

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details  |  |
|--|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time  | 21-03-2026 15:00:00  |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time   | 21-03-2026 15:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)  | 120 (Days)   |
| मंत्रालय/राज्य का नाम / Ministry/State Name  | Ministry Of Ports, Shipping And Waterways  |
| विभाग का नाम / Department Name   | Na   |
| संगठन का नाम / Organisation Name   | Kolkata Port Trust   |
| कार्यालय का नाम / Office Name  | Haldia Dock Complex  |
| कुल मात्रा / Total Quantity  | 110  |
| वस्तु श्रेणी / Item Category   | 27.50-meter-long Studlink Chains, 50 mm diameter (Grade-U2) , with one' D' Shackle fitted at each end , Hot Dip Galvanised Dee Shackles, 50 mm diameter, conforming to IS-6132 (Part-II) , Grade 63. , Danforth Anchors, 2500 Kg each.   |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS  | Danforth Anchors, 2500 Kg each.  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS   | E - Tourist Vehicle / Golf Cart  |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                    | <ul style="list-style-type: none"> <li>• Grapnel Anchor</li> </ul>   |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover       | No   |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover | No   |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller   | 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<br>*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 |

**बिड विवरण/Bid Details**

|  |  |
|--|--|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension  | 1  |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended  | 7  |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count  | 1  |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled   | No   |
| बिड का प्रकार/Type of Bid  | Two Packet Bid   |
| प्राथमिक उत्पाद श्रेणी/Primary product category  | 27.50-meter-long Studlink Chains, 50 mm diameter (Grade-U2) , with one' D' Shackle fitted at each end  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation  | 5 Days   |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                     | No   |
| मूल्यांकन पद्धति/Evaluation Method   | Item wise evaluation   |
| मध्यस्थता खंड/Arbitration Clause   | No   |
| सुलह खंड/Mediation Clause  | No   |

**ईएमडी विवरण/EMD Detail**

|   |                     |
|---|---------------------|
| एडवाइजरी बैंक/Advisory Bank               | State Bank of India |
| Schedule 1 ईएमडी राशि/EMD Amount (In INR) | 10000               |
| Schedule 2 ईएमडी राशि/EMD Amount (In INR) | 1588                |
| Schedule 3 ईएमडी राशि/EMD Amount (In INR) | 10000               |

**ईपीबीजी विवरण /ePBG Detail**

|                   |    |
|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी 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।/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.

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

**लाभार्थी /Beneficiary :**

GENERAL MANAGER (FINANCE)

Haldia Dock Complex, NA, Kolkata Port Trust, Ministry of Ports, Shipping and Waterways  
(Abhijit Gupta)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

| एमआईआई खरीद वरीयता / MII Purchase Preference  | Yes   |
|---|---|
| मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%  | 20  |
| मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference   | 50  |
| सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time) | Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time) |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
|--|-----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15  |

|   |    |
|---|----|
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference | 25 |
|---|----|

1. 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.

2. 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.

3. 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.

#### Pre Bid Detail(s)

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue   |
|---|--|
| 06-03-2026 15:00:00                               | A Pre-Bid meeting will be held with the interested Bidders through Physical mode at the Office of MM Division, 2nd Floor, Jawahar Tower, Haldia Dock Complex, Haldia, District Purba Medinipur, West Bengal-721607 |

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule.

The details of item-consignee combination covered under each schedule are as under:

| मूल्यांकन अनुसूचियां /<br>Evaluation Schedules | वस्तु/श्रेणी / Item/Category  | मात्रा /<br>Quantity |
|--|---|----------------------|
| Schedule 1                                     | 27.50-meter-long Studlink Chains, 50 Mm Diameter (grade-u2) , With One' D' Shackle Fitted At Each End | 55                   |
| Schedule 2                                     | Hot Dip Galvanised Dee Shackles, 50 Mm Diameter, Conforming To Is-6132 (part-ii) , Grade 63.          | 50                   |
| Schedule 3                                     | Danforth Anchors, 2500 Kg Each.   | 5                    |

**27.50-meter-long Studlink Chains, 50 Mm Diameter (Grade-U2) , With One' D' Shackle Fitted At Each End ( 55 set )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Giri Raj Kamal<br>Prajapati                                   | 721607,Jawahar Tower<br>Connector Building, Haldia<br>Dock Complex, Kolkata Port<br>Trust | 55               | 120                             |

**Hot Dip Galvanised Dee Shackles, 50 Mm Diameter, Conforming To IS-6132 (Part-II) , Grade 63. ( 50 set )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

**तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Giri Raj Kamal<br>Prajapati                                   | 721607,Jawahar Tower<br>Connector Building, Haldia<br>Dock Complex, Kolkata Port<br>Trust | 50               | 120                             |

### Danforth Anchors, 2500 Kg Each. ( 5 set )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

|  |                          |
|--|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer<br>Specification Document | <a href="#">Download</a> |
|--|--------------------------|

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

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address   | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|---|------------------|---------------------------------|
| 1                 | Giri Raj Kamal<br>Prajapati                                   | 721607,Jawahar Tower<br>Connector Building, Haldia<br>Dock Complex, Kolkata Port<br>Trust | 5                | 120                             |

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. Generic

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

HDC's Central Store or any Site Store

As per the jurisdiction of I&CF Division  
Haldia Dock Complex, SMP Kolkata, Operational Building, Chiranjibpur  
Haldia, District Purba Medinipur  
West Bengal-721604

3. **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 %.

4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

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**

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

7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Additional Commercial Terms & Conditions**

**(Gem Bid No. : GEM/2026/B/7280158) against HDC's Tender No. HDC/MM/OT-17/16/27**

**Subject: Supply and delivery of Studlink Chains, Hot Dip Galvanised Dee Shackles & Danforth Anchors as per the Bill of Quantities (BoQ) and Technical Specification for Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) by inviting bids through Gem Portal.**

9.1 MINIMUM ELIGIBILITY CRITERIA (MEC) {Essential Document}:

9.1.1 Average Annual Financial Turnover during the last three financial years should be at least ₹ **46,78,755.00** only. 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 and Profit & Loss account/ Trading account of relevant periods with UDIN number shall be provided with the bid.

In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken in to account for this criteria.

9.1.2 The prospective bidder(s) must have experience of having completed Supply & Delivery of **Studlink Chains/Hot Dip Galvanised/Dee Shackles/Danforth Anchors/Buoy Chains/Moori ng Chains/Swivels/Shackles etc** to State Govt./Central Govt./ PSU or Public / Private organization on for a cumulative amount of ₹ **93,57,510.00** (Rupees Ninety Three Lakh Fifty Seven Thousand Five Hundred Ten only) maximum in three number of orders, during last five years ending last day of month previous to the one in which this offers/ bids are invited, 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. / CRAC etc. as a proof of supply.

9.1.3 Scanned copy of Power of Attorney (if applicable) to be submitted as per the attached form at given in Annexure-II of Buyer uploaded ATC document:

All documents to be uploaded by the bidder should be signed under official seal by –

- i) In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.
- ii) In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.
- iii) In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the constitution of the Limited Company.

Note1: No new credential document would be taken after tender opening and if credential document is short in amount in the manner indicate in the bid document, the offer would be liable for rejection without any clarification.

Note2: The bidders are required to submit bid as per the instructions of the instant bidding documents (Bid will be considered rejected if any of the essential documents as mentioned in Clause no. 9.1 is not submitted by the bidder. Essential documents means papers related to “Minimum Eligibility Criteria (MEC)”.

## 9.2. OTHER DOCUMENTS:

1) TDS certificate including 26AS to validate the legitimacy of work completion certificate/s submitted as credential.

**9.3.** 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.

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

**9.5** 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.

#### **9.6 EMD Deposition:**

Bidders should 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.

#### **9.7 Approval of Design and Drawings:**

9.7.1 The Successful bidder(s) are required to submit a General Arrangement Drawing showing the dimension details of all the items for approval within 10 days from the date of receipt of order before starting fabrication/manufacturing. Delay in submission of GA Drawing by the bidder beyond 10 days from the date of receipt of order will be considered for imposition of L.D.

9.7.2 Delay in approval of GA drawing by HDC beyond 10 days from date of submission by the bidder will not be considered for imposition of L.D.

#### **9.8 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 <https://smp.smpportkolkata.in>.

( <https://smp.smpportkolkata.in/smpk/wp-content/uploads/2018/03/48559384.pdf> ).

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.

**9.9** The Supply and delivery of **Studlink Chains, Hot Dip Galvanised Dee Shackles & Danforth Anchors** as per the BoQ and technical specification, F.O.R up to HDC's store or as per discretion of Engineer of Contract. 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.

#### **9.10 Evaluation and comparison of bids:**

This being an item rate tender, the Bidder shall quote his rate against the items on line based on his own analysis. Only such bids, as determined to be substantially responsive to the requirements of the bid document 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 all the items or t

he item(s) of choice. The evaluation for award of tender will be on the basis of Item-wise L1 offer basis.

**9.11** 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.

#### **9.12 Determination of Responsiveness :**

The bid which does not satisfy the MINIMUM ELIGIBILITY CRITERIA (MEC) 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.

#### **9.13 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.

#### **9.14 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 or/ in case of necessity, HDC also reserves the right to recover from the bidder the amount of such security deposit by deducting the amount from their pending bills under the contract or any other contract within the jurisdiction of Haldia Dock Complex or SMPK as a whole as the case may be.

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

iv) If the contract value is of Rs. One lac and above, the supplier shall offer 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 SFMS IFIN 760 messages to be sent by issuing Bank, to establish the authenticity of given BG"**.

v) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Buyer/Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Buyer/Trustees'.

#### **9.15 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.

#### **9.16 SCOPE OF WORK:**

**Supply and delivery of Studlink Chains, Hot Dip Galvanised Dee Shackles & Danforth Anchors as per the Bill of Quantities (BoQ) and Technical Specification for Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) by inviting bids thr**

**ough Gem Portal**, F.O.R up to HDC's store. Technical Specification is mentioned in Gem Bid Document and Bill Of Quantities is given in Annexure-I & Annexure-II.

**9.17 PRICE:**

The bidder shall quote his price on F.O.R. upto store/site of Haldia Dock Complex, Haldia and remain in firm till full execution of the contract. 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.

In case any instrument / parts are required to be imported for executing the contract, the customs duty, clearance charges, etc. is to be borne by the contractor at their risk, cost and responsibilities. However, such costs may be incorporated in the Price Bid at the earmarked place for recoupment and will be considered within the Evaluated Value of the tender.

**9.18 GST:**

Please indicate GST rate in % clearly, as applicable in the **Annexure-V**.

**9.19 Terms of Supply and Delivery:**

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

**9.20 Time of Completion:**

The supply and delivery of the ordered quantity should be completed within 120 days from the date of placement of order.

**9.21 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.

**9.22 TDS under GST Law:**

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

**9.23 Inspection & Testing:**

Pre-Dispatch Inspection of all items would be done as follows :-

1) For BOQ Item Sl. No. 1 & 3, inspection will be done by anyone of the following classification societies-IRS/LRS/BVQ/DVN/ABS at suppliers cost and arrangement before dispatch and this certificate should be submitted at the time of delivery of materials at the site of HDC.

2) For Item Sl. No. 2, certificate from "competent Person" of Dock Safety in Form -V, under Regulation 48 of Dock Workers (Safety, Health and Welfare) regulations, 1990 must be done at suppliers cost and arrangement before dispatch and this certificate should be submitted at the time of delivery of materials at the site of HDC.

Name, address and other particulars of third party inspecting agency who will be engaged by successful bidder for inspection of BOQ Item Sl. Nos. 1& 3 should be communicated to Sr. Dy. Manager (MM), Haldia Dock Complex within 04 weeks of Purchase Order.

All supplies of successful bidder would be subject to inspection before acceptance by Sr. Dy. Manager (I&CF), HDC or his authorized representative. In case the material supplied by successful bidder is not found to be in good condition/suitable, successful bidder shall have to replace it at their own cost and arrangement immediately.

Final Acceptance and clarification will be done by Sr. Dy. Manager(I&CF), HDC or his authorized representative. Any material/part/component, if found defective or not up to the standard quality, shall be forthwith rejected and the same shall be replaced by successful bidder free of cost.

Sample and other facilities related to inspection for testing would be provided by successful bidder free of cost. The material supplied by successful bidder would strictly conform to the laid down specifications of the tender/order. If necessary, samples from the supplies may be drawn and tested by the Trustee's own arrangement from Government approved test laboratories or registered test house. All charges in this regard will be borne by HDC, SMP Kolkata. However if the same are found to be inferior to the laid down specifications of the tender/order, the materials will be rejected in whole or in part and the supplier shall be debited with the cost of test and rejected materials shall be replaced by successful bidder at their own cost and arrangement.

It is to be noted that the above inspection will not relieve the successful bidder of their responsibility of maintaining quality to guarantee performance. If any defect would be found in any assembly / sub-assemblies / materials during the performance guarantee period, repair / replacement of the same will have to be done by the successful bidder, at his own cost, risk and arrangement.

#### **9.24 Transit Risk :**

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

#### **9.25 Liquidated Damages:**

If the Successful bidder(Supplier) failed to supply and deliver, the materials within the Work Completion period, LD will be levied @ ½ % per week on the value of the delayed portion subject to maximum of 10% of total basic value of order and GST would be chargeable extra on LD as applicable.

#### **9.26 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, Earthquake, 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.

#### **9.27 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 10 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).

#### **9.28 Dock Permits:**

The successful Bidder shall have to obtain permits from the office of Sr. Dy. Manager(MM) for Supply & delivery of materials and Dock Permit or as directed for entry of their vehicles and workers into the Buyer/Trustees' Stores/site for execution of the work/contract. 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.

#### **9.29 Packing of Materials:**

Material will be packed by you at your own responsibility at your own cost and arrangement for pr

tection against any damage, loss, breakage or leakage etc.

### **9.30 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.

### **9.31 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 purchase 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 Manger (MM) accepting the bid shall constitute a binding contract between Haldia Dock Complex, SMPK Authority and the Supplier.

### **9.32 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.

### **9.33 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.

### **9.34 Certificates:**

Following Certificates to be submitted at the time of supply of materials :-

- i) For BOQ Item Sl. Nos. 1 & 3, test certificate will be submitted from anyone of the following classification societies-IRS/LRS/BVQ/DVN/ABS.
- ii) For BOQ Item Sl. No. 2, test certificate will be submitted from classification society-IDLR.
- iii) Material Test Certificate either from manufacturer or from Government approved test laboratories or registered test house.
- iv) Guarantee / Warranty certificate must be produced at the time of inspection of the materials and along with the supply. All relevant certificate as asked in the tender is required to be furnished as per applicability at the time bidding as well as at the time supply and delivery.

### **9.35 Payment terms**

100% payment shall be made only after satisfactory Supply and Delivery of all items in good condition and acceptance of the same at the designated point and on submission of Bills in quadruplicate to Sr. Dy. Manager(MM) with necessary documents e.g., receipted challan in duplicate, test certificate, guarantee certificate, inspection report as applicable.

Payment shall be credited to supplier's Bank account through NEFT/RTGS mechanism within 30(thirty) days of receipt of satisfactory acceptance of aforesaid material at Haldia Dock Complex, Haldia Store/Site. The Supplier/successful bidder would submit a cancelled cheque and mention their bank details such as account number, IFSC Code, branch Name and address in the bill. Part payment would be allowed in two instalments.

### **9.36 GUARANTEE PERIOD**

Guarantee Certificate for all items should be submitted along with the invoice. The materials, with all accessories and attachment, shall have to be guaranteed by supplier against the manufacturing defects or, poor performance for a period of 12 months from the date of commissioning or, 18 months from the date of delivery and acceptance whichever is earlier. If any defect whatsoever develops during the guarantee period, the defective materials will have to be replaced/rectified as the case may be, by the bidder at their cost.

HDC will also be entitled to recover any loss incurred directly or indirectly due to non-fulfilment of guarantee.

**9.37** A Pre-Bid meeting will be held with the interested Bidders through Physical mode Office of M M Division, 2nd Floor, Jawahar Tower, Haldia Dock Complex, Haldia, District Purba Medinipur, West Bengal-721607 on 06.03.2025 for the purpose of holding technical & commercial discussions and providing clarifications by the Purchaser. In the Pre-Bid meeting, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the Bid Document may be required by the interested bidders, will be provided. In this regard, all the administrative & incidental expenses e.g. travelling, lodging and boarding etc shall be borne by the bidders. A list of clarification s/deviations required to be discussed in the Pre-Bid meeting shall be intimated/communicated to the Purchase Executive over e-mail ([gprajapati.hdc@smpportkolkata.shipping.gov.in](mailto:gprajapati.hdc@smpportkolkata.shipping.gov.in)) as per the tender document before attending the Pre-Bid meeting. Based upon the discussion held in the Pre-Bid meeting, a MOM shall be prepared and if required, a Corrigendum/Addendum shall be issued in Ge M Portal and it shall be treated as a part of the Tender document. However, the decision of the purchaser in this regard will be final. No further Pre-Bid suggestions for clarifications/deviations will be entertained after the Pre-Bid meeting.

**9.38** 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**

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

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

### **अस्वीकरण/Disclaimer**

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

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।/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.

**---धन्यवाद/Thank You---**