



**KOLKATA PORT TRUST
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:schakraborty.hdc@kolkataporttrust.gov.in**

No.: **SDM(P&E)/105/ENQ-65**

Dated: **11/02/2020**

BUDGETARY OFFER

Dear Sir,

Subject : Budgetary Enquiry for "Design, drawing, manufacturing, installation, testing, commissioning & guaranteeing of 02 nos. hydraulic cylinders of boom luffing operation of stacker cum re-claimer at Coal Handling Plant (CHP) of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)."

You are requested to submit your **sealed budgetary offer**, for "Design, drawing, manufacturing, installation, testing, commissioning & guaranteeing of 02 nos. hydraulic cylinders of boom luffing operation of stacker cum re-claimer at Coal Handling Plant (CHP) of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)." as per the **reference available drawing (enclosed)** and 'Scope of Work' and the '**Bill of Quantities**' (BoQ) furnished in **Annex - "a"** (enclosed). However, enclosed available drawing is for reference only. The prospective contractor will have to prepare design & fresh drawings as per site condition and get approved before manufacturing.

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

1. Price basis:

- 1.1 The quoted price **shall be inclusive of all charges for** "Design, drawing, manufacturing, testing, installation, commissioning & guaranteeing of 02 nos. hydraulic cylinders of boom luffing operation of stacker cum re-claimer at Coal Handling Plant (CHP) of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)." **(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 supply of goods. 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 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 Kolkata Port Trust, 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 Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- 2.3 Kolkata Port Trust 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 Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- 2.4 Supplementary invoices/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- 2.5 The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

3. **Scope of Work:**

- Preparation of design & drawings, Quality assurance plan (QAP) and approval from representative of the 'Engineer of contract' or any other agency, if engaged by HDC for the purpose.
- Manufacturing as per approved design drawings and QAP.
- Pre-dispatch inspection at the workshop of the contractor.
- Installation of hydraulic cylinders.
- Testing and commissioning of hydraulic cylinders.

4. **Payment terms:** 100% payment will be made within **30 (thirty) days** from the date of successful commissioning or submission of clear and unambiguous bills, whichever is later. No part payment will be entertained.

The bills should be submitted, in quadruplicate, to the office of the Sr. Dy. Manager (P&E), along with all relevant documents like receipted Challan(s) [duly signed by the consignee or his authorised representative], Pre-dispatch Inspection Certificate, Guarantee Certificate, Fitment Certificate, testing and commissioning certificate etc.

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

5. **Completion period**: The entire contractual obligations are to be completed in all respect within 120 days from the date of receipt of order.
6. **Inspection**: The Contractor shall have to afford all the requisite facilities for inspection by the 'Engineer of contract' or his authorized representative or any agency engaged by HDC for the purpose at his/their premises, at his/their own cost and arrangement, for which clear **7 (seven) days** time from the date of receipt of inspection offer should be provided by the Contractor. Such inspection will be based upon approved Design, Drawings, Quality assurance plan (QAP) ,Material Test Certificate(s), Internal Inspection Report(s),if any, Guarantee Certificate, Fitment Certificate and other relevant documents.
7. **Guarantee**:
 - 6.1 The material(s) and workmanship shall have to be guaranteed by the Contractor for a period of **18 (twelve) months from the date of commissioning against poor material and bad workmanship**.
 - 6.2 **Guarantee Certificate** is to be furnished by the Contractor, in this regard. If any defect, whatsoever, develops during the guarantee period, the defective material(s)/grizzly will have to be replaced/rectified, decision of the 'engineer' will be final in this regard, by the Contractor at his/their own cost and arrangement.
 - 6.3 The Contractor shall be responsible for making good, with all possible speed, at his/their expense any defect in or damage to any portion of the supply, which may appear or occur after the material(s) have been accepted by HDC, KoPT and before expiry of the Guarantee Period {including extension(s), if any} and which arises either:
 - a) from any defective material(s), workmanship or design or
 - b) from any act or omission of the Contractor done or omitted during the said period.
8. **Fitment Certificate**: The spares supplied by the material must be exactly interchangeable with the existing counterpart(s). You will have to submit Fitment Certificate in this regard.
9. **Security Deposit**: You shall have to deposit **10%** 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 '**Kolkata Port Trust, Haldia Dock Complex**' and payable at **Haldia** - with Sr. Dy. Manager (Finance), HDC, KoPT, 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 **10%** 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**'.
10. **Liquidated Damage clause**: In the event of your 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, you will be required to pay as compensation to the Trustees and not as penalty @ **½ % 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 you. The payment or deduction of such damages shall not relieve you from your obligation to complete the supply of spare(s) or from any other of your obligation or liabilities under the contract. GST will be applicable on L.D amount.

11. **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.
12. **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.
13. **Damage to existing parts:** The contractor should take all precaution during execution (installation, testing & commissioning) of work under so that no damage is done to any other component. However contractor will be held responsible for any kind of damage done to any other component or there part of and will have to take corrective measures to make good at his own cost and arrangement.
14. **SUB-CONTRACTING :**The contractor shall not sub-contract the whole work and shall not directly or indirectly transfer, assign or sublet the contract or any part thereof without written permission of the Engineer. However, the approval of HDC, KoPT will not relieve the contractor of any of his / their obligations under this contract.
15. **Shut Down:** The contractor will have to request the 'Engineer' for providing shut down for installation, testing and commissioning of hydraulic cylinder before hand.
16. **LABOUR:**
- I. The contractor shall make their own arrangements for the engagement of all labours for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
 - II. In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
 - III. The contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst their employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.
 - IV. The contractor shall, at all times during the continuance of the contract, comply fully with all existing Acts, Regulations and Byelaws, including all statutory amendments and re-enactment of State or Central Government and other Local Authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or Local Authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, The Contract Labour (Regulation & Abolition) Act, 1970, etc.

- V. If, as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, HDC, KoPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, HDC, KoPT shall be entitled to deduct the same from any money due or that become due to the contractor under this contract or any other contract or other wise recover from the contractor any sum, which HDC, KoPT is required or called upon to pay or reimburse on behalf of the contractor. All Registration and Statutory Inspection Fees, in respect of their work pursuant to this contract, shall have to be paid by the contractor.
- VI. The contractor shall indemnify HDC, KoPT in the event of HDC, KoPT being held liable to pay compensation for injury to any contractor's servants or workmen under the Indian Workmen's Compensation Act, 1923, as amended from time to time, and shall take out an insurance policy covering all risks under the Act and shall keep the same renewed, from time to time as necessary, for the duration of the contract and produce the same to the Engineer.
- VII. The contractor should provide full medical treatment to their staff and labourers in case of accident on duty, which will, inter alia, include their obligations under the Workmen's Compensation Act, 1923, including all amendments thereof. HDC, KoPT shall, in no manner, be liable to the contractor or any person engaged/employed by them or any other person for injuries or death caused as a result of accidents either within or outside the site of work under the contract. The contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority/tribunal or other involved persons.
- VIII. The contractor shall pay the labours engaged by them, on this work, not less than a fair wage, under the Minimum Wages Act, for corresponding workforce working in Haldia, West Bengal, India.
- IX. It is explicitly made clear that both before and after the completion of the work or termination of the contract, HDC, KoPT shall have no liability, whatsoever, for the personnel to be engaged by the contractor for the work under this contract.
17. **LABOUR LAWS:** The contractor shall comply with all the provisions of the Labour Laws and the rules and regulations made there under as amended from time to time and as applicable from time to time with regard to the employees to be deployed by the contractor for execution of the work.
18. **SAFETY:** The contractor shall have to ensure safety of all their working personnel to the fullest compliance of the provisions of general safety rules/ regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986.
- The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety rules / regulation.
- The contractor shall at his own expenses provide all required Personal Protection Equipments (PPE) & Safety Gears for all personnel & labours engaged during the work and in case of failure to do so, KoPT shall provide the same and recover the cost thereof from any amount due to which may become due to the contractor or from any amount lying with them or under their control.
19. 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 withprevailing rate of HDC.
The existing charges for manpower and vehicle would be as follows:

| Sl.No. | Description | Rate in (In INR) |
|--------|------------------------|---|
| 1. | Dock Permit per person | 8.50 per daily permit (Maximum 12 hrs. validity). |

| | | |
|----|--|--|
| | | 229.50 per monthly permit 690.25 per quarterly permit 2295.00 per annual permit 3672.00 per biennial permit |
| 2. | Dock Permit per vehicle and circular permit for vehicle carrying ship's gear and stores (inclusive of overnight stayal). | 42.53 per daily permit 1148.31 per monthly permit 2296.62 per quarterly permit 4593.24 per annual permit |
| 3. | Dock Permit for mobile crane/ Reach Stacker/ Toplifter (inclusive of overnight stayal)/ Dumper / Payloader | 170.10 per daily permit 4592.70 per monthly permit 9184.40 per quarterly permit 18370.80 per annual permit |
| 4. | Dock Permit for cart (inclusive of overnight stayal). | 17.00 per daily permit 459.99 per monthly permit 1239.30 per quarterly permit 4461.68 per annual permit |

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, KoPT** available at KoPT'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 your acceptance of the aforesaid terms and conditions.

The sealed envelope, containing your offer, must be superscribed with the following:

Enquiry No.: **SDM(P&E)/105/ENQ-65**

Dated: 11/02/2020

You are requested to send your **sealed offer**, to the **office of Plant & Equipment (P&E) Division, HDC, KoPT** at the **Operational & Administrative Building** at **Chiranjibpur**, within **1400 Hrs.** of **2nd March, 2020**.

Your early action, in this regard, is solicited.

Thank you.

Yours faithfully,

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

Encl. : As above.

BILL OF QUANTITIES (BoQ)

"Design, drawing, manufacturing, installation, testing, commissioning & guaranteeing of 02 nos. hydraulic cylinders of boom luffing operation of stacker cum re-claimer at Coal Handling Plant (CHP) of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT)."

Preamble:

- 1) This '**Bill of Quantities (BoQ)**' is to be read in conjunction with the terms and conditions of the referred enquiry.
- 2) The tenderer shall have to quote their rates as per this '**Bill of Quantities (BoQ)**', both '**in figures**' and '**in words**'.
- 3) The priced '**Bill of Quantities (BoQ)**' should not contain any extraneous condition whatsoever (like **CONDITIONAL REBATE**, etc.).
- 4) The prices should be quoted in **Indian Rupees (INR)** only.
The quoted price shall be inclusive of all charges for the subject work (as per contractual conditions) and all other incidental charges for the execution of the contract except GST. The tenderer shall fill in 'Unit Rate' and 'Amount' for the item, as described in the 'Bill of Quantities (BoQ)', as per the required break-up.
- 5) 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.
- 6) 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 supply of goods. As such, details thereof, as applicable, are to be furnished clearly in the offer.
- 7) 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) Any additional cost or benefit impacting the contract price, resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract, then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

Name and signature of the witness:

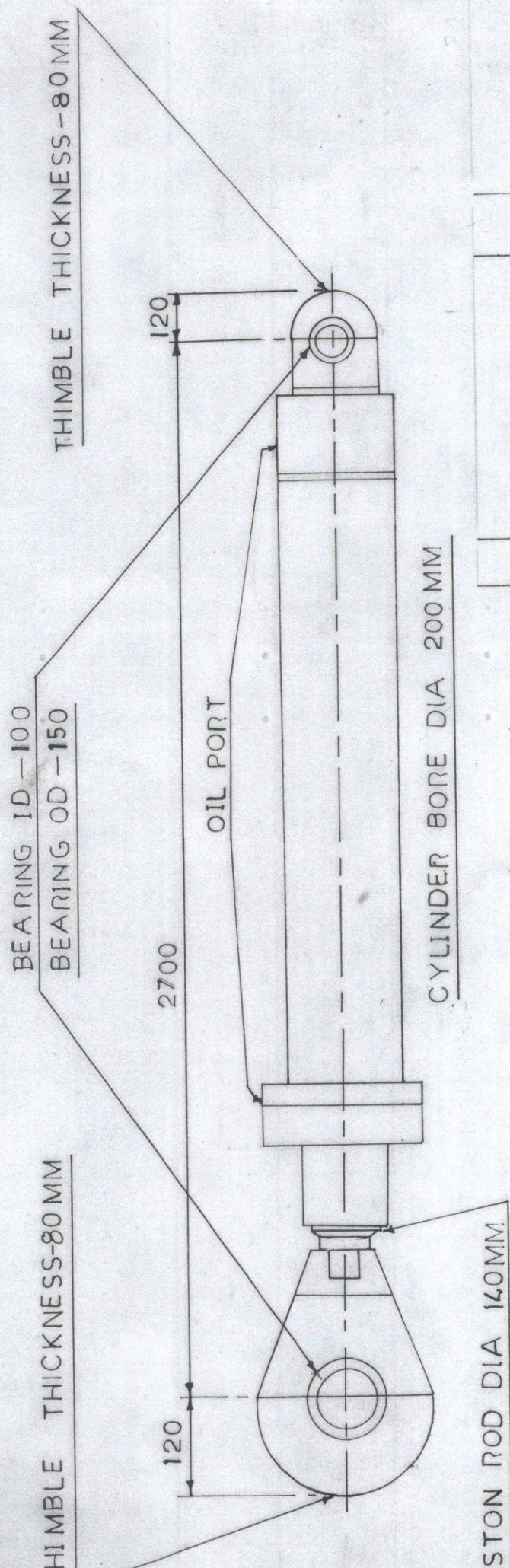
Signature of the tenderer
(with name, designation, date and office seal)

| Sl. No. | Item particulars. | Qty. | Unit rate [in Indian Rupees (INR)]. | Amount for full quantity [in Indian Rupees (INR)]. |
|---------|--|---------|---|--|
| 01. | Design, drawing, manufacturing, installation, testing, commissioning & guaranteeing of 02 nos. hydraulic cylinders of boom luffing operation of stacker cum re-claimer at Coal Handling Plant (CHP) of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT). | 02 Nos. | INR (in figures) Indian Rupees..... (in words) | INR (in figures) Indian Rupees (in words) |

Note: GST will be applicable extra for all the above items @.....%

Name and signature of the witness:

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



| SL NO | DESCRIPTION PER S/R | QTY | MATL |
|-------|---------------------|-----|------|
| 04 | BEARING | 2 | |
| 03 | THIMBLE | 2 | |
| 02 | PISTON | 1 | |
| 01 | CYLINDER | 1 | |

ALL DIMENSION ARE IN MM

| | | | | |
|---------------------|-----|-----|------|-------------------|
| NAMED | DRN | CKD | APVD | DRG NO - SK - 375 |
| KOLKATA PORT TRUST | | | | |
| HALDIA DOCK COMPLEX | | | | |
| P/E DRG OFFICE | | | | |
| TITLE - HYDRAULIC | | | | |
| CYLINDER FOR S/R | | | | |
| N.T.S | | | | |

CYLINDER HONNING TOLERANCE - 0.01 +/- MM.

ROD CHROME - 25 TO 30 MICRON
WORKING PRESSURE - 160 BAR
STROKE LENGTH - 1860 MM
BORE DIA - 200 MM
ROD DIA - 140

FOR TENDER PURPOSE ONLY