



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5243328  
Dated/दिनांक : 04-09-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-09-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-09-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Kolkata Port Trust
Office Name/कार्यालय का नाम	Haldia Dock Complex
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	PIPE AND CABLE LOCATOR / ROUTE TRACER (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Past Performance/विगत प्रदर्शन	60 %

**Bid Details/बिड विवरण**

<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	5 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2932

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

NA  
Name of Bank & Branch: State Bank of India, Haldia Port Branch. Account Name: Syama Prasad Mookerjee Port Haldia Account No.: 37603321733 IFS Code: SBIN0001360  
(Syama Prasad Mookerjee Port,haldia)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 60% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## **PIPE AND CABLE LOCATOR / ROUTE TRACER ( 1 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier**

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
APPLICATION / FREQUENCY / PERFORMANCE	Type	Precision Pipe and Cable locator / Route tracer
	Number of predefined Low frequencies available	0 - 15
	Number of predefined Medium frequencies available	0 - 15
	Number of predefined High frequencies available	0 - 15
	Simultaneous Dual frequency available	Yes, No
RECEIVER	Gain control	Auto, Both Auto & Manua Or higher
	Depth Measurement (in Transmitter Mode)	Upto 10 meter Or higher
	Depth Measurement Accuracy (in Transmitter Mode)	± 5% or better Or higher
	Display Size (Receiver)	1 - 10 (inch)
	GNSS (GPS)	No GPS, External GPS, In-built GPS Or higher
	Datalogging capability (Receiver)	NA, Auto, Manual, Both Auto & Manual Or higher
	Built-in Data logging memory (Receiver)	0, 2, 4 Or higher (gigabyte)
	Capacity of the SD Card supplied (inclusive in the supply)	0, 2, 4 (gigabyte)
POWER SOURCE / BATTERY FOR RECIVER	Power Source to the Receiver	Rechargeable Battery, Alkaline (non-rechargeable) Battery
TRASMITTER	Transmitter wattage (Minimum)	0.3, 1, 3, 4, 5, 10 Or higher (Watt)
	Display on Transmitter	No
	Display Size (Transmitter)	0.0 - 6.0 Or higher (inch)
	Information provided in the Transmitter Display	Output frequency, Battery Condition, Connected mode, Output Power level, Output Voltage, Output Current, NA
	Datalogging capability (Transmitter)	NA, Auto, Manual, Both Auto & Manua Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Built-in Data logging memory (Transmitter)</b>	0, 2, 4 Or higher ( <b>gigabyte</b> )
POWER SOURCE / BATTERY FOR TRANSMITTER	<b>Power Source to the Trasmiiiter</b>	Rechargeable Battery, Alkaline (non-rechargeable) Battery
GENERIC	<b>GPS (GNSS) Data Capability features</b>	NA
	<b>Software features</b>	Locator Configuration, Survey measurements data collation and export, User Account Management, Free software updation during warranty period, Filter usage logging and survey measurement points on Google maps, NA
ACCESSORIES INCLUSIVE IN THE SCOPE OF SUPPLY	<b>"Accessories inclusive in the scope of supply (Select Only Applicable Accessories )"</b>	Transmitter Signal Coupler / Clamp 100 mm dia with 2 meter connection lead, Battery Charger (only incase of Rechargeable Battery), Direct connection lead with magnets, 10 meter extension cable, Earth stake - 1 no., Suitable Carry bag, Instruction Manual
WARRANTY	<b>WARRANTY (FOR BOTH TRANSMITTER AND RECEIVER)</b>	3.0 ( <b>year</b> )

#### Additional Specification Parameters - PIPE AND CABLE LOCATOR / ROUTE TRACER ( 1 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
1) Display Size (Receiver)- 4 inch, 2) Built-in Data logging memory (Receiver)-0 gigabyte	Yes ( Values as per Additional Specification Parameters will be applicable).
3) Capacity of the SD Card supplied (inclusive in the supply)- 0 gigabyte	Yes ( Values as per Additional Specification Parameters will be applicable).
4) Transmitter wattage (Minimum)- 5 Watt, 5) Built-in Data logging memory (Transmitter)-0 gigabyte	Yes ( Values as per Additional Specification Parameters will be applicable).
6) Software features - Free software updation during warranty period ,Locator Configuration, 7) Number of predefined High frequencies available- 5	Yes ( Values as per Additional Specification Parameters will be applicable).
8) Simultaneous Dual Frequency Available- False / No, 9) GNSS (GPS)-No GPS	Yes ( Values as per Additional Specification Parameters will be applicable).

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sandeep Roshan	721607,Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust	1	56

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Central Store/ Site Store ,  
Haldia Dock Complex ,  
Chiranjibpur, Haldia-721604,  
District Purba Medinipur,  
West Bengal

**2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**4. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**5. Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**6. Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in

support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

7. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

8. **Generic**

Loading and Unloading at yard will be under the scope of the supplier.

9. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. **Generic**

**OPTIONAL SITE VISIT:**

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

all the cost of the visit inclusive of all cost component is to be borne by the bidder

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

11. **Generic**

Receipt inspection at yard shall be carried out by Buyer QC team and or or any external agency nominated by Buyer jointly with Seller representative. All requisite documentation including packing list, certificates, approved drawings etc are to be submitted to Buyer in advance for enabling inspection. Detailed Packing list (considered as actual supply quantity) shall clearly mention individual items in package and shall be the basis for physical inspection on receipt.

12. **Generic**

Scope of supply includes Training: Number of employees to be trained

4

, Place for Training

Power House, , Haldia Dock Complex , Chiranjibpur, Haldia-721604 or any other site within Dock Area and Duration of training

1

days.

13. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

inclusive of all parts , spares and accessories.

14. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

15. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

16. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

17. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

18. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

19. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

20. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

21. **Certificates**



Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 22. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 23. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 24. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

## 25. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

## 26. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 27. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex  
payable at  
Haldia

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 28. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Syama Prasad Mookerjee Port Haldia

Account No.

37603321733

IFSC Code

SBIN0001360

Bank Name

State Bank of India, Haldia Port Branch

Branch address

VERONA BUILDING DURGCHAK, P.O.KHANJANCHAK DIST:MIDNAPORE, WEST BENGAL Pincode - 721602

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## 29. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex

payable at

Haldia

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 30. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **Additional Commercial Terms & Conditions**

**Subject: Supply & Delivery (including imparting training) of Cable/Pipes Route Tracer setup [Transmitter, Receiver, Grounding set, Ground Stake etc.] to Haldia Dock Complex, SMP, Kolkata - Procurement through GeM.**

**(Gem Bid No. GEM/2024/B/5243328)**

**(To be printed on the bidder's Letter Head duly filled scanned and uploaded after seal and signature)**

### **1. EMD Deposition:**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex payable at Haldia.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Name of Bank & Branch: State Bank of India, Haldia Port Branch.

Account Name: Syama Prasad Mookerjee Port Haldia

Account No.: 37603321733

IFS Code: SBIN0001360

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

### **2. Pre- Qualification Criteria:**

i) Financial Criteria: Average Annual Financial Turnover during the last three financial years should be at least ₹2 lacs only.

ii) Credential Criteria: The prospective bidder(s) should submit credential for Supply and delivery of items u

nder similar category i.e. **PIPE AND CABLE LOCATOR / ROUTE TRACER** to State Govt./Central Govt./ PSU or Public / Private organization for a cumulative amount of ₹ 3,51,876.00 (Rupees Three Lakh Fifty One Thousand Eight Hundred Seventy Six only) minimum in any number of orders, during last 3 (three) years, to Govt., PSU or Public / Private organization which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents :

- a) Receipted Challan,
- b) Certificate of Execution,
- c) GRN,
- d) Excise Invoice,
- e) Tax Invoice,
- f) Consignment Note. etc. as a proof of supply.

Along with the bid, the bidder should submit self attested / notarized copies of aforesaid supply Order and Performance Certificate of satisfactory completion from the Client in support of contract having been executed as proof of past experience.

Note: Above stated PRE-QUALIFICATION CRITERIA documents should be submitted along with offer otherwise the offer would be liable for rejection.

**3.** Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years should be submitted with UDIN number. If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered. In case of the bidder is unable to submit audited accounts of last financial year (in case of tender opening date falling after June), due to non - completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the previous year.

**4.** HDC / SMPK reserves the rights to reject all tenders to accept any tender in whole or part without assigning any reason thereof. In case bidders quote the same rate originally, and in case splitting is applicable and if quantity is not divisible equally in such case decision of Engineer of the contract would be binding upon the bidder.

**5.** Price Bids (Part-II) of only those eligible bidders whose Part-I Bids (Techno-commercial Part) are complete and in order shall only be considered for Evaluation.

**6.** Mere participation in tender will not mean that a particular bidder will automatically be considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.

**7.** Version of materials specifications to be procured have been stated in the many places of the bid document such as technical sheet, price bid & un-price BoQ (Annexure-I) etc. In case of any dispute in the materials specifications version and in such case, material specifications version as stated in the un-price BoQ (Annexure-I) of the bid document will prevail over the all the version of Materials specifications stated in the bid document.

**8.** Tenders without requisite Earnest Money are liable to be rejected excepting relevant exempted categories as per GeM GTC.

**9. General Conditions of Contract:**

The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. The above mentioned General Conditions of Contract may be visited and go through it before quoting for the Tender. General Conditions of Contract is available at SMP, Kolkata website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)), [www.smporkolkata.shipping.gov.in](http://www.smporkolkata.shipping.gov.in).

(<https://smporkolkata.shipping.gov.in/showfile.php?layout=1&lang=1&lid=2531>).

Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

**10.** Actual delivery is to be done at the HDC's Central Store or site Store of P&E Division, Haldia Dock Complex, SMPK in Haldia or as per discretion of Sr. Dy. Manager(MM). Bidders may visit at site / Store of Haldia Dock Complex, SMPK in Haldia prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager of M.M. Division or his authorized representative at his office at Jawahar Tower, HDC, Haldia in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted.

#### **11. Evaluation and comparison of bids**

This being a single item tender, the Bidder shall quote his rate against the item on line based on his own analysis. 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. Bidder shall submit their offer for the item. The evaluation for award of tender will be on the basis of the overall wise "L1" basis for the said item.

**12.** To assist in the examination, evaluation and comparison of bids, Haldia Dock Complex, SMPK may ask bidders, individually for clarification of their bid. The request for clarification and the response shall be sent through GeM Portal / or through E-mail of SMPK, but no change in price or substance of the bid shall be sought, offered or permitted.

#### **13. Determination of Responsiveness:**

The bid which does not satisfy the pre-qualification criteria and other bid conditions shall summarily be rejected and shall not be considered for further evaluation. Haldia Dock Complex, SMPK 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.

#### **14. Acceptance of Bid:**

Haldia Dock Complex, SMPK Authority does not bind themselves 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.

#### **15. Security Deposit:**

i) The Earnest Money Deposit shall be released to the unsuccessful Bidder without any interest after finalization of Successful bidder. The Earnest Money of the successful Bidder shall be released after receiving Security Deposit.

ii) The EMD shall be adjusted towards Security Deposit equal to 5% of the basic contract value. The successful bidder shall pay Balance Security Deposit by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of India drawn in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" and payable at Haldia, within 30 days from the date of placement of order. Failing which, the HDC reserves the right to cancel the acceptance and forfeit the Earnest Money.

The Security Deposit shall be refunded without interest after the successful execution of the order and completion of Warrantee / guarantee period satisfactorily.

iii) If the contract value of Rs. One lac and above, the supplier shall be offered a DD or Bank Guarantee in the form of Security Deposit by any nationalized/scheduled bank payable at Haldia. The Bank Guarantee shall be submitted in the format available with HDC. In this regard this may please be noted that We have introduced a Bank Guarantee Repository System (BGRS) through ICICI Bank for handling the BGs both for KDS and HDC and therefore **“while issuing Bank Guarantee issuing applicant must mention receiver’s details as ICICI Bank IFSC ICIC0003507 Branch- Haldia Township Branch, in BG text at which SF MS IFIN 760 messages to be sent by issuing Bank, to establish the authenticity of given BG”**.

iv) 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 at the option of the Trustees’.

**16. Governing Law:**

The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata. Disputes if any shall be under the jurisdiction of courts in Kolkata.

**17. SCOPE OF WORK:**

The work comprises of **Supply & Delivery (including imparting training) of Cable/Pipes Route Tracker setup [Transmitter, Receiver, Grounding set, Ground Stake etc.] to Haldia Dock Complex, SMP, Kolkata - Procurement through GeM**, or at any other point within the jurisdiction of SMPK, HDC as per directives of the Sr. Dy. Manager (MM), Haldia including unloading and stacking at your own cost, risk and responsibility.

**18. PRICE:**

F.O.R. upto store/site of Haldia Dock Complex, Haldia and remain firm till execution. The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II). Price(s) shall be quoted upto F.O.R. destination, Haldia Dock Complex, Haldia, including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk necessary for the complete services as described in the documents i.e. on free delivery basis up to Dock Site/Store of Haldia Dock Complex, Haldia. The applicable GST should be shown separately.

**19. GST:**

Please indicate GST rate in % if it is applicable and also whether, it is included or excluded in the quoted Price.

**For BoQ Item-1 : GST: ----- % (Inclusive or Extra)**

**Note : Mark inclusive or extra whichever is applicable.**

**20. Terms of delivery:**

F.O.R at Stores/Site / office at Haldia Dock Complex, Haldia

**21. Delivery period:**

As given in **Clause No. 5.3.1** of Annexure-II (special terms and conditions) of the Buyer uploaded ATC document, “The Supply & Delivery of the complete setup, should be completed within **08 weeks**, from the date of placement of order”.

**22. Payment Terms:**

As given in **Clause No. 5.10.1** of Annexure-II (special terms and conditions) of the Buyer uploaded ATC document.

**23. 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.

**24. TDS under GST Law:**

Tax shall be deducted under GST law as per prevailing rate.

**25. Inspection:**

As given in Clause Nos. 5.2.1 & 5.5.1 of Annexure-II (special terms and conditions) of the Buyer uploaded A TC document.

**26. Warranty:**

As given in Clause Nos. 5.4.1 & 5.5.1 of Annexure-II (special terms and conditions) of the Buyer uploaded A TC document.

**27. Transit Risk:**

Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.

**28. Liquidated Damages:**

As given in Clause Nos. 5.6.1 of Annexure-II (special terms and conditions) of the Buyer uploaded ATC document

**29. Force Majeure:**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earth-quake, War, Revolts, Riots, Fire, Floods, Sabotage, Hurricanes/Cyclones and Strikes, excluding strikes by the employees of the Supplier or, their sub-Contractors. Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim.

**30. Risk Purchase:**

In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (MM), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (M.M.) or his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).

**31. Dock Permits:**

The successful Bidder shall have to obtain permits from the office of Sr. Dy. Manager(MM) / Sr. Dy. Manager (P&E) for delivery of materials and Dock Permit or as directed for entry of their vehicles and workers into the Trustees' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of proper application with payment of necessary charges (if any) for the same during normal working hours on any working day.

**32. Packing of Materials:**

Material will be packed by you at your own responsibility at your own cost and arrangement for protection against any damage, loss, breakage or leakage etc. The materials should be Packed in steel drums.

**33. Dispatch Arrangements:**

The supplier shall be fully responsible for any transit loss or damage to the materials. The supplier shall send advance intimation as to the actual date of delivery of each and every instalment of supply. Delivery of materials will not be accepted on Saturday, Sundays and Port Holidays. The authorized representative of the suppliers should be present at the time delivery for jointly noting with the representative of SMPK the discrepancies, if any, regarding the particulars of materials actually delivered against the challans for the same. Delivery will not be accepted if not accompanied with proper delivery challans (in quadruplicate) and other related documents like inspection certificates, etc. No lorry shall be permitted into the protected area during night-time. Detention of lorries, if any, will be on supplier's account. In case **e-way bill** is required to deliver the materials, suppliers need to arrange themselves for the same through latest online portal.

**34. Contract Agreement:**

The successful bidder will be required to acknowledge the receipt of purchase order /contract and take necessary action accordingly from the date of receipt of purchase order and it will be considered as acceptance of contractor/successful bidder for execution of the contract agreement as above. In case of issuance of p

urchase order, if done through GeM portal/e-mail and delivery of purchase order is done successfully through GeM portal/e-mail, in such case, it will also be considered as acceptance of contractor/successful bidder for execution of the contract agreement as above, the bid submitted by the supplier together with Purchase Order/Letter of Intent issued by Senior Deputy Materials Manger accepting the bid shall constitute a binding contract between Haldia Dock Complex, SMPK Authority and the Supplier.

**35. Workmen Compensation:**

The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at SMPK's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

**36. Personal Protective Equipment (PPE):**

Suppliers and their workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply of materials inside the dock premises.

**37. Certificates:**

i) Material Test Certificate either from manufacturer or from Government approved test laboratories /or registered test house.

ii) Warrantee / Guarantee certificate must be produced at the time of inspection of the materials and along with the supply.

**38.** Bidder should upload duly filled, signed and sealed enclosures attached as Annexures-I/II/III/IV/V/VI/VII and each page of Additional Terms and condition and signed Bid Document along with the bid as a token of acceptance of specifications and conditions of the bid.

**Signature of the Tenderer with seal**

**31. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**