

SUPPLY OF SAFETY SHOES

I. SCOPE :

Tenders are invited through Government e- Marketing Place (GeM Portal) in Single Stage Two Cover bidding procedure [Technical Bid and Financial Bid] for the Supply of 520 Nos. Black colour and 10 Nos. Brown colour Leather Safety Shoes, conforming to IS 15298 (PART-2) & EN ISO-20345:2011 at Cochin Port Authority, Willingdon Island, Kochi, Kerala as per specification and conditions given below

SL NO	Description	Unit	Qty
1	LEATHER SAFETY SHOES, BLACK Colour	Pair.	520
2	LEATHER SAFETY SHOES, BROWN Colour	Pair.	10
Specifications of Safety Shoes			
Size	5 to 11 or 39 to 45		
Design	A, Low Ankle Safety Shoe		
Approvals	IS 15298 (PART-2) & EN ISO-20345:2011		
Sole Type	DIP Single density safety shoe with fully molded polyurethane (PU) sole		
Upper	Genuine black leather upper in Barton print Black Waterproof DIN-S3		
Outsole	Oil & Fuel Resistant, Anti-static, Heat Resistant and Slip Resistant		
Insole	Non-Woven Anti-static, 2mm		
In socks	Soft, Cushioned 3mm EVA Laminated With Anti-Bacterial Properties.		
Lining	Soft, Breathable and Absorbent Spacer with Anti-Bacterial Treatment for Odour Control		
Toe cap	Rust Proof 200j Steel Toe Cap		
Eyelets	Rust free Eyelets Black Coated Round		
Warranty	12 Months		

II. Conditions

- a. All the items offered should be brand new and shall be as per approved quality and standards. They shall be of such design, size and material as to function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site.
- b. Bidders should mention the quoted Brand/Make of all items in their bid and submit the brochure/catalogue of the same should be uploaded along with the bid, offers without mentioning the quoted brand/make will be left out of consideration.
- c. **Evaluation and comparison of bids:** Only such bids, as determined to be substantially responsive to the requirements of the bid documents will be evaluated. Other non- responsive bids will be rejected. The Port's decision on this shall be final, conclusive and binding. Total value wise evaluation has been opted for this bid.

- d. **Determination of Responsiveness:** The bid which does not satisfy the Bid Specifications and other bid conditions shall summarily be rejected and shall not be considered for further evaluation. Cochin Port Authority will scrutinize the bids to determine whether the bid is substantially responsive to the requirements of the bid documents. For the purpose of this clause, a substantially responsive bid is one which inter-alia conforms to all the terms and conditions of the bid documents.
- e. **Acceptance of Bid:** Cochin Port Authority does not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons whatsoever
- f. Detailed Technical Specification of the offered product should be uploaded along with the bid document.
- g. The bidder is expected to examine all instructions, forms, terms, specifications etc. in the tender document. Failure to furnish all information / documentations required in the Tender documents may result in the rejection of Tender.
- h. To assist in the examination, evaluation and comparison of bids, Cochin Port Authority may ask bidders, individually for clarification of their bid. The request for clarification and the response shall be sent through GeM Portal/e-mail, but no change in price or substance of the bid shall be sought, offered or permitted.
- i. Language of the tender: The tender submitted by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the Cochin Port Authority shall be in English language. Any printed literature, other than in English language shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern
- j. Bidders should not submit their offer with any **conditions / counter conditions** anywhere in the Bid document. The conditional tenders, if any, shall be considered as non-responsive and shall be summarily rejected.
- k. Supplier to inform himself fully: The supplier shall be deemed to have carefully examined the Buyer Added ATC in GeM Bid Document, technical specifications, and form of tender and informed himself fully regarding the conditions in which the contract is to be executed, the rules and regulations and all other matters and things affecting the cost of supply and satisfied himself fully regarding the sufficiency of his tender to cover all his obligations under the contract
- l. **Guarantee:** All items as per specifications should be guaranteed for **One Year** from the date of successful supply and acceptance by consignee at Cochin Port Site.
- m. **Pre – Bid:** Pre bid queries if any should reach this office through e-mail before one day prior to the date stipulated for Pre bid meeting in the GeM Bid Document.
- n. **Sample:** One pair Leather Safety Shoes offered shall be furnished as sample on or before the date of opening of Techno Commercial bid at Office of the Sr. Dy. Materials Manager, Cochin Port Authority, Cochin-9. The bids submitted without sample within the prescribed period will be summarily rejected.
- o. Safety Officer, Cochin Port Authority shall be the Engineer-in- charge for this procurement.
- p. **Delivery:** All items as per specifications should be packed in industrial standard in such a way to prevent any damage while transportation. If any items found damaged while supply, the same

should be summarily rejected and the supplier should replace the damaged items in their own cost.

- q. Terms of delivery: F.O.R at Site, Divisional stores, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.
- r. Delivery period: **30 Days** from the date of order.
- s. Payment terms: 100% payment will be made within 30 days from the date of supply.
- t. Consignee: Asst. Engineer (M), Materials Management Division, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State, Contact No: 0484 2582470/71/74. E-mail ID – santhosh.a@cochinport.gov.in
- u. Invoice should be addressed to: The Sr. Dy. Materials Manager, Materials Management Division, Cochin Port Authority, Willingdon Island, Cochin- 682009, Kerala State.
- v. **Income Tax Deduction:** Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- w. **TDS under GST Law:** Tax shall be deducted under GST law as per prevailing rate.
- x. Unloading of the items at site shall be arranged by Cochin Port Authority. No additional payment other than the quoted rates shall be paid.
- y. Disputes if any shall be under the jurisdiction of courts in Cochin.
- z. **Settlement of Dispute & Arbitration:** In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations. In the event of failure of mutual discussions/ negotiations the parties shall jointly appoint a sole arbitrator to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996.

The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The cost of Arbitration including fees, if any, of the Arbitrator shall, if required to be paid before the Award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be. The venue of the Arbitration shall be Ernakulam.

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/ Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/ new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port subject to the delegation of powers.