

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687797985827

अनुबंध तिथि | Generated Date : 28-Sep-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4863647](#)

अनुसूची नाम | Schedule Name: Schedule 10

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central Autonomous मंत्रालय   Ministry : Ministry of Ports, Shipping and Waterways विभाग   Department : NA संगठन का नाम   Organisation Name : Kolkata Port Trust कार्यालय क्षेत्र   Office Zone: Haldia Dock Complex	पद   Designation : Assistant Manager MM संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : gprajapati.hdc@nic.in जीएसटीआईएन   GSTIN : 19AAAJK0361L1Z3 पता   Address : Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust, East Medinipur, WEST BENGAL-721607, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: General Manager (Engg.) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: General Manager (Fin.)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Assistant Manager ईमेल आईडी   Email ID : bijiteshb.hdc@nic.in जीएसटीआईएन   GSTIN : 19AAAJK0361L1Z3 पता   Address: Jawahar Tower Connector Building, Haldia Dock Complex, Kolkata Port Trust, East Medinipur, WEST BENGAL-721607, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 7DD5180000101224 कंपनी का नाम   Company Name : ARABIAN PETROLEUM LIMITED संपर्क नंबर   Contact No. : 09167882935 ईमेल आईडी   Email ID : sales@arabianpetroleum.co.in पता   Address : PLOT NO. 14-B,,MIDC, MORIVALI,,AMBERNATH WEST,THANE, Thane, MAHARASHTRA-421505, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-33-0006618 जीएसटीआईएन   GSTIN: 27AAHCA6383Q1ZW (R) , (M) , (M) एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : OTHERS

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Servo Torque 10 or equivalent ब्रांड   Brand : ARABIAN PETROLEUM LIMITED ब्रांड प्रकार   Brand Type : NA कैटलॉग की स्थिति   Catalogue Status: NA कैसे बेचा जा रहा है   Selling As : NA श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : NA (-) मॉडल   Model: SPL HYDREX EP 10 एचएसएन कोड   HSN Code: 27101980	210	LTR	115.64	NA	24,284.4
कुल ऑर्डर मूल्य   Total Order Value (in INR)						24,284.4

परेषिती विवरण   Consignee Detail						
क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
	पद   Designation : -					



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

**2.7 Generic**

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

**2.8 Generic**

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

**2.9 Generic**

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

**2.10 Generic**

Receipt inspection at yard shall be carried out by Buyer QC team and 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.

**2.11 Scope of Supply:**

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

**2.12 Warranty:**

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

**2.13 Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**2.14 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**Additional Commercial Terms & Conditions**

**Subject: Supply & delivery of various Different types Lubricants, Grease, Engine Oil and Transformer Oil for Haldia Dock C complex of SMP, Kolkata through GEM Portal.**

**(Gem Bid No. GEM/2024/B/4863647)**

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

**1. EMD Deposition:**

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

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

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

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

Account Name: Syama Prasad Mookerjee Port Haldia

Account No.: 37603321733

IFS Code: SBIN0001360

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

**2. Pre- Qualification Criteria:**

i) Financial Criteria: Average Annual Financial Turnover during the last three financial years should be at least ₹ 14,08,847.00 only.

ii) Credential Criteria: The prospective bidder(s) should submit credential for supply and delivery various types of Lubricants and Greases, Engine oil, Transformer oil etc. to State Govt./Central Govt./ PSU or Public / Private organization for a cumulative amount of ₹ 28,17,695.00 (Rupees twenty eight Lakh seventeen Thousand six hundred ninety-five only) minimum in any number of orders, during last 3 (three) years, to Govt., PSU or Public / Private organization which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents :

a) Receipted Challan,

b) Certificate of Execution,

c) GRN,

d) Excise Invoice,

e) Tax Invoice,

f) Consignment Note. etc. as a proof of supply.

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

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

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

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

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

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

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

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

9. **General Conditions of Contract:**

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

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

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

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

11. **Evaluation and comparison of bids**

This being a multiple items tender, the Bidder shall quote his rate against each of the BOQ items on line based on his own analysis. Only such bids, as determined to be substantially responsive to the requirements of the bid documents will be evaluated. Other non-responsive bids will be rejected. The Port's decision on this shall be final, conclusive and binding. Bidder shall submit their offer for the item(s). The evaluation for award of tender will be on the basis of the item wise "L1" basis for the said item(s).

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

13. **Determination of Responsiveness:**

The bid which does not satisfy the pre-qualification criteria and other bid conditions shall summarily be rejected and shall not be considered for further evaluation. Haldia Dock Complex, SMPK Authority will scrutinize the bids to determine whether the bid is substantially responsive to the requirements of the bid documents. For the purpose of this clause, a substantially responsive bid is one which inter-alia conforms to all the terms and conditions of the bid documents.

14. **Acceptance of Bid:**

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

**15. Security Deposit:**

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

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

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

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

iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the HDC, SMPA, the Security Deposit may be forfeited and the order be cancelled at the option of the Authority of SMPK.

**16. Governing Law:**

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

**17. SCOPE OF WORK:**

Supply & delivery of various Different types Lubricants, Grease, Engine Oil and Transformer Oil for Haldia Dock Complex of SMP, Kolkata at Central Store/ Dock Site Store of Haldia Dock Complex 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 at your own cost, risk and responsibility.

**18. PRICE:**

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

**19. GST:**

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

For All BoQ Items : GST: ----- % (Inclusive or Extra)

Note : Mark inclusive or extra whichever is applicable.

**20. Terms of delivery:**

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

**21. Delivery period:**

(I) Delivery of materials must be completed within 45(Forty Five) days from the date of receipt of Order. Materials shall be delivered including unloading by successful bidder at their cost, risk and responsibility at the Site / Store of Haldia Dock Complex, Haldia.

**22. 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, test certificate, guarantee certificate, inspection report as applicable. Maximum two part payment may be allowed.

**23. Income Tax Deduction:**

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

**24. TDS under GST Law:**

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

**25. Inspection:**

Inspection of the materials shall be done at successful bidder's premises before delivery or at Central store after delivery, by the HDC, SMPA's authorized person (Representative of Sr. Dy. Manager (P&E), HDC) based upon verification of bills of materials, manufacture's, Routine Test certificate as per the relevant applicable IS standard(s) and supplier Guarantee Certificate. The successful bidder should provide all facilities for inspection to the HDC's inspector at their own cost, risk and arrangement, if inspection is carried out at their premises.

The materials supplied by the supplier should strictly conform to the laid down specification of tender/order. Samples from

in the supplies may be drawn and the same may be tested by HDC's own arrangement or by Government Test House and if found to be inferior to the laid down specification of tender/order, the materials will be rejected in whole or in part and supplier shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost.

The Tenderer shall provide necessary Testing facilities for carrying out all tests. Manufacturer's Test Certificate or that from a Government approved/ Registered/ Recognized Test House or Laboratory should be submitted at the time of supply, certifying different tests and characteristic as specified in relevant applicable IS standard(s).

**26. Guarantee:**

Materials must be guaranteed against all defects and Guarantee Certificate would require to be provided by the supplier. The supplier shall undertake to ensure that materials supplied is in conformity to applicable standard(s) or latest amendment and is free from moisture and other foreign matter likely to impair its properties and undertake to replace the same at his cost if found defective. The materials should be guaranteed for 12 months from the date of last supply & acceptance; if any defect develop within this period, the same should be replaced free of cost. Guarantee Certificate of materials to be supplied by the supplier at the time of delivery of materials..

**27. Transit Risk:**

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

**28. Liquidated Damages:**

If the successful bidder (supplier) failed to supply materials during the delivery 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.

**29. Force Majeure:**

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

**30. Risk Purchase:**

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

**31. Dock Permits:**

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

**32. Packing of Materials:**

Supplier(s) shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost for protection against damage, loss etc.

**33. Dispatch Arrangements:**

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

**34. Contract Agreement:**

The successful bidder will be required to acknowledge the receipt of purchase order /contract and take necessary action accordingly from the date of receipt of purchase order and it will be considered as acceptance of contractor/successful bidder for execution of the contract agreement as above. In case of issuance of 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 Materials Manager accepting the bid shall constitute a binding contract between Haldia Dock Complex, SMPK Authority and the Supplier.

**35. Workmen Compensation:**

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

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

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

**37. Certificates:**

- i) Material Test Certificate either from manufacturer or from Government approved test laboratories /or registered test house use.
- ii) Guarantee certificate must be produced at the time of inspection of the materials and along with the supply.
- iii) Copy of Valid relevant BIS License for BOQ Item Sl. No. 19 i.e. Transformer Oil.

**38. TECHNICAL CATALOGUE/ PRODUCT DATA SHEET :-**

The bidders shall have to submit Technical Catalogue/ Product Data Sheet of their quoted product(s) along with their technical no-commercial bids and Guarantee Certificate and Manufacturer's Test Certificate or that from a Government / Government registered/ recognized / approved Test House or Laboratory must be produced at the time of inspection of the materials and along with the supply.

**39. PRODUCT CHARACTERISTICS:-**

Composition (Chemical / Physical etc.) and Characteristics of the product(s) to be offered, their performance standard / levels should be equivalent to those as per the grade mentioned in our tender document, so that they are compatible and miscible in all proportion with corresponding grade mentioned in the B.Q. of the instant tender document. A confirmation certificate in line with the above should be submitted by the bidder(s) along with their offer.

**40. LICENSE:** The Tenderer/bidders quoting for BOQ Item Sl. no. 19 i.e. transformer Oil, should submit a copy of valid relevant BIS License at the time of supply and also along with offer

**41 .Bidder should upload duly filled, signed and sealed enclosures attached as Annexures-I/II/III/IV/V 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.**

2.15 *Buyer Added Bid Specific ATC:*

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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