

**श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता /SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**[भूतपूर्व कोलकाता पत्तन न्यास /FORMERLY KOLKATA PORT TRUST]**  
**सामग्री प्रबंधन प्रभाग/Materials Management Division**  
**यांत्रिक व विद्युत अभियंत्रण विभाग/Mechanical & Electrical Engineering Department**  
**6, गार्डन रीच रोड कोलकाता/Garden Reach Road Kolkata- 700023**

**PRICE OF THE TENDER BOOKLET:**  
**Rs 590/- (Inclusive of GST @ 18 %)**  
**(Rupees Fifty Hundred Ninety Only)**

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Website <https://smpportkolkata.shipping.gov.in/>

**e- TENDER FOR PROCURMENT OF DRY PROVISION ITEMS ON ANNUAL CONTRACT BASIS FOR KOLKATA DOCK SYSTEM**

कोलकाता डॉक प्रणाली के लिए वार्षिक अनुबंध आधार पर सूखे प्रावधान वस्तुओं की खरीद के लिए ई- निविदा

**NOTICE INVITING TENDER No: STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021**

**TENDER NOTICE:**

Materials Management Division under Mechanical & Electrical Engineering Department of SMP, Kolkata invites e-Tender (Online offers ) in **Two cover system (Cover I – Techno -Commercial Bid and Cover II – Price Bid )** under Materials Management Division for procurement of **DRY PROVISION ITEMS** on Annual contract basis for Kolkata Dock System as per the technical specifications contained herein the tender documents from the established suppliers having valid credentials for supplies of Dry Provision.

एस एम पी, कोलकाता के मैकेनिकल एंड इलेक्ट्रिकल इंजीनियरिंग विभाग के तहत सामग्री प्रबंधन प्रभाग ने सूखे प्रावधान वस्तुओं की खरीद के लिए ई-निविदा दो कवर सिस्टम में - (कवर- I तकनीकी व्यापारिक बोली और कवर II - कीमत बोली) के अनुसार दस्तावेजों में निहित तकनीकी विनिर्देशों के अनुसार कोलकाता डॉक सिस्टम के लिए स्थापित आपूर्तिकर्ताओं से आमंत्रित किया है जो सूखे प्रावधान की आपूर्ति के लिए वैध प्रमाण-पत्र रखते हैं।

1. This is a e- Tender in **Two cover system (Cover I – Techno -Commercial Bid and Cover II –Price Bid )** यह ई-निविदा दो कवर सिस्टम में - (कवर- I तकनीकी व्यापारिक बोली और कवर II - कीमत बोली) के अनुसार जमा होगा।
2. **SCOPE OF WORK:** Supply of **DRY PROVISION ITEMS** as per the details specified here in the tender documents.
2. **कार्य का दायरा** : निविदा दस्तावेजों में विस्तृत विवरण के अनुसार सूखे प्रावधान वस्तुओं की आपूर्ति।
3. **Date of Document download & Date of Opening:** Documents download of Tender will start from 04.09.2021 and the same will be closed on 27.09.2021 at 11:00 hrs. The tender will be opened on 27.09.2021 at 15.00 hrs. For all amendment, if any, of the instant tender, such amendments will be hoisted in SMP, Kolkata Website <https://smpportkolkata.shipping.gov.in/>, RailTel's e-NIVIDA Portal <https://kopt.enivida.in/> and CPP Portal only <https://eprocure.gov.in/eprocure/app>. Accordingly interested bidders are advised to keep close watch on SMP, Kolkata Website, RailTel's e-NIVIDA Portal and CPP Portal in their own interest and bidders are required to submit tender offer through RailTel's e-NIVIDA Portal only on or before the due date and time of submission. It is also to be noted that any such amendment will be a part of the instant tender document and will be binding on the bidder and it will be presumed that the bidder has satisfied himself about such amendments hoisted in SMP, Kolkata website, CPP Portal & RailTel's e-NIVIDA Portal.
3. **दस्तावेज डाउनलोड की तिथि और खोलने की तिथि** : निविदा के दस्तावेज **04.09.2021** से डाउनलोड शुरू होंगे और इसे **27.09.2021** को **11:00** बजे बंद कर दिया जाएगा। निविदा **27.09.2021** को **15.00** बजे खोली जाएगी। तत्काल निविदा के सभी संशोधन, यदि कोई हों, के लिए ऐसे संशोधन एसएमपी, कोलकाता वेबसाइट <https://smpportkolkata.shipping.gov.in/>,

रेलटेल के ई-निविदा पोर्टल <https://kopt.enivida.in/> और केवल सीपीपी पोर्टल <https://eprocure.gov.in/eprocure/app> पर फहराए जाएंगे। तदनुसार इच्छुक बोलीदाताओं को सलाह दी जाती है कि वे अपने हित में एसएमपी, कोलकाता वेबसाइट, रेलटेल के ई-निविदा पोर्टल और सीपीपी पोर्टल पर कड़ी नजर रखें और बोलीदाताओं को निर्धारित तिथि और समय पर या उससे पहले रेलटेल के ई-निविदा पोर्टल के माध्यम से निविदा प्रस्ताव प्रस्तुत करना आवश्यक है। यह भी ध्यान दिया जाना चाहिए कि ऐसा कोई भी संशोधन तत्काल निविदा दस्तावेज का एक हिस्सा होगा और बोलीदाता पर बाध्यकारी होगा और यह माना जाएगा कि बोलीदाता ने इस तरह के संशोधनों के बारे में खुद को संतुष्ट किया है जो की एसएमपी, कोलकाता वेबसाइट, सीपीपी पोर्टल और रेलटेल का ई-निविदा पोर्टल पर फहराए गए हैं।

**4. Eligibility Criteria: Eligibility Criteria:** For this purpose, offers are invited from **Established suppliers of Dry Provisions**. Further, in order to participate in the instant tender following conditions are required to be fulfilled:

- The bidder must have experience in successfully executing supply of similar items during **last 2 years ending 31<sup>st</sup> August 2021** for which documentary evidence must be submitted.
- All bidders must have Permanent I.T. A/c No. etc. / GST Registration Certificate, PAN & Trade License issued by a Competent Authority.
- Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2021. In the event of non submission of Audited Balance Sheets for the financial year ending 31.03.2021, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

Here "similar items" means "Supply of different types of Dry provisions".

**४. पात्रता निकष** :इस उद्देश्य के लिए, सूखे प्रावधानों के स्थापित आपूर्तिकर्ताओं से प्रस्ताव आमंत्रित किए जाते हैं। इसके अलावा, तत्काल निविदा में भाग लेने के लिए निम्नलिखित शर्तों को पूरा किया जाना आवश्यक है:

- बोलीदाता को 31 अगस्त 2021 को समाप्त होने वाले पिछले 2 वर्षों के दौरान समान वस्तुओं की आपूर्ति को सफलतापूर्वक निष्पादित करने का अनुभव होना चाहिए जिसके लिए दस्तावेजी साक्ष्य प्रस्तुत किए जाने चाहिए
- सभी बोलीदाताओं के पास स्थायी I.T.A/c संख्या ,जीएसटी पंजीकरण प्रमाण पत्र, पैन और ट्रेड लाइसेंस एक सक्षम प्राधिकरण द्वारा जारी किया गया होना चाहिए ।
- पिछले तीन वर्षों में बैलेंस शीट और लाभ और हानि ए/सी ( लेखापरीक्षित जहां लागू हो) 31.03.2021 मार्च को समाप्त होने वाली तिथि का होना चाहिए। 31.03.2021 को समाप्त होने वाले वित्तीय वर्ष के लिए लेखा परीक्षित बैलेंस शीट प्रस्तुत न करने की स्थिति में, उस वित्तीय वर्ष के लिए टर्न ओवर को यू डी आई एन का उल्लेख करते हुए चार्टर्ड अकाउंटेंट द्वारा विधिवत प्रमाणित किया जाना है ।

यहां "समान वस्तुओं" का अर्थ है "विभिन्न प्रकार के सूखे प्रावधानों की आपूर्ति"।

**5. Procedure of Download of Tender Document:**

Bidders can download the Tender Documents from SMP, Kolkata website, <https://smpportkolkata.shipping.gov.in/>, RailTel's e-NIVIDA Portal website i.e. <https://kopt.enivida.in/> and from CPP Portal only <https://eprocure.gov.in/eprocure/app> ("The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme)/ Udyam Registration Certificate are eligible for availing benefits under Public Procurement Policy. The firms registered with DGSD or MM divisions are also not required to pay the EMD and Tender Cost.

**५. निविदा दस्तावेज डाउनलोड करने की प्रक्रिया:**

बोलीदाता एसएमपी, कोलकाता वेबसाइट, <https://smpportkolkata.shipping.gov.in/>, रेलटेल की ई-निविदा पोर्टल वेबसाइट यानी <https://kopt.enivida.in/> और केवल सीपीपी पोर्टल <https://eprocure.gov.in/eprocure/app> से निविदा दस्तावेज डाउनलोड कर सकते हैं। /eprocure.gov.in/eprocure/app (I" एम एस ई जो जिला उद्योग केंद्र (डीआईसी) / एन एस आई सी (एकल बिंदु पंजीकरण योजना के तहत) / उद्यम पंजीकरण प्रमाण पत्र के साथ पंजीकृत हैं, सार्वजनिक खरीद नीति के तहत लाभ प्राप्त करने के लिए पात्र हैं। फर्म डी जीए सडी या एम एम डिवीजन के साथ पंजीकृत को भी ई एम डी और निविदा लागत का भुगतान करने की आवश्यकता नहीं है।

**6. Submission of Tender:** This is an e-procurement event of SMP, Kolkata. The e-procurement service provider is **RailTel's e-NIVIDA Portal**. You are requested to read the terms & conditions (Annexure- B) of this tender before submitting your online tender on **11:00 hrs.** of 27.09.2021. The Techno-commercial bids will be opened

on 27.09.2021 at 15:00 hrs. in presence of such interested tenderers who may wish to remain present during the opening of offers.

६. **निविदा जमा करना:**

यह एसएमपी, कोलकाता का ई-खरीद घटना है। ई- खरीद सेवा प्रदाता रेलटेल का ई-निविदा द्वार है। आपसे अनुरोध है कि 27.09.2021 तारीख को 11:00 बजे अपनी ऑनलाइन निविदा जमा करने से पहले इस निविदा के नियम और शर्तें (अनुलग्नक-बी) पढ़ें। तकनीकी-वाणिज्यिक बोलियां 27.09.2021 को 15:00 बजे ऐसे इच्छुक निविदाकारों की उपस्थिति में खोली जाएंगी जो प्रस्ताव खोलने के दौरान उपस्थित रहना चाहते हैं।

7. **Critical Dates & Time:**

<b>Publish Date</b>	<b>04.09.2021 11:00 Hrs.</b>	<b>Bid Opening Date</b>	<b>27.09.2021 15:00 Hrs.</b>
<b>Document Download Start Date</b>	<b>04.09.2021 11:00 Hrs.</b>	<b>Document Download End Date</b>	<b>27.09.2021 11:00 Hrs.</b>
<b>Clarification Start Date</b>	<b>NA</b>	<b>Clarification End Date</b>	<b>NA</b>
<b>Bid Submission Start Date</b>	<b>04.09.2021 11:00 Hrs.</b>	<b>Bid submission End Date</b>	<b>27.09.2021 11:00 Hrs.</b>
<b>Last date of submission of Samples at MM Division ,KDS</b>	<b>22.09.2021 17:30 Hrs.</b>		

In the event of any unforeseen closure of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.

७. **महत्वपूर्ण तिथियां और समय:**

प्रकाशित तिथि	<b>04.09.2021 11:00 Hrs.</b>	बोली खुलने की तिथि	<b>27.09.2021 15:00 Hrs.</b>
दस्तावेज़ डाउनलोड प्रारंभ तिथि	<b>04.09.2021 11:00 Hrs.</b>	दस्तावेज़ डाउनलोड समाप्ति तिथि	<b>27.09.2021 11:00 Hrs.</b>
स्पष्टीकरण प्रारंभ तिथि	<b>NA</b>	स्पष्टीकरण समाप्ति तिथि	<b>NA</b>
बोली जमा करने की तिथि	<b>04.09.2021 11:00 Hrs.</b>	बोली जमा करने की समाप्ति तिथि	<b>27.09.2021 11:00 Hrs.</b>
एमएम डिवीजन और केडीएस में नमूने जमा करने की अंतिम तिथि	<b>22.09.2021 17:30 Hrs.</b>		

उपरोक्त दिनों में से किसी भी कार्य/अवकाश के अप्रत्याशित रूप से बंद होने की स्थिति में इसे अगले कार्य दिवस पर बिना किसी सूचना के खोला/आयोजित किया जाएगा।

8. **Earnest Money Deposit /Bid Security : No EMD is required to be deposited by the participating bidders. However, they are required to submit declarations as per Annexure-V.**

८. **बयाना राशि जमा/बोली सुरक्षा :** भाग लेने वाले बोलीदाताओं द्वारा कोई ई एम डी जमा करने की आवश्यकता नहीं है। तथापि, उन्हें अनुलग्नक-V के अनुसार घोषणाएं प्रस्तुत करनी होंगी।

9. The Chief Mechanical Engineer reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.

10. ९. सामग्री प्रबंधक बिना कोई कारण बताए किसी प्रस्ताव को आंशिक या पूर्ण रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

Sd/-  
Chief Mechanical Engineer (I/C)

हस्ताक्षरित  
मुख्य यांत्रिक अभियंता (प्रभारी)

**SCHEDULE OF TENDER (SOT)**

<b>a TENDER NO.</b>	<b><u>STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021</u></b>
<b>b. TENDER INVITING AUTHORITY</b>	Chief Mechanical Engineer (I/C) Kolkata Dock System Syama Prasad Mookerjee Port, Kolkata
<b>c. MODE OF TENDER</b>	e-Procurement System <b>Online Two cover system</b> (Cover I – Techno -Commercial Bid and Cover II –Price Bid ) through RailTel’s e-NIVIDA Portal website i.e. <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> The intending bidders are required to submit their offer electronically through e-tendering portal only. <b>No physical tender is acceptable by Kolkata Dock System.</b>
<b>d. Date of NIT available to parties to download</b>	<b>04.09.2021 at 11:00 hrs. (IST).</b>
<b>e. Pre-Bid Meeting starting date &amp; Time</b>	N.A
<b>f. Pre –Bid Meeting closing date &amp; Time</b>	N.A
<b>g. RailTel Tender Processing Fee</b> ( Nonrefundable)	<b>Mode of Payment:-</b> E-payment Only through Debit/Credit Card or Net Banking. <b>Tender Processing Fee(TPF)-</b> 0.1% of estimate cost (Minimum 750/- and Maximum 7500/-) plus GST <b>Registration Charges:</b> Rs. 2000/- + Applicable GST Per Year
<b>h. i) Bid Security /Earnest Money Deposit</b>  <b>ii) Tender Cost/ Bid Document Fee</b>	<b>No EMD is required to be deposited by the participating bidders. However, they are required to submit declarations as per Annexure-E.</b>  For Exemption of Bid security /Earnest money Deposit please refer to Annexure B clause 7 page 10.  The intending bidders should deposit <b>Rs. 590.00 (Indian Rupees: Five hundred Ninety only)</b> [including GST @ 18%], as <b>Tender Cost /Bid document Fee</b> (non-refundable) towards purchase of tender document (applicable for downloaded NIT only), to Kolkata Dock System, through DD, Pay Order or Banker’s Cheque in favour of “ <b>Syama Prasad Mookerjee Port, Kolkata</b> ” on any Scheduled/Nationalized Bank payable at ‘Kolkata’, otherwise their offer will be summarily rejected. Copy of the DD/Banker’s Cheque should be uploaded online. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non responsive.  All Banker’s cheques/Pay Orders/Demand Drafts should be drawn in favour of “ <b>Syama Prasad Mookerjee Port, Kolkata</b> ” on any nationalized/Scheduled bank having branch in Kolkata.  .”The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under Single Point Registration Scheme)/Udyam Registration Certificate (Formerly Udyog Adhaar Memorandum) are eligible for availing benefits under Public Procurement Policy. The firms registered with DGSD or MM divisions are also not required to pay the EMD & cost of tender.

<b>g. Last date and time of submission of Tender Cost /Bid Document fee at KDS</b>	<b>27.09.2021, up to 11:00 Hrs. (IST)</b>  (Copy of the DD/Banker's Cheque should be uploaded on line).
<b>h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at RailTel's e-NIVIDA Portal</b>	<b>04.09.2021 at 11:00hrs. (IST).</b>
<b>i. Date of closing of online e-tender for submission of Techno-Commercial Bid &amp; Price Bid.</b>	<b>27.09.2021 at 11:00 hrs. (IST).</b>
<b>j. Date &amp; time of opening of Techno-Commercial Bid only.</b>	<b>27.09.2021 at 15:00 hrs. (IST).</b>  (Only the Techno Commercial Part will be opened on that date)

**Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.**

### **List of Annexure**

<b>Important Instructions to Bidders</b>	<b>Annexure - A</b>
<b>Commercial Terms &amp; Condition</b>	<b>Annexure - B</b>
<b>Schedule of Requirement</b>	<b>Annexure - C</b>
<b>Contract forms</b>	<b>Annexure - D</b>
<b>Bid Security/Earnest Money Declaration</b>	<b>Annexure - E</b>
<b>Check List of documents to be signed, stamped and uploaded online</b>	<b>Annexure - F</b>

**Important Instructions To Bidders**

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata (Erstwhile Kolkata Port Trust). The e-procurement service provider is RailTel's e-NIVIDA Portal.

Bidders are requested to read the terms & conditions of this tender before submitting your online tender

Bidders are requested to use internet Browsers like Google Chrome, Firefox version 48 and above / Internet Explorer version 9 and above, and Java JRE 6 and above.

Further, bidders are requested to go through the following information and instructions available on the RailTel e-NIVIDA Portal <https://kopt.enivida.in/> before responding to this e-tender:

- User guide
- DSC help
- FAQ
- Site Compatibility
- Downloads
- Helpdesk
- 

Contact Persons (SYAMA PRASAD MOOKERJEE PORT, KOLKATA):

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2. G. Chowdhury

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3. D.K. Patel

Executive Engineer

Mob No. 8447976022

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Contact persons (e-NIVIDA Portal)

**Phone No.7278929467/8448288981**

**Mail id: - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)/ [ewizardkumar@gmail.com](mailto:ewizardkumar@gmail.com)**

## SMP, Kolkata – Railtel – e-Nivida Special Instruction to Bidders

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e\_www. <https://smporkolkata.shipping.gov.in/> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at:

**<https://kopt.enivida.in>**

### GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal ( <https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. **The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.**
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) for activation of account.

### SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Color option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
5. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.

## **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMP, Kolkata.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the

portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

**FOR ANY CLARIFICATION IN USING E-NIVIDA PORTAL:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

**Phone No. 011-49606060/8448288985/9355030620/8448288981**

**Mail id: - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) / ewizardkumar@gmail.com**

**Commercial Terms & Condition****TENDER No. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on****27.09.2021****1. TENDER DOCUMENTS****1. ELIGIBILITY CRITERIA OF THE BIDDERS**

Tenders are invited from the established suppliers of Dry Provisions:

**Following documents (Photocopy) for meeting the pre-qualification criteria should be uploaded along with offer otherwise their offer may be rejected:-**

- i) Having experience in successfully executing supply of similar items to Govt., PSU or Public / Private Organization during last 2 years ending **31<sup>st</sup> August 2021** for which documentary evidence must be substantiated by uploading any one or more of the following set of documents:
  - a. **Purchase Order along with respective GRN/Received Challan.**
  - b. **Purchase Order along with respective Supply Challan duly accepted inspected and passed.**
  - c. **Purchase Order along with respective Certificate of Execution by the purchaser in their letter head with signature and seal of the issuer.**
- ii) Must have valid Permanent I.T. A/c No, GST Registration Certificate , Trade Licence issued by a competent authority.(Certificate to be uploaded).
- iii) Must have last three years Balance sheet and Profit & Loss A/c. (audited where applicable) ending March, 2021. In the event of non submission of Audited Balance Sheets for the financial year ending 31.03.2021, the turn over for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.

**Here “similar items” means “Supply of different types of Dry provisions”.**

**2. PRICE BID**

- 2.1 Price quoted by the tenderer shall remain fixed and valid until completion of the contract and will not be subject to variation on any account, except statutory levies for which documentary evidence is to be submitted.
- 2.2 The bidder should note that SMP, Kolkata does not furnish **C or D Form** and that the full rates of GST /Taxes applicable are to be stated.
- 2.3 Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITION.**

**3. EVALUATION CRITERIA:**

- i) Evaluation will be made on the lowest (L1) landed price quoted against the individual tendered item among the techno commercially qualified bids subject to the fulfillment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
- ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.
- iii) Bidders quoting must have to quote against all items of the groups otherwise their offer will not be considered.
- iv) It is, however, not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept or reject a Tender without assigning any reason thereof.
- v) **For the purpose of evaluation, which will be done on the basis of item wise lowest rate and the lower rate for the items will be considered.**

**4. PERIOD OF VALIDITY OF OFFERS**

Prices offered in BOQ shall remain valid for evaluation for **120 days** from the actual date of opening of the Tender.

## **5. SAMPLES:**

- I. **Samples for all items under Dry Provisions except Ghee, Mustard Oil, & Atta must be submitted in SEALED PACKING under cover of a Challan before 17:30 hrs of 22.09.2021 failing which the offer for the same will not be considered.**
- II. **For Ghee, Mustard Oil & Atta the brands of the respective items to be indicated.**
- III. **Samples are to be marked and labeled so as to correspond with the items in the tender and to be sent to the Office of the Materials Manager, 6, Garden Reach Road, Kol-23 so as to reach before the stipulated date of submission of samples stated in tender i.e. 17:30 Hrs. of 22.09.2021.**
- IV. Full particulars as to specification, brand and makers name as must be applicable and delivery schedule, etc. should be stated, failing which the tender may not be considered.

## **6. REJECTION OF TENDER DOCUMENTS**

Tenderer is expected to examine the Tender documents including all instruction forms, terms, and specifications in Tender documents. Failure to furnish the information required as per the Tender Documents or submission of e-tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.

## **7. EXEMPTION FROM PAYMENT OF EARNEST MONEY**

- a) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
- b) The MSEs who are registered with District Industries Centre (DICs)/ NSIC (under single point Registration Scheme)/ Udyam Registration Certificate (Formerly Udyog Aadhaar Memorandum) are eligible for availing benefits under Public Procurement Policy.
- c) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate / Udyam Registration Certificate (Formerly Udyog Aadhaar Memorandum) has to be submitted along with the bid.
- d) The firms registered with DGSD or MM division are also not required to pay the EMD and Tender Cost .Supporting documents in support of registration should be uploaded.

## **8. BIDDERS RESPONSIBILITY TO SATISFY HIS QUERIES**

The tenderer may visit and inspect the site on his own responsibility and obtain all information that may be necessary for the purpose of his tender offer. No excuse of ignorance as to site conditions and local information will be accepted in the event of his not visiting the site/other equipments. All costs, charges and expenses that may be incurred by the tenderer in connection with the preparation of his tender shall be borne by him and the Trustees accept no liability whatsoever in this regard.

## **9. CLARIFICATION OF TENDER DOCUMENTS**

Prospective bidder requiring further information or clarification of the Tender Documents may notify the Chief Mechanical Engineer in writing by Fax at the Chief Mechanical Engineer's mailing address indicated in the invitation for tenders within a reasonable time prior to the time of submission of tender.

## **10. AMENDMENT OF TENDER DOCUMENTS**

- a). At any time prior to the deadline for submission of tenders, the Chief Mechanical Engineer for any reason whether at his own initiative or in response to a clarification required by a prospective tenderer may modify the Tender Documents.
- b). The amendment, if any shall be part of the Tender Documents and will be notified by publication in the SMP,Kolkata website and CPP Portal as corrigendum and will be binding on the prospective bidder .
- c). In order to allow prospective tenderers reasonable time for taking the amendment, if any into account & preparing the tenders, the Chief Mechanical Engineer may at his discretion, extend the deadline for the submission as well as opening of the tenders.

## **11. SPECIAL INSTRUCTION:**

- i. In a tender, either the Indian agent on behalf of the principal/ O.E.M or Principal/ O.E.M itself can bid but both can't bid simultaneously for the same item / product in the same tender.
- ii. If any agent submits bid on behalf of the Principal/O.E.M the same agent shall not submit a bid on behalf of another Principal/ O.E.M in the same tender for the same item /produc

## 12. OPENING OF TENDERS

- i. The Tender will be opened online. Tenderer can see the technical and price in their login once in opened.
- ii. To assist in the examination, evaluation and comparison of tenders, Chief Mechanical Engineer may, at his discretion, ask the tenderer for a clarification of their offer. All responses to requests for clarification shall be in writing and **no change** in the price or substance of the tender shall be permitted.
- iii. The Tenders will be evaluated by SMP, Kolkata and only those offers which are substantially responsive to the specifications will be short listed. Further processing, discussion, etc. will be held only with the short listed tenderers.
- iv. The Earnest Money Deposits of all tenders will be retained by SMP, Kolkata and will be returned after finalization of the tender.
- v. The Earnest Money Deposit of only the successful bidder will be refunded only on receipt of requisite Security Money by SMP, Kolkata
- vi. A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.

## 13. NON-RESPONSIVE BIDDER:

An offer shall be considered non-responsive if the offer is: -

- a. Received after the date and time specified in the tender.
- b. Not accompanied with E. M. Deposit & cost of tender in case of down loading of tender from website.
- c. Not valid for 120 (One hundred and Twenty) days from the opening date of Techno Commercial Bid.
- d. Not accompanied with bid documents not signed, sealed and submitted in the manner indicated in the bid document.
- e. Not in accordance with / deviation from the tender documents.
- f. **In addition to above, a bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted.**
- g. **Corrections if required to be made in tender papers to be uploaded should be made without using white ink.**
- h. **Offers non-conforming to the instructions as stated above shall be treated as non responsive and hence such offer/offers may be liable for disqualification.**

## 14. WITHDRAWAL OF TENDERS

Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.

## 15. RIGHT TO ACCEPT ANY TENDER OR REJECT ANY OR ALL OFFERS:

SMP, Kolkata reserves the right to accept or reject any tender and/or part thereof, without assigning any reason. SMP, Kolkata reserves the right to annul the tendering process and reject all the tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderers or any obligations to inform the affected tenderers the reason for such actions.

## 16. NOTIFICATION OF AWARD:

The Chief Mechanical Engineer shall notify the successful tenderer in writing or by fax or by email to be confirmed in writing that their offer has been accepted.

16. **INDEMNITY:** The contractor shall indemnify the SMP, Kolkata during the various stages of execution of the contract, regarding damages, losses of or injury to, death of-

- i. Third parties
- ii. Contractor's facilities and equipment
- iii. Contractor's personnel
- iv. SMP, Kolkata facilities and equipment, including the goods supplied under the contract
- v. SMP, Kolkata personnel

SMP, Kolkata shall not be liable for any claims for damage to property, injury or death of personnel of the contractor including his casual workmen etc.

## 17. BID SECURITY (EARNEST MONEY) DEPOSIT:

**No Bid Security/EMD is required to be deposited by the participating bidders. However, they are required to submit declarations as per Annexure-V.**

**18. PERFORMANCE SECURITY:**

- a) The tender is subject to Performance Security for an amount of three per cent (3%) of the value of the contract - which is to be submitted by the successful bidder/s in the form of cash/Bank Draft/Pay Order drawn on Nationalized/Schedule Banks having branch at Kolkata in favor of “**SMP, Kolkata**” to the Treasurer, Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 and the copy of Treasury receipt is to be submitted to MM division by the successful Bidder within 30 days from the date of placement of order.
- b) The proceeds of the security deposit shall be payable to the SMP, Kolkata as compensation for any loss resulting out of the tenderer’s failure to execute the contract.
- c) SMP, Kolkata will return the security deposit without any interest as expeditiously as possible after the date of completion of Warranty period(s).
- d) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled.

**No Exemption from submission of Performance Security is allowed.**

19. GST & other applicable taxes will be paid extra on actual basis as applicable.
20. When the price is ruled by weight or measurements, net weight and net measurement should be quoted.
21. The Chief Mechanical Engineer does not bind himself to accept lowest of any tender or assign any reason for non-acceptance. He also reserves to himself the right to accept any tender in part or in whole. SMP, Kolkata reserves the right to take up to 10% beyond the tendered quantity at the L1 quoted rate.
22. The Trustees will not recognize any assignment or endorsement in favor of third parties of any order arising out of this tender other than the authorized dealer/distributor /accredited agents in respect of any payment due by the Trustees against any such order.
23. If delivery of material is not made within the time undertaken, the order may be cancelled without notice and procurement of materials will be made from market at the **risk and cost of the defaulting supplier/s**.
24. Unaccepted samples should be collected back from this office within 5 weeks from the due date of tender, failing which it will be deemed that they have been abandoned and will be disposed of. The representative who is deputed to collect samples must bring with him a letter of authority.
25. Any default in the supply or failure to deliver an approved quality within the time stipulated shall involve purchase of the whole or any portion of the supply remaining undelivered or unapproved from another source at the risk and expenses of the supplier.
26. All parties quoting should state clearly in bold letters the % of GST and/or other statutory levies etc. that will be charged against any item as guidance at the time of placing order.
27. **L. D. Clause** –
  - i. If the supplier fails to complete the supply within the scheduled delivery period or such extension thereof, the supplier shall pay, as compensation and not as a penalty, Liquidated Damages to the Trustees @ ½% of the basic value of the delayed portion of supply, for every week or part thereof, (part of the week being treated as a full week) provided always that the amount of such compensation shall not exceed 5% of the basic value of contract. GST on L.D. amount at the prevailing rate (presently @18%) will be levied.
  - ii. Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation / damage from money due or, likely to become due to the supplier. The payment or, deduction of such damages shall not relieve the supplier from his obligations to complete any other liabilities and obligations under the contract.
28. Conditional discount: Evaluation of tenders will not be made on conditional discount if any offered by the firm/s.
29. **JURISDICTION:** The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
30. **INSPECTION AND TESTING:** Inspection of materials shall be done by Trustees’ authorized officer of MM Division after delivery of material at the Central Store. The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If and when necessary, samples from the supplies may be drawn and the same will be tested by Trustees’ authorized person either at the trustees own arrangement or by Government Test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.
31. **ARBITRATION:** For the instant tender no Arbitration will be permissible. In case of disputes the decision of the Chief Mechanical Engineer will be final and binding.

32. **PAYMENTS TERMS:** Payment will be made within 30 days from the date of submission of clear bill along with Bank A/C particulars supported with, where applicable, clear acknowledged receipted copy containing inspection / acceptance note of the material by the representative of user department along with other documents as required for processing the bill for payment through ECS.
33. In the event of any unforeseen closure of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.
34. **THE TENDER WILL NOT BE EXTENDED UNDER ANY SITUATION AFTER DUE DATE.**
35. **BID CURRENCY:** Price shall be quoted in I.N.R. only.
36. **GOOD CONDUCT CLAUSE** :If a bidder has had previous history of “defined misconduct “ (such as banning from by any government sector ,premature termination of a contract solely on the bidders fault, criminal case pending against the company or its owner /current director filed by a government entity etc. ) his offer is liable to be ignored .
37. **DELIVERY TERMS:**
- I. Delivery immediate on ex-stock basis.
  - II. Materials are to be delivered at Vessel/Shore Stations of SMP, Kolkata. Supply is to be made within the date mentioned in the order.
  - III. Supplies must be packed in new bags and / or in new sealed Tins/Containers etc. as specified in the Tender.
  - IV. Delivery of all items to be made as per requirements directly to the SMP,Kolkata Vessels and Shore points in the Port Area at the specified intervals of time as will be indicated at the time of placement of order and from time to time within the contract period.
  - V. After the contract is awarded, details of orders for supply should be collected / verified from the concerned Group at the Materials Management Division within 4 P.M. on week days. Once the formal order is placed on the party, the onus is on the supplier to get and verify details of ordered quantities of different items in time so as to effect supply of requisite items in requisite quantities at the requisite point in the requisite time.
  - VI. Provisions must always be free from dust or any foreign impurities.
  - VII. Generally the items listed are to be supplied monthly or in some case half monthly instalments packed and arranged vessel wise according to vessels name and will continue at regular intervals throughout the contract period. **The supplier must be prepared to effect supply at 12 hours notice. Quantity in each case is only approx. and may be reduced or cancelled in any month.**
  - VIII. Supplies are to be made strictly in time and to the satisfaction of the Officer-in-Charge of Vessels / Shore points. In case of any complaint, the supplier should take up the matter directly with the Officer-in-Charge for satisfactory solution of the complaint. In case of any impasse, the matter could be referred from both ends to Chief Mechanical Engineer whose decision on the matter should binding.
  - IX. The supplier must bring their scales and weigh out the commodities in their scale to the satisfaction of the receiving authority. The supplies are to be made on net weight basis
  - X. Supplies of provision must always be fresh and good quality
38. **LICENCES AND PERMITS:** The contractor shall be liable for obtaining all licenses and permits with respect to the goods supplied by him. Arrangements for Dock Permit etc. as necessary for direct delivery to the consuming points is to be made by the supplier at their own initiative following existing rules for which necessary assistance will be extended. **The Dock Permit will be provided by SMP, Kolkata free of cost.**
39. If conditions above are not strictly complied with, the tender may not be considered.
40. Rates quoted should be on net weight basis and not on gross weight basis.
41. Rates quoted must be exclusive of GST, if applicable the rate of GST must be stated clearly as extra.
42. **Rates quoted by the firm must remain firm during contract period of 1 year from date of placement of contract and under no circumstances change in rate quoted by the firm will be entertained. The rate quoted should be on free delivery basis and under no circumstances, on Ex-godown basis.**

43. Tenderers must quote a single rate for a particular quality irrespective of the delivery schedule of materials either in one or more installments.
44. Any condition printed on the reverse of the bidder's offer will be ignored and will not be accepted.
45. No counter conditions/terms stipulated by the Tenderers' are acceptable and the offers from the bidders quoting such terms/conditions are liable to outright rejection.
46. **If conditions above are not strictly complied with, the tender may not be considered.**
47. **Bidders while submitting their bid must fully read and understood the entire Tender Documents, GCC, Special conditions and Addenda, if any, downloaded from under the instant e-tender and no other source and will comply to the said documents, GCC, Special conditions and Addenda. The bidders must register his unconditional acceptance while submitting his/her bid online using his/her Digital Signature.**

**48. SPECIAL CONDITIONS OF TENDER**

1. **Supplies of Provisions must always be fresh and of good quality and as per samples/brands approved. Provisions must always be free from dust or any impurities/ foreign particles.**
2. **Supplies not conforming to above in the case of supplies to Marine Department will be rejected by Officer-in-charge of Vessel/Shore Stations and arrangements must be made to replace the said items within 24 hours from receipt of communication over phone followed by formal written intimation, failing which SMP,Kolkata will purchase the items concerned and recover any extra cost incurred for the said items from the Contractor's Bill.**
3. Supplies must be packed in New Bags and/ or in Tins/sealed Containers.
4. The quantities are only approximate and may be increased /decreased or cancelled at any time.
5. **The Tenderers should undertake to submit copy of necessary License/Certificate issued by the AG Mark Authority to the manufacturer of the product in support of the quality of the following items before Materials Management Division within 15 days, if asked for:**  
**Ghee**  
**Mustard Oil**
6. **In case of failure to supply any provision, Risk purchase will be made thereof and the extra cost incurred will be debited to the firm.**
7. No reason will be assigned for rejection of any Tender.
8. **In case of packaged item with MRP having brands, the Order price as per quotation or the MRP as shown in the package supplied – whichever is less would be considered for processing of supply bills.**
9. **The quantity is approximates and there is no guarantee that the full tendered quantity will be drawn. Only the actual quantity as when required during the currency of contract, will be drawn. The Trustees' reserve their right to drawn up 10% of tender quantity.**

**49. SPECIAL INSTRUCTION:**

- a) **In case of packaged item with MRP having brands, the Order price as per quotation or the MRP as shown in the package supplied – whichever is less would be considered for processing of supply bills.**
  - b) **For items where brand/packages are not available hence no M.R.P is there, a committee of officers will visit the market and obtain the rates once in every quarter (w.e.f. 2<sup>nd</sup> quarter) at the beginning and the rates between contract rates average market rate whichever is lower will be paid to the bidder for the supply of said quarter.**
- 50. Preference to Make in India:** The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the "Public Procurement (Preference to Make in India), Order 2017- Revision regarding", circulated by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India vide Order No. P45021/2/2017-PP (BE-II) dated 04.06.2020; subsequently revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.
- 51. Bidder from a country sharing land border with India:** Any bidder from a country which shares land border with India will be eligible to bid as per the OM No. F6/18/2019-PPD dated 23.07.2020 circulated by the Department of Expenditure (Public Procurement Division), Ministry of Finance, Govt. of India.
- 52. Import from Prior Reference countries:** Attention is invited to the provision contained in Ministry of Power, Govt. of India's Order no. 25-11/06/2018-PG dated 02.07.2020 which reads that "Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by controlled by or subject to the jurisdiction or the directions of these prior reference countries will require prior permission of

the Govt. of India.” It is hereby clarified that for the purpose of aforesaid stipulation, “prior reference” country means a country which shares a land border with India. Attention is further invited to Ministry of Power, Govt. of India’s Order no. 25-4/1/2019-PG-Part (1) dated 02.07.2020 wherein it is clarified that “Notwithstanding above, it is further clarified that the restrictions related to “prior reference” countries will not apply in the following cases:

- A. The bidders/imports from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development of projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.
- B. Bona fide procurements made through GeM without knowing the country of bidder till the date fixed by GeM for the purpose.
- C. Bona fide small procurements, made without knowing the country of bidder and
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed.”

**53. Tax Clause**

**For Tax inclusive contracts**

- Prices or fees quoted in the offer by the bidder shall be inclusive of GST and/or other statutory Levies, taxes, cess imposed by Competent Authorities unless otherwise provided.

**For Tax exclusive contracts**

- The prices quoted above shall be exclusive of any statutory levies and or other charges levied by any Central/State/local authorities which shall be paid extra at applicable rates at the time of supply of goods / services.

**Change in law clause**

- Any new statutory levies, taxes, duties, cess, etc. imposed by the Central / State / local authorities by way of fresh notification subsequent to the issue of work Order / Purchase Order, but within the stipulated delivery period shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards liveable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such “Change in law”.

**General Terms & Conditions**

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/Service Provider agrees to comply with all applicable GST laws, including GST acts rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata Account and is finally available to SMP, Kolkata in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.
- Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- The purchase order work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

Sd-  
Chief Mechanical Engineer (I/C)

**SCHEDULE OF REQUIREMENTS****(To be filled up and uploaded online after seal and signature )****TENDER No. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021****PRICE NOT TO BE QUOTED HERE**

Sl. No.	Unit No.	Item no.	Description	Quantity for Vessels and other Shore points of Marine Dept. (In Kg.)	Brand and Makers' Name	Unit
<b><u>Dry Provision for DMD</u></b>						
1	02	1550040	Sugar	<b>3553.00</b>	NA	Kg
2	02	1550050	Salt ,(Iodised )	<b>888.00</b>	NA	Kg
3	02	1550070	Dal Rahar	<b>2157.00</b>	NA	Kg
4	02	1550080	Dal Kari Musuri	<b>2157.00</b>	NA	Kg
5	02	1550100	Chillies (Whole )	<b>394.00</b>	NA	Kg
6	02	1550110	Pepper (Whole )	<b>198.00</b>	NA	Kg
7	02	1550120	Jeera (Whole )	<b>198.00</b>	NA	Kg
8	02	1550130	Turmeric(Whole )	<b>592.00</b>	NA	Kg
9	02	1550150	Ghee A.G. Mark (Brands Like Amul, Anik etc.) (Please see note below) Shelf life not less than 6 (six) months.	<b>812.00</b>		Kg
10	02	1550160	Mustard Oil. A.G. Mark Grade - 1, Shelf life not less than 6 (six) months.	<b>2030.00</b>		Kg
11	02	1550200	Tea Leaf CTC	<b>480.00</b>	NA	Kg.
12	02	1550020	Rice	<b>31033.00</b>	NA	Kg.
13	02	1550030	Atta (Good quality).In 5/10 kg Pack ,Like Ganesh , Ashirbad, Nature fresh etc. Shelf life is not less than 6 (six) months.	<b>3654.00</b>		Kg.

**NOTE:**

1. For Ghee, Atta, & Mustard oil, Brand and Makers' name as may be applicable should be stated.
2. Supply of Mustard Oil is to be made to Marine Crew in new sealed non returnable containers.
3. Supply of Ghee of brands like Amul, Anik etc. to Marine Crew is to be made in 1, 2, 4, 5, 15 & 16 Kgs new sealed non-returnable containers

Date:

(Signature &amp; the Seal of the Bidder)

**PRICE NOT TO BE QUOTED HERE.****ALL PRICE TO BE FILLED ONLINE ONLY.****ANY PRICE FILLED IN HERE WILL RENDER THE OFFER AS INVALID.**

**CONTRACT FORM**

Code No.1224150

S-82

New-1056

**Tender no. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021**

**(To be filled up and uploaded online after seal and signature )**

**CHIEF MECHANICAL ENGINEER (I/C)  
SMP, KOLKATA**

Sir,

1. I/We the undersigned hereby tender to supply the Trustees with such of the several articles or items enumerated in the accompanying list as you may select at the price stated therein and on terms as specified in the prescribed agreement.
2. If my/our tender or any portion of it is accepted I/We agree within 10 days of receiving notice of acceptance to execute an agreement, in the prescribed form, and to deposit with the Trustees' Financial Adviser and Chief Accounts Officer, 3% of the value of the accepted Tender, this deposit to be at my/our option either in Cash or in Government of SMP, Kolkata Securities or in National Savings Certificates to an equivalent market value. I/We understand that no interest will be payable on such deposit.
3. I/We agree that if I/We withdraw my/our tender before the receipt of advice of the Trustees decision or if after my/our tender has been accepted in Whole or in part. I/We fail to execute the Prescribed Agreement within ten days after such acceptance the declaration at stated in earnest Money /Bid Security declaration will immediately come into force , and in the later case the Tender may be cancelled.
4. Notwithstanding anything hereinbefore contained and without prejudice any of the rights of the Trustees' and without in any way effecting any of my/our liabilities. I/We hereby agree and confirm that I/We have pursued and understood the terms and conditions and import of all the causes in the prescribed agreement, a copy whereof has been duly initialed by me/us for identification and submitted with the tender and I/We agree that the terms and conditions contained in the said prescribed agreement shall be deemed to form part of the terms and conditions of the tenders and I/We shall be bound by same.
5. I/We agree not to sub let or assign the Contract for supplies or any part thereof at any benefit there under.
6. I/We bind myself/ourselves to supply, if required to do so up to 110% of the quantities accepted by the Trustees.
7. I/We agree to bear the cost of stamping the agreement.
8. I/We agree that delivery of articles will not be completed until such articles are inspected and passed at destination by an officer of the Trustees whose decision shall be final until such inspection and passing the articles shall remain and or will continue to remain at my/our sole risk. The rates quoted include delivery at Garden Reach.
9. Unless otherwise specified in the order I/We undertake to deliver supplies not later than 24 hours from the receipt of the order if received by noon on a week day or the case of an order received later than noon, 48 hours after such receipt failing which a purchase may be made against me/us in the open market on my/our account and risk and additional cost incurred thereby may be received from the 3 per cent deposit made by me/us in terms of clause 3 or any other way that the Trustees may think fit and proper.
10. I/We agree to all bills for articles supplied being prepared in and paid at the Trustees' Head Office by the existing mode which will absolve the Trustees from all liabilities whatsoever
11. The articles supplied will be in strict accordance with the specification and or description in the Schedule.
12. The price quoted for net weight or net measurement but the prices include cost of containers and delivery to SMP, Kolkata Stores 6, Garden Reach Road, Kidderpore, Kolkata – 700023.
13. Rate unit have not been altered in the Tender and quotations have been entered in both figures and words.
14. The total value of each item has been shown in the column provided for that purpose.
15. Country of manufacturer has been stated.
16. **Charge for work necessary for completion of Contract:** - I/We agree to pay all charges for handling, stamping, painting, marking, protecting and preserving patent rights drawings, templates, models and gauges and for all such measures as may be deemed necessary for the proper completion of the Contract even although special provision thereof has not been made in the specification or drawings.
17. **Indemnity Clause:** - I/We agree to all times to indemnify the Trustees against all claims which may be made in respect of the several articles or items enumerated in the list attached hereto under any patent or other rights and

accept responsibilities for all risk or accidents or damage from whatever cause arising; PROVIDED Always that in the Trustees shall notify me/us of same and I/We shall be at liberty at my/our own expense to take steps in the matter that I/We may think fit.

18. **REMOVAL OF REJECTED STORES:** - I/We agree to remove within a fortnight from the date of rejection of any stores delivered by me/us and such rejected stores shall lie at my/our risk and rent may be charged at the Trustees' option. If I/We fail to remove such stores within a fortnight of rejection the Trustees shall have the right to dispose of the same and I/We shall have no claim against the Trustees in respect of the said (rejected) stores.

19. For non-observance of any of the terms of the tender and/or Agreement or otherwise the Trustees have absolute right without assigning any reasons to cancel the tender and/or the agreement and I/We shall be liable for all losses and damages arising there under and this is without prejudice to all other rights and remedies of the Trustees.

20. It is distinctly understood by and between the parties that notwithstanding anything hereinbefore contained the Trustees without prejudice to any of their rights shall be at liberty to deduct set off or adjust out of any money that may become refundable or payable by the Trustees to the tenderer in respect of the present tender or out of the security deposit in respect of the present tender any sum of sums that may be payable or has become payable by the tenderer to the Trustees or recoverable from the tenderer in respect of any other tender or contact between the tenderer and Trustees in these respect, the decision of the Trustees' Chief Mechanical Engineer shall be final and binding on both the parties.

21. I/We further confirm that I/We have carefully gone through the whole of the tender documents and understood the same.

22. It is also confirmed that no part of the tender document has been changed/modified by me/us.

23. Further, I/We confirm that statement of facts/figures information incorporated in my/our Offer is correct.

Yours faithfully

Signature .....

Address.....

Dated .....2021

\* Signature and Address of the Tenderer to be given here in full

# FORM-1

## Expressed undertaking by the Bidder (To be filled up and uploaded online after seal and signature )

Code No: 1223740

S – 10 (a)

**TENDER No STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021**

### TENDER FOR PROCURMENT OF DRY PROVISIONS FOR KOLKATA DOCK SYSTEM

**CHIEF MECHANICAL ENGINEER (I/C)  
SMP, KOLKATA  
8, GARDEN REACH ROAD, KOL-43**

I/We hereby tender to supply and deliver the articles noted below to your General Stores at Kidderpore on a one delivery contract basis (unless otherwise stated) at the rate quoted in Price schedule & subject to the conditions of Tender.

[Please strike out the alternative which is not applicable in your case out of the following three and initial the same.]

1. I/We hereby declare that I/We have not been banned or, de-listed by any Government Agency or Quasi-Government Agency or Public Sector Unit.
2. I/We hereby enclose the details of any banned/de-listed imposed on my/our agency by any Govt. /Quasi - Govt. Agency or, PSU.
3. I/we hereby confirmed the acceptance of all the technical & commercial terms of the tender.
4. I/We hereby confirm, that we have fully read and understood the entire Tender Document, GCC, Special Conditions and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Special Conditions and Addenda to ***which I/WE unconditional agree and submit my/our bid online using my/our Digital Signature***

**Date:**

**Place:**

**Full Name in Block Letters:**

Signature of Tenderer with Official Seal

**Address:**

**Telephone:**

**Fax**

**E MAIL ID**

## FORM-2

### General Particulars of the Tenderer

TENDER No. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021

#### GENERAL PARTICULARS OF THE TENDERER

### (To be filled up and uploaded online after seal and signature )

- I. Official Address for communication :
- II. a) Telephone :  
Cell Phone :  
b) Fax :  
c) E-mail address :
- IV. Status of the bidder :
- V. Valid Trade License  
(Please upload photocopy) :
- VI. PAN (upload photocopy) :
- VII. GST Registration no.  
(Upload Photocopy of certificate) :
- VII. Particulars of EMD  
(Bid Security/Earnest Money Declaration Form) :
- VIII. Particulars of Tender Cost deposited :  
(Upload Photocopy of TR/Certificate of  
Registration if any for tendered items  
with DGS &D/NSIC Ltd /DIC/UDYOG AADHAR  
/MM division, SMP, Kolkata)
- VIII. Have you ever been debarred by :  
any Govt. department or Govt. Undertaking  
to carry out any work.
- IX. Please upload copies of execution :  
Certificate(s) issued by PSU/Public Limited  
Companies to whom similar items have  
been supplied by you as per eligibility criteria  
mentioned at 1 (i) of page no-9 of NIT
- X. Upload last 3 years Profit & Loss A/c  
and Balance Sheet

Date:

(Signature & the Seal of the Bidder)

## **FORM 3**

### **BANK PARTICULARS**

**TENDER No. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021**  
**(To be filled up and uploaded online after seal and signature )**

**Syama Prasad Mookerjee Port,Kolkata**

15, Strand Road, Kolkata-700001

Format for payment through ECS / RTGS

1. Party names :
2. Bank Name :
3. Branch name :
4. Type of Account :
5. Account Number :
6. MICR CODE OF KOLKATA R.B.I :
- AND
7. IFS Code No. :
8. PAN No. :
9. GST No. :

(Signature with official seal)

**NB: A Xerox copy of a cancelled cheque is to be enclosed.**

## **ANNEXURE – E**

**TENDER No. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021**  
**(To be filled up and uploaded online after seal and signature )**

### **BID SECURITY/EARNEST MONEY DECLARATION FORM**

Chief Mechanical Engineer (I/C)  
8, Garden reach road, Kol-43  
Kolkata Dock System  
SMP, Kolkata

Ref: TENDER No: STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021

Sir,

I/We, ----- (Name of the bidder) understand that, according to your conditions, bids must be supported by a Bid-Security /Earnest Money Declaration.

I/We do hereby declare that I/We shall not withdraw or modify bids during period of validity etc., in case, any withdrawn / modification of the bids is done during validity period, I/We will be suspended for three years from participation of any tender with entity that invited the bids.

**Name and Signature of Tenderer with official seal**

**CHECK LIST**

**TENDER No. STR/13566/21-22/DRY PROVISIONS Dated: 20.05.2021 to be opened on 27.09.2021**

**(LIST OF DOCUMENTS TO BE DULY FILED, SIGNED, STAMPED AND  
UPLOADED ONLINE ALONG WITH THE BID).**

- a) Copy of GST Registration Certificate.
- b) Copy of PAN Card.
- c) Copies of last three years Balance Sheet and Profit & Loss A/c. (Audited where applicable) for last three years ending 31.03.2021.
- d) Credential of having experience in successfully executing supply of similar item (similar to items tendered out) during last 2 years ending 31.08.2021, i.e. Order copy, Supply challans duly materials approved by purchaser, Goods receipt note.
- e) Trade License issued by a Competent Authority.
- f) Copy of Treasure Receipt/original D.D towards deposit of Tender Cost.
- g) Duly filed signed stamped copy of Annexure-C ( Schedule of Requirements ) of the subject NIT
- h) Duly filed signed stamped copy of Annexure-E (**Bid Security/Earnest Money Declaration form**)
- i) Duly filed signed stamped copy of Annexure – D & F of the subject NIT
- j) Duly filed signed, stamped copy of Form 1,2 & 3 of the subject NIT

**N. B. All the other documents in support of fulfilling Eligibility  
criteria as mentioned in Annexure B of the NIT are to be uploaded  
online.**

Offer No. \_\_\_\_\_

Authorized Signatory of the Tenderer

Date: \_\_\_\_\_

(With official Seal and date)