

Bid Document

Bid Details	
Bid End Date/Time	03-06-2022 15:00:00
Bid Opening Date/Time	03-06-2022 15:30:00
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Ports, Shipping And Waterways
Department Name	Na
Organisation Name	Cochin Port Trust
Office Name	Willingdon Island
Total Quantity	5000
Item Category	Oil Spill Dispersant , Bioremediation agent
BOQ Title	supply of Oil Spill Dispersant and Bioremediation Chemical
Minimum Average Annual Turnover of the bidder (For 3 Years)	21 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (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
Past Performance	50 %
Bid to RA enabled	No
Primary product category	Bioremediation agent
Time allowed for Technical Clarifications during technical evaluation	5 Days
Evaluation Method	Item wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.00

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

FA and CAO

Willingdon Island, Cochin Port Authority, Cochin, Kerala -682009

(A.k. Sahu)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above

in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

5. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. 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.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 50% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
23-05-2022 11:00:00	Cochin Port Authority

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:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Oil Spill Dispersant	3000
Schedule 2	Bioremediation Agent	2000

Oil Spill Dispersant

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

respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	3000	90

Bioremediation Agent

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

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Prakash Kumar	682009,Office of the Sr.Deputy Materials Manager Cochin Port Trust Willingdon Island	2000	90

Buyer Added Bid Specific Terms and Conditions

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Divisional Store Cochin Port Authority Willingdon Island Cochin -682009 Kerala.

2. Generic

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

3. Generic

Bidders shall quote only those products 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.

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

Buyer reserves the right to postpone schedule of material supply after finalisation of order by 6 months without any additional cost implication.

6. 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.

7. 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.

8. 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 / Public Listed Company 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.

9. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

10. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

11. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

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. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of FA & CAO payable at Cochin.

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.

14. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of FA & CAO payable at Cochin.

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

15. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name FA & CAO Account No. 10601197375 IFSC Code SBIN0006367 Bank Name State Bank of India Branch address Cochin Port Trust .

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.

16. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of FA & CAO payable at Cochin. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

17. **Scope of Supply**

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

18. **Certificates**

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

19. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): c. Chemical Oil Spill Dispersant/ Bioremediation agent approved for use in Indian Waters as per Indian Coast Guard Chairman NOS-DCP Circular No:01/2019 (CNA/0761/OSD dated 29 Apr 19) Appendix S2.Rev.I to I{OS.DCP 2015 – Annexure I are: Nova 4G/Spilcare-ADT/Finasol OSR52/Swach Plus/Slickgone NS/Rochem/Sunchem/Kemex Nex-Gen..

20. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

I. SUPPLY OF OIL SPILL DISPERSANT AND BIO-REMEDICATION

1. **Scope:** Scope includes supply of Oil Spill Dispersant (Chemical Dispersant) & Bio-remediation Chemical conforming with Indian Coast Guard Chairman NOS-DCP Circular No:01/2019 (CNA/0761/OSD dated 29 Apr 19) or other superseding circulars if any at the time of supplying as per the specifications and conditions given below:

2. **Specifications:**

- a. Oil Spill Dispersant (Chemical Dispersant): 3000 Ltrs.
 - i. Type : Type II/III Oil spill dispersant
 - ii. Certification: By National Institute of Oceanography
 - iii. Approval certificate from Indian Coast Guard stating **suitable to use** in Indian waters from **Coastline** and beyond
 - iv. Instructions on ratio/method of using
 - v. Should be supplied along with material safety data sheet
 - vi. To be supplied in brand new HM HDPE Jar
- b. Bioremediation agent: 2000 Ltrs.
 - i. Should be supplied along with material safety data sheet
 - ii. Certification: By National Institute of Oceanography
 - iii. Approval certificate from Indian Coast Guard stating suitable for **Shoreline**, Rocky area and sea
 - iv. Instructions on ratio/method of using
 - v. To be supplied in brand new HM HDPE Jar
- c. Chemical Oil Spill Dispersant/ Bioremediation agent approved for use in Indian Waters as per Indian Coast Guard Chairman NOS-DCP Circular No:01/2019 (CNA/0761/OSD dated 29 Apr 19) Appendix S2.Rev.I to I{OS.DCP 2015 – Annexure I are: Nova 4G/Spilcare- ADT/Finasol OSR52/Swach Plus/Slickgone NS/Rochem/Sunchem/Kemex Nex-Gen.

3. **Conditions:**

- a. Oil Spill Dispersant (Chemical Dispersant) & Bio-remediation Chemical should be guaranteed for a period of ONE YEAR.
- b. Shelf life of both the items should be for the next FIVE YEARS from the time of supply and a "Shelf Life Certificate" should be submitted along with the supply of materials confirming same.
- c. All required test certificates/conformity as per Indian Coast Guard Chairman NOS-DCP Circular No:01/2019 should be submitted along with the supply of OSD and Bio-remediation

Chemical.

- d. The supplier should also give an undertaking stating that:
 - (i) The item supplied (Batch No./ identification etc.) conforms to the parameters contained in the test certificate (no./date / copy to be given) issued by National Institute of Oceanography.
 - (ii)The item supplied (Batch No./identification) is approved by Indian Coast Guard for use in Indian waters from coastline and beyond.
 - (iii) The item supplied is having a shelf life of five years from the date of our purchase order.
- e. Technical Specification/Broucher showing all details of Oil Spill Dispersant (Chemical Dispersant) & Bio-remediation Chemical should be submitted along with the bid.
- f. Chief Fire Officer (CFO), Cochin Port Authority shall be the Engineer-in- charge for this procurement.
- g. The rate quoted should be inclusive of freight charges, duties etc: The applicable GST should be shown separately.
- h. Payment terms: 100% payment shall be made only after satisfactory Supply, Inspection and Taking over of Oil Spill Dispersant (Chemical Dispersant) & Bio-remediation Chemical at site to the entire satisfaction of the Engineer- in- charge.
- i. Terms of delivery: F.O.R at Divisional Stores, Cochin Port Authority, Willingdon Island, Cochin-682 009, Kerala Ph: 0484 258 2468.
- j. Delivery period: Within **90** Days from the date of receipt of purchase order.

II. INSTRUCTIONS TO BIDDERS

1. Past Project Experience and Pre- Qualification Criteria:

- a. The bidder should have executed project for supply of same or similar category products during preceding 3 financial years as on opening of bid, as per following criteria.
 - i) Single order of at least 35% of estimated cost (Rs. 24,50,350/-) or
 - ii) Two orders of at least 20% of estimated cost (Rs. 14,00,200/-) or
 - iii) Three orders of at least 15% of estimated cost (Rs. 10,50,150/-)
 - b. Copy of Supply Order and proof of receipt of materials by the buyer should be enclosed along with the bid.
 - c. Bidder should either be a manufacturer or Authorised dealer of Oil Spill Dispersant (Chemical Dispersant) & Bio-remediation Chemical.
 - d. In case of manufacturer, copy of certificate of registration should be submitted along with the bid.
 - e. In case of Authorised dealer, copy of valid dealership certificate issued by the manufacturer should be submitted along with the bid.
2. All items offered shall be as per approved quality, standards and function satisfactorily under the rated conditions of operation and to withstand the environmental conditions at site.
 3. **Power Of Attorney:** Power of attorney for the signatory of the bid and for carrying out the works when awarded on a **Stamp Paper of value Rs. 200/-** should be enclosed along with the tender.
 4. The tenderer should not submit their offer with any conditions / counter conditions anywhere in the bid document. The conditional bids, if any, shall be considered as non-responsive and shall be summarily rejected.
 5. To assist in the examination, evaluation and comparison of bids, Cochin Port Authority may ask bidders, individually for clarification of their bid. The request for clarification and the response shall be sent

through GeM Portal, but no change in price or substance of the tender shall be sought, offered or permitted.

- 6. Determination of Responsiveness:** The bid which does not satisfy the pre-qualification criteria shall summarily be rejected and shall not be considered for further evaluation. Cochin Port Authority will scrutinize the tenders 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 without any deviation or reservation. A bid that, in relation to the cost estimate of the Port, is seriously unbalanced may be rejected as non-responsive.
- 7. Evaluation and comparison of tenders** 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.
- 8. Acceptance of Tender:** Cochin Port Authority does not bind itself to accept the lowest bid or any bid and reserves the right to accept any bid in part or to reject any bid or all bids without assigning any reasons whatsoever.
- 9. Security Deposit:** The successful bidder will be required to furnish Performance Security for 3% of contract price including GST in the form of an Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial bank/ An irrevocable Bank Guarantee enforceable and encashable at Cochin drawn from a any scheduled bank operating in India on a stamp paper of value Rs.100/- or online payment in an acceptable form safeguarding the purchaser's interest in all respects within 15 days from the date of issue of purchase order. The instruments towards the security deposit shall be valid for 60 days beyond the date of completion of the guarantee period. In case of extension of Guarantee period, the instruments towards performance security have to be extended for a further period as required by Cochin Port Authority to cover the guarantee period. Any expenditure in this regard will be borne by the supplier. The Security Deposit shall be refunded without any interest after the successful completion of the contract. If the supplier fails to perform or observe any of the conditions of contract, Cochin Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit/any sums of money due or that may become due to the Supplier. This is without prejudice to the rights of the Port Authority under the terms of this Contract. The format of Bank Guarantee to be executed will be issued along with the purchase order.
- 10. Contract Agreement:** The successful bidder will be required to execute an agreement at his expense on **Kerala Stamp Paper** worth Rs.200/- (Rupees Two Hundred only) in the format FORM I FORM OF AGREEMENT for the due and proper fulfilment of the contract, within 30 days from the date of issue of purchase order. Pending preparation and execution of the contract agreement as above, the bid submitted by the supplier together with Purchase Order/Letter of Intent issued by Senior Deputy Materials Manger accepting the bid shall constitute a binding contract between Cochin Port Authority and the Supplier.
- 11. Liquidated Damages:** In the event of failure to supply the items complete in all respects as per specifications, as ordered, within the completion period stipulated in the order/bid, the supplier would be liable to pay liquidated damages. The supplier shall have to pay the Board of Major Port Authority for Cochin Port as liquidated damages and not as penalty for the delay, a sum equivalent to ½ % (one half percent) of the contract price of the item(s) per week for such delay or part thereof, the maximum of which shall not exceed 10% (ten percent) of the contract price. The liquidated damages paid / deducted as above shall not relieve the supplier from the obligation to complete the supply order / contract or from other obligations and liabilities under the contract.
- 12.** Materials brought by the supplier to Cochin Port Authority shall be insured at his own cost and the Port will no way be responsible for the loss / damages to the materials in connection with supply.
- 13. Guarantee:** The Materials shall be guaranteed for a period of **One year** from the date of receipt and acceptance of material at Cochin Port Authority. In the event of any defect or deficiency being noticed in the functions of the item, which is attributable to the defective materials during the guarantee period, the supplier shall supply new items to replace any that may be proved to have been so defective, free of cost to Cochin Port Authority. The cost of all replacement of such materials, including freight, insurance, clearance, customs duty, tax, delivery charges etc. shall be borne by the supplier. If the supplier does not respond to guarantee claim within seven days of intimation of defect, the guarantee period of the same shall be extended beyond the normal period by such period, not exceeding the period of idleness, as the Sr. Dy. Materials Manager of the Port Authority will decide.
- 14.** Changes in constitution of firm: In the case of a tender by partners, any change in the **constitutions** of the firm shall be forthwith notified by the Supplier to the Senior Deputy Materials Manager for his

information.

15. Governing Law: The contract shall be governed by and interpreted in accordance with the laws of India.
16. Disputes if any shall be under the jurisdiction of courts in Cochin Corporation limits only.
17. **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.
18. **TDS under GST Law:** As per GST Notification No. 50/2018 dated 13.09.2018, TDS @ 2% will be deducted from any amount payable to the Contractor, where the total value of contract is more than Rs. 2.5 lakhs.
19. All statutory approvals are in the contractor's scope.
20. **Settlement of Dispute & Arbitration** In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations.

In the event of failure of mutual discussions/ negotiations the Cochin Port Authority shall appoint a sole arbitrator to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be. The venue of the Arbitration shall be Ernakulam.

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

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21. Turnover

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

22. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

23. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

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.

---Thank You---