

SYAMA PRASAD MOOKERJEE PORT, KOLKATA हल्दिया गोदी परिसर HALDIA DOCK COMPLEX

An ISO - 9001: 2015 Organisation

Office of Plant & Equipment (P&E) Division,
Operational Building, 1st Floor,
Chiranjibpur, Haldia, Dist.: Purba Medinipur,
West Bengal, India, PIN - 721 604.
E-mail:akkar.hdc@kolkataporttrust.gov.in

No.: SDM(P&E)/105/ENQ/04/2022-2023

Dated: 11.05.2022

Dear Sir,

Subject

Budgetary Enquiry for "Manufacture, supply and delivery of Idler Brackets for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata)."

The Prospective bidders are requested to submit sealed budgetary offer, for "Manufacture, supply and delivery of Idler Brackets for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata)." as per the 'Scope of work, reference available drawing (enclosed)', and the 'Bill of Quantities' (BoQ) furnished in Annex - "a" (enclosed). However, enclosed drawing, available with HDC, is for reference & understanding only. The prospective bidders are advices to visit Coal Handling Plant, Haldia Dock Complex to get himself thoroughly familiarized with site condition and check veracity of enclosed drawing. The bidder at his discretion may prepare the drawing on the basis of site condition and get approval from Sr. Dy. Manager (P&E) before commencement of manufacturing.

The offer should be based upon the following terms and conditions:

1. Price basis:

- 1.1 The quoted price for BoQ SI. No.1 shall be inclusive of all charges for Manufacturing, supplying, delivering (F.O.R. at Coal Handling Plant store of Haldia Dock Complex basis) & guaranteeing of Idler Brackets (as per contractual conditions) and all other incidental charges for the execution of the contract except GST.
- 1.2 The offerer shall fill in 'Unit Rate' and 'Amount' for the item, as described in the 'Bill of Quantities', as per the required break-up.
- 1.3 The prices quoted shall be exclusive of **GST** as well as any statutory levies and/or other charges levied by any Central/State/local authorities, which shall be paid extra, at applicable rates, at the time of execution of work. As such, details thereof, as applicable, are to be furnished clearly in the offer.
- 1.4 Any new statutory levies, taxes, duties, cess, etc. imposed by the Central/State/local authorities, by way of fresh notifications, subsequent to the issue of Work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.

2. General terms & conditions related to GST:

- 2.1 Supplier to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 2.2 The Supplier agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions hereunder applicable in

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India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.

- Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- 2.4 Supplementary invoices/debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by The contractor for a particular year before September of the succeeding Financial Year.
- The purchase order/work order shall be void, if at any point of time The Prospective bidders are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

Scope of work:

A. The work comprises of manufacture, supply and delivery of Idler Brackets on F.O.R Coal Handling Plant store, Haldia Dock Complex Basis. The materials should be supplied as per B.O.Q.

Painting Schedule: B.

grit 4

All exposed surfaces of fabricated items shall be send blasted and painted. The

requirement of painting is as follows:

Epoxy Zinc rich primer shall be applied immediately after sand blasting and there should be a coating of M.I.O (Micaceous Iron Oxide) to give a total dry film thickness of about 70 microns.

Over-coating shall be done by two coats of Coal Tar Epoxy paint to give a dry film thickness of about 200 microns. Total thickness will be 270 microns(approx.).

d. Paints, primers and thinners shall be of the following: Asian/ Berger / Jenson & Nicholson/ ICI / Goodlass Nerolac/ Shalimar

- Payment terms: Payment will be made on the basis of actual supply and delivery of materials in good condition and acceptance of the same at designated points and on submission of Bill accompanied with Inspection Certificate, if any, and challan duly signed by consignee or his authorized representative. The bills should be submitted in quadruplicate to Sr. Dy. Manager (P&E)'s Office with necessary documents e.g., receipted challan in duplicate, GST Invoice, test certificate, guarantee certificate, inspection report, approved QAP etc. Payment will be made to Party's Bank Account through E C S within 30 (thirty) days of receipt of satisfactory acceptance note of supply and on submission of clear & unambiguous bill along with relevant documents. Payment will be made in Indian Rupees through the banker of the contractor i.e. through ECS. During submission of bill(s), the following information must be submitted by the Contractor regarding their banker:
 - a) Savings/Current Account Number:
 - b) Name of the Bank:
 - c) Name of the Branch and address thereof:
 - d) RTGS Code of the Branch



- Time of Completion & delivery: The entire contractual obligations are to be completed in all respect within 90 days from the date of issuance of LOI/LOA or Work Order, whichever is earlier. Materials shall be delivered by the supplier to HDC's Coal Handling Plant site/store at Haldia at their cost, risk and responsibility. Delivery period shall be binding on the supplier. If delivery of materials is not made within the time undertaken without sufficient reasons acceptable to the Trustees, the order may be cancelled without notice at the option of Trustees. In the event of failure to execute the order, Trustees will take penal action against the supplier and his name will be removed from the list of approved suppliers. 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. The successful Bidder must make their own arrangements for delivery of all materials, as well as for careful and proper unloading and stacking at HDC's Store/Site. The responsibility for preventing damage / deterioration to the materials during transit, delivery, unloading and stacking at the designated point shall rest with the Supplier. All transit risk will be to supplier's account. The Bidder must send advance intimation to the concerned Officer as to the proposed dates of delivery of each and every installment of supply together with a list showing quantity and particulars of the material in the consignment. Materials will not be accepted if not accompanied by the authorized representative along with proper Delivery Challan, Inspection/Test Certificate, Guarantee Certificate and other related documents. Delivery of materials will not be accepted on 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. The authorized representative of the Bidder should be present at the time of delivery.
- 6. <u>Despatch Arrangement</u>: The supplier shall be fully responsible for any transit loss or damage to the materials.
- 7. <u>Inspection:</u> Inspection will be carried out by the authorized representative of P&E Division in stage as per relevant drawing & painting schedule as mentioned below. The material Test certificate as per relevant IS from any Govt. Laboratory / Govt. approved Laboratory should be submitted by the supplier during inspection. The supplier must afford all facilities for inspection to the inspector at their premises at their own cost and arrangement for which clear 10(ten) days time from the date of receipt of inspection offer, should be provided by the supplier. Delay beyond 10 (ten) days to depute inspector by HDC will not attribute LD.

The stage inspection will be as follows:

1st stage Inspection:

All fabricated items in assembled condition after sand blasting & painting with Epoxy Zinc rich primer & M.I.O (Micaceous Iron Oxide).

2nd Stage Inspection:

After over coating with two coats of coal tar Epoxy paint. In each stage of inspection minimum 10% at random of each offered item should be inspected. The materials to be supplied by the supplier should strictly conform to the laid down specification of tender / order. If necessary, samples from the supplies may be drawn and the same will be tested by Trustees' authorized person either at the trustees own arrangement or by Government test House and if found to be inferior to the laid down specifications of tender / order, the materials will be rejected in whole or in part and supplier at his own cost and arrangement. No inspection would be carried out without the contractor's internal inspection clearance. It is to be noted that the above inspection and subsequent dispatch clearance will not relieve the contractor of their responsibility of maintaining quality to guarantee performance. It any operation and manufacturing defect would be found in any assembly / sub-assemblies during the performance guarantee period repair / replacement of the same will have to be done by the contractor, free of cost.

8. Certificates:

- 1. Guarantee Certificate of the supplier is to be submitted at the time supply of materials.
- 2. Manufacturer's Test Certificate(s) or from certificate from authorized Govt Test laboratory House, must be produced at the time of inspection of materials and the same shall be supplied along with supply.

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QAP: Within 07 (seven) days from the date of issuance of LOI/LOA or Order, whichever is earlier, the contractor (successful tenderer) shall submit 4 (four) sets of Quality Assurance Plans (QAP) to HDC, SMP, Kolkata, for approval. If the QAP, so submitted, is found to be in order, the same shall be approved by HDC, SMP, Kolkata, within 7 (seven) working days of the Port from

the date of receipt of the QAP by HDC, SMP, Kolkata.

Rejection of Materials: Notwithstanding the inspection and passing of materials by Trustees' 10. authorized person (representative of P&E Division), any material found to be defective in quality and not conforming to the relevant specification, shall liable to be rejected and the supplier shall replace the same at his cost and arrangement at the earliest. The supplier shall at his own arrangement and cost replace within a period of 1 (one) month all such dispatched materials that have either been rejected by Trustees' authorized person (representative of Sr. Dy. Manager-P&E), or have been found in defective/broken/damaged condition after unloading. Rejected materials shall be at Supplier's risk. They must be collected from the Trustees' Stores, H.D.C. within a fortnight from the date of rejection on observing usual procedure on the matter. If the contractor fails to remove such materials within a reasonable time, the Trustees shall have the right to dispose of the same and the supplier shall have no claim against the Trustees in respect of the said rejected materials.

Transit Risk: Transit risk will be on supplier's account since the delivery is to be made on 11.

F.O.R. Destination basis.

Risk Purchase: In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager 12. (P&E), 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 (P&E) or, his representative. In case of risk

purchase extra cost will be borne by the supplier (successful tenderer).

Guarantee: The materials, with all accessories and attachments, shall have to be guaranteed by 13. the supplier against the manufacturing defects or, poor performance for a period of 12 months from the date of commissioning or, 18 months from the date of delivery & acceptance, whichever is earlier. If any defect whatsoever develops during the Guarantee Period, the defective materials will have to be replaced/rectified, as the case may be, by the Bidder at their own cost.

14. Security Deposit: The contractor shall have to deposit 3% of the total value of order, within 15 (fifteen) days from the date of placement of order in the form Banker's Cheque or by Demand Draft of a Nationalized Bank of India drawn in favour of 'Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex' and payable at Haldia - with Sr. Dy. Manager (Finance), HDC, SMP, Kolkata, which shall be retained as Security Deposit till successful expiry of the guarantee period.

The Security Deposit may also be deposited in the form of an irrevocable and unconditional Bank Guarantee from a Nationalized Bank/Scheduled Bank of India, for an amount equivalent to 3% of the contract price. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.

The Security Deposit will be refunded, without interest, after the successful execution of the order and completion of the guarantee period and submission of 'No Claim Certificate'.

15. Liquidated Damage clause: In the event of The contractor's failure to execute the contract within the stipulated dates or such extension(s) thereof, as may be allowed by Sr. Dy. Manager (P&E) in writing, The contractor will be required to pay as compensation to the Trustees and not as penalty @ 1/2 % for every week or part thereof of the total value of work (contract price), provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the said value of work. The Trustees may, without prejudice to any other method of recovery, deduct the amount of such damages from any money which is due or which may become due to The contractor. The payment or deduction of such damages shall not relieve The contractor from The contractor's obligation to complete the supply of spare(s) or from any other of The contractor's obligation or liabilities under the contract. GST will be applicable on L.D amount.

16. Force Majeure: In the event of either party being rendered unable by Force Majeure to perform any obligations 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 such Force Majeure event lasts. The cost and loss sustained by either party shall be borne by the respective parties. The term 'FORCE MAJEURE', as employed herein, shall mean acts of God, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike {excluding that of the contractor's supplier(s) or the sub-contractor's employees}. Upon the occurrence of such case 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 than 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

17. Access to Site:

The tenderer shall visit the site and get themselves acquainted with the existing facilities. Haldia is linked by road through National High Way 6 & 41 via Mechada and by rail from Howrah and Kharagpur via Panskura. The Coal Handling Plant is situated inside the Dock Area, 3 kilometres away from the main road.

18. In connection with execution of the order, necessary Gate Pass(es)/Permit(s) - for entering into the Dock Area - will be provided on chargeable basis at per with prevailing rate of HDC.

All other terms and conditions, not specifically mentioned above, will be as per the stipulations of the General Conditions of Contract, May 1993 of HDC, SMP, Kolkata available at SMP, Kolkata's official website (www.kolkataporttrust.gov.in).

You are requested to return a copy of the instant enquiry letter, duly signed and stamped on each page, along with your offer, as a token of The contractor's acceptance of the aforesaid terms and conditions.

The sealed envelope, containing The contractor's offer, must be superscribed with the following:

Enquiry no. SDM(P&E)/105/ENQ/04/2022-2023

Dated: 11/05/2022

You are requested to send the sealed offer, to the office of Plant & Equipment (P&E) Division, HDC, SMP, Kolkata at the Operational & Administrative Building at Chiranjibpur, within 1400 Hrs. of 03/06/2022.

Regards,

(A.K.Kar)

Sr. Dy. Manager (P&E) Haldia Dock Complex,

SMP, Kolkata

Encl. : As above.

DATE: 11.05.2022

BILL OF QUANTITIES (BoQ)

"Manufacture, supply and delivery of Idler Brackets for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata)

This 'Bill of Quantities (BoQ)' is to be read in conjunction with the terms and conditions of the referred enquiry.

Preamble:

- The tenderer shall have to quote their rates as per this 'Bill of Quantities (BoQ)', both 'in figures' and 'in words'
- The priced 'Bill of Quantities (BoQ)' should not contain any extraneous condition whatsoever (like CONDITIONAL REBATE, etc.). 3)
- The prices should be quoted in Indian Rupees (INR) only. 2
- The quoted price for BoQ SI. No.1 shall be inclusive of all charges for manufacturing, supplying, delivering (F.O.R. at Coal Handling Plant store of Haldia Dock Complex basis) & guaranteeing of different types of drive and non-drive drums (as per contractual conditions) and all other incidental charges for the execution of the contract except GST
- The rate, submitted by the tenderer, shall be unit rate and must include all payments on account of royalties, etc. payable to the State of West Bengal or Government of India or any other authority or Body Corporate and all other incidental charges that the tenderer may have to bear for the execution of the contract. 9
- authorities, which shall be paid extra, at applicable rates, at the time of supply of goods. As such, details thereof, as applicable, are The prices quoted shall be exclusive of GST as well as any statutory levies and/or other charges levied by any Central/State/local to be furnished clearly in the offer. ~
- Any new statutory levies, taxes, duties, cess, etc. imposed by the Central/State/local authorities, by way of fresh notifications, subsequent to the issue of Work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra. 8
- including eligible credits, in respect of goods and services to be supplied under the contract, then the parties agree to an adjustment Any additional cost or benefit impacting the contract price, resulting from introduction of any new law, towards leviable taxes, to the contract price to reflect the financial impact of such "Change in law". 6

Name and signature of the witness:

(with name, designation, date and office seal) Signature of the tenderer

Item particulars.	Qty. Unit rate	
Tyland Idlar Bracket (T. T. John	Too [III III III III III III IIII IIII I	[In Indian Rupees (INR)].
1), suitable for 1400 mm Conveyor Belt with 30° Troughing angle &	Nos. (in figures)	INR (in figures)
Drawing No.230.091 (Sheet 1 of 2) of HDC, KoPT, enclosed.	Indian Rupees(in words)	Indian Rupees(in words)
: HOH		
IOIAL	INR(in figures)	INR(in figures)
	Indian Rupees (in words)	(approximate)

Name and signature of the witness:

3

Signature of the offerer (with name, designation, date and office seal)



