बिड संख्या/Bid Number: GEM/2026/B/8144018

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gm-engg.hdc@smportkolkata.shipping.gov.in Buyer Email id: rrkhan.hdc@smportkolkata.shipping.gov.in
कुल मात्रा/Total Quantity	1250
वस्तु श्रेणी /Item Category	PRC B. G. Sleeper
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PRC B. G. Sleeper
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Blood Lancets, Spinal Needle Conforming to IS 7350
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Buses for State Road Transport (V2)
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	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 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
अनुमानित बिड मूल्य / Estimated Bid Value	6265800
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	10000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ 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।/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).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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

General Manager(Engg.), HDC
Haldia Dock Complex, NA, Kolkata Port Trust, Ministry of Ports, Shipping and Waterways
(Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex)

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 availabele 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

PRC B. G. Sleeper (1250 pieces)

(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	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Swarup Dandapat	721607,Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust	1250	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 (Increased quantity ÷ Original quantity) × 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

   Site Store of I&CF Division, HDC, Chiranjibpur, Haldia-721604
   -
   -
   -
   -
   .

3. **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.

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**

   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.

6. **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.

7. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer’s standard format only.

8. **Generic**

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

9. **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.

Inclusive

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.

10. **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.

11. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

12. **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.

13. **Financial Criteria**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

14. **Scope of Supply**

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

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions

(Gem Bid No. GEM/2026/B/8144018 against HDC's Tender No.: HDC/MM/OT-09/46/48)

Subject: Supply and delivery of PRC B. G. Sleepers for 60 Kg Rail as per the BoQ and technical specification for Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata by inviting bids through Gem Portal.

15.1 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 hard-copy to the Buyer before Bid End date and time.

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 online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

15.2 Pre-Qualification Criteria (Essential Documents):

(**i**) Bids are invited from RDSO approved manufacturer only. Copy of valid **RDSO approved certificate** issued on Bidder for manufacture and supply of tender BOQ item must be submitted along with the offer.

(**ii**) **Financial Criteria**: Average Annual Financial Turnover during the last three financial years should be at least **₹ 15,93,000.00** (Rupees fifteen lakh ninety-three thousand only).

(**iii**) **Credential Criteria**: The prospective bidder(s) should submit credential for supply of PRC B G Sleepers for 60 Kg Rail for a cumulative amount of **₹31,86,000.00** (Rupees thirty one lakh eighty-six thousand only) [excluding GST] in maximum 03 number of orders, during last 7 (seven) 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.

g) TDS Certificate including 26AS.

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

15.3 OTHER DOCUMENTS:

15.3.1 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 te nder) falling within three months (April to June) of the closing of the latest financial year, the latest financia l 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 cas e of tender opening date falling after June), due to non – completion of audit or for any other reason, he ma y be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for th e previous year.

15.3.2 Scanned copy of Power of Attorney (if applicable):

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, hol ding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Pow er 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 v alid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Po wer of Attorney holder should also be attested, in accordance with the constitution of the Limited Compan y.

15.3.3 NA

15.4 HDC / SMPK reserves the rights to reject all tenders to accept any tender in whole or part with out assigning any reason thereof. In case bidders quote the same rate originally, and in case splitting is ap plicable and if quantity is not divisible equally in such case decision of Engineer of the contract would be bi nding upon the bidder. General Manager Engineering. Haldia Dock Complex shall be the Engineer-in- char ge for this procurement.

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

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

15.7 Description of materials specifications to be procured have been stated in the many places unde r the bid document such as Technical Sheet, Price Bid & Un-Price BoQ (Annexure-I) etc. In case of any disp ute in the description of materials specifications and in such case, description of material specifications as stated in the Un-Price BoQ (Annexure-I) of the bid document will prevail over the all the description of mat erials specifications stated under this bid document.

15.8 Tenders without requisite Earnest Money are liable to be rejected except relevant exempted cat egories as per GeM GTC.

15.9 NA

15.10 General Conditions of Contract:

The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, S pecifications, 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 qu oting for the Tender. General Conditions of Contract is available at SMP, Kolkata website (https://smportkol kata.shipping.gov.in).

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 th e main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

15.11 Actual delivery is to be done at the site / Store of Haldia Dock Complex, SMPK, at Haldia or as per discretion of Sr. Dy. Manager (MM). Bidders may visit at site / Store of Haldia Dock Complex, SMPK, at Haldia prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditi ons, 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, Hal dia in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obli gations in performing the work in accordance with this Bid Document within the quoted.

15.12 Evaluation and comparison of bids

The evaluation for award of tender will be on the basis of the overall "L1" basis. Bidder shall submit their o ffer for all the items. Only such bids, as determined to be substantially responsive to the requirements of t he bid documents will be evaluated. Other non- responsive bids will be rejected. The Port's decision on thi s shall be final, conclusive and binding.

15.13 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 sha ll be sent through GeM Portal / or through E-mail of SMPK, but no change in price or substance of the bid s hall be sought, offered or permitted.

15.14 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 scrut inize the bids to determine whether the bid is substantially responsive to the requirements of the bid docu ments. 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.

15.15 Acceptance of Bid:

Haldia Dock Complex, SMPK Authority does not bind themselves to accept the lowest bid or any bid and re serves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons wha tsoever.

15.16 Security Deposit:

i) The Security Deposit amount shall be equal to 5% of the basic contract value. The successful bidder shal l pay Security Deposit by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of Ind ia drawn in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" and payable at "Haldi a", within 30 days from the date of placement of order; failing which, the HDC reserves the right to deduct the same from the party's supply bill.

The Security Deposit shall be refunded without interest after the successful execution of the order and co mpletion of guarantee period satisfactorily.

ii) If the contract value of Rupees 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 receiv er's details as ICICI Bank IFSC ICIC0003507 Branch- Haldia Township Branch, in BG text at whic h SFMS IFIN 760 messages to be sent by issuing Bank, to establish the authenticity of given B G".**

iii) In the event of the successful bidder failing to execute the order within the stipulated delivery period wi thout sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees'.

15.17 Governing Law:

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

15.18 Scope of Work:

The work will include supply and delivery of PRC B. G. Sleepers for 60 Kg Rail as specified in the Bill of Quantities at the site/store of HDC at Haldia, 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.

15.19 Price:

The bidder shall quote his price as per the Bill of Quantities in the Price bid. Price(s) shall be quoted on F.O.R. basis up to Dock Site/Store of Haldia Dock Complex, SMPK, at Haldia, including charges for manufacturing, inspection, packing, forwarding, loading, transportation, unloading, stacking 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, SMPK, at Haldia inclusive of GST. The applicable percentage of GST should be included in their rate.

15.20 GST:

Please indicate applicable GST rate in % which is included in the quoted Price.

15.21 Terms of delivery:

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

15.22 Delivery period:

i) The supplier must complete delivery of the materials within 120 (One Hundred Twenty) days from the date of receipt of order. Materials are to be delivered at Site Stores of I & C F Division, HDC, Haldia. The supplier shall deliver materials at their own cost, risk and responsibility up to Site Store(s), I & C F Division, Haldia Dock Complex.

ii) In case of default in supply or, failure to deliver as per correct specification or, the approved quality within the time stipulated, Trustees are entitled to purchase the items from any other source at the risks, costs and expenses of the supplier. Such purchase may comprise the whole or, any portion of the supply remaining undelivered or, not approved.

iii) It will be the responsibility of the successful bidder to obtain the permission from the Railway authorities for manufacture and supply of Concrete sleepers to HDC.

iv) Delays due to following reasons shall not be on Supplier’s account and shall be excluded from the delivery period for providing extension of time, subject to submission of documentary evidences:

a) Time required by the RITES/Indian Railways to provide permission to the supplier for supplying the sleepers to HDC from the date of application of the supplier to the RITES/ Indian Railways for permission to the date of granting of permission by RITES/ Indian Railways authorities, provided the application for obtaining RITES/ Indian Railways permission is filed within 7 (Seven) days of receipt of Purchase order.

b) Time required by RITES/ Indian Railways authorities for inspecting the materials (more than 7 days) from the date of inspection call of the supplier submitted to the RITES/ Indian Railways to the date of inspection by RITES/ Railways authorities, which should be substantiated by producing the necessary documents by the supplier satisfying the Sr. Dy. Manager (MM).

15.23 Payment Terms:

100% payment shall be made only after satisfactory Supply, Inspection and Taking over of material as per tender conditions and acceptance of the same at designated points and on submission of Bill with necessary documents e.g., receipted challan in duplicate, guarantee certificate, inspection report as applicable. Part payment may be allowed.

Payment shall be credited to your bank account through NEFT/RTGS mechanism within 30(thirty) days of receipt of satisfactory acceptance of materials at Haldia Dock Complex, Haldia Store/site and required documents as per the tender conditions. Successful bidder would submit their bank Account No with the name and address of the bank along with the branch name account no. and IFS code number in the bill.

15.24 Income Tax Deduction:

Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant pr

ovisions of the Income Tax Act.

15.25 TDS under GST Law:

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

15.26 Inspection:

i) Pre-dispatch inspection of Sleepers shall be carried out at the depot of the suppliers by RITES/ Indian Rail ways. Inspection charges payable to RITES/ Indian Railways shall be paid by the Supplier(s) and shall be in cluded in the quoted rates. No supply shall be accepted without satisfactory Inspection certificate.

ii) Notwithstanding the inspection and passing of materials by RITES/ Indian Railways, any sleeper found at the time of delivery to be defective in quality and not conforming to the specified shape, size and weight a s per the relevant drawing and specification due to any reason whatsoever, shall be liable to rejection and the supplier shall replace the same at their cost and arrangement at the earliest.

iii) The supplier shall ensure that no sleeper gets damaged prior to their final acceptance. Notwithstanding the inspection and passing of materials by RITES/ Indian Railways, any sleeper found at the time of accept ance to be damaged due to any reason whatsoever, including labour handling during unloading carrying a nd stacking, shall be liable to rejection and the supplier shall replace the same at his cost and arrangemen t at the earliest.

iv) The supplier shall remove rejected materials within a fortnight from the date of rejection of stacks of rej ected materials. Such rejected materials shall be at Contractor's risk. If the contractor fails to remove such materials within a fortnight of rejection, the Trustees shall have the right to dispose of the same and the Contractor shall have no claim against the Trustees in respect of the said rejected materials.

V) Inspection report issued by RITES/ Indian Railways should be submitted along with the supplies.

vi) All supplies would be subject to inspection by the representative of Sr. Dy. Manager(I&CF),HDC before fi nal acceptance after delivery of materials considering supplier's Guarantee Certificate, Inspection report is sued by RITES/ Indian Railways and manufacturer test certificate. If necessary, samples from the supplies may be drawn and tested by the Trustees' own arrangement or at Government/ Government Registered T est House after delivery. 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 the bidder at their own cost and arrangemen t at the earliest within fifteen (15) days.

15.27 Guarantee:

The materials, with all accessories and attachments, shall have to be guaranteed by the supplier against t he manufacturing defects or, poor performance for a period of **12** months from the date of delivery & acce ptance. 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 own cost.

15.28 Transit Risk:

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

15.29 Liquidated Damages:

If the successful bidder (supplier) failed to supply materials during the delivery period, LD will be levied @ ½% per week on the basic 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.

15.30 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, Floo ds, 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 be en 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 cl

aim.

15.31 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).

15.32 Dock Permits:

The successful Bidder shall have to obtain permits from the office of the Sr. Dy. Manager (MM)/ Sr. Dy. Manager(I&CF) or his authorised representative 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.

15.33 Packing of Materials:

Material will be packed by successful bidder at their own responsibility at their own cost and arrangement for protection against any damage, loss, breakage or leakage etc.

15.34 Dispatch Arrangements:

i) The materials passed by RITES/ RDSO shall only be supplied. Materials shall be delivered by the successful Bidder at their own cost, risk and responsibility at different Railway Yards/ PW Depot/ Site Store of I&CF Division, Haldia Dock Complex. The supplier shall send advance intimation as to the actual date of delivery of each and every installment of supply. Delivery of materials will not be accepted on Saturday, Sundays and Holidays. No Lorry shall be permitted into the protected area during night-time. Detention of Lorries, if any, will be on Supplier's account.

ii) 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.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. In case e-way bill is required to deliver the materials, suppliers need to arrange themselves for the same through latest online portal.

15.35 Purchase Order:

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 Purchase Order 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.

15.36 Workmen Compensation:

The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at SMPK 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.

15.37 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.

15.38 Certificates:

Guarantee Certificate, Pre-dispatch Inspection report issued by RITES/ Indian Railways and Manufacturer t

est certificate.

1 5 . 3 9 Bidder should upload duly filled, signed and sealed enclosures attached as **Annexures-I/II/III/IV/V/VI & VII** and signed Bid Document along with signed Additional Terms and condition with the b id as a token of acceptance of specifications and conditions of the bid.

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16. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---