



**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
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.**

No.: SDM(P&E)/ 100(O&C)/ENQ/06

Dated: 30th July, 2020

Subject : Inviting offer from experienced repairer of mechanical machine components for Repairing of Bucket Wheel Shafts of Stacker -cum- re claimer No. 1 of Coal Handling Plant of HDC.

You are requested to submit your **offer**, for Repairing of Bucket Wheel Shafts of Stacker -cum- re claimer No. 1 of Coal Handling Plant of HDC as per the '**Scope of Work**' provided in **Annexure - "A"** (enclosed), '**Reference drawing**' furnished in **Annexure - "B"** (enclosed) and Bill of quantity (BoQ) furnished in **Annexure-"C"** (enclosed).

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

1. Price basis:

- 1.1 The quoted Price shall be on FOR basis at Coal Handling Plant Store, HDC. The quoted shall be of all charges including to and fro transportation between CHP, Haldia Dock Complex and Bidders' workshop, as well as handling charges thereof, handling, supply, delivery, guarantee support (as per contractual conditions) and all other incidental charges for the execution of the contract except loading and unloading at coal handling plant of HDC which will be done by HDC.
- 1.2 The tenderer 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 bidder must quote for both BoQ items, instead the offer will be treated as void. Techno commercially qualified offers will be evaluated on the overall lowest basis.
- 1.4 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.
- 1.5 The prices should be firm and no variation, except towards statutory duties, levies and taxes, shall be payable.
- 1.6 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 thereunder 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. **Payment terms:** 90% payment will be made within **30 (thirty) days** from the date of successful delivery of the shafts as per scope of work in good condition, along with requisite documents as mentioned in the instant document, at Coal Handling Plant of HDC, SMP, Kolkata and acceptance of the same by Sr. Dy. Manager (P&E) or his authorised representative or from the date of submission of clear and unambiguous bills, whichever is later. Balance 10% amount will be kept as security deposit and will be returned after successful completion of the guarantee period.
4. 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-despatch Inspection Certificate, Guarantee Certificate, Fitment 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. **Delivery period:** The supply of the material to be completed in all respect within 45 days from the date of receipt of order.
6. **Inspection:**
 - 6.1 Pre-dispatch Inspection will be carried out at the Contractors premises or workshop, within 7(seven) days from the date of inspection call, for which all arrangement for inspection and or testing to be made by the contractor at his own cost or considering present COVID-19 situation the inspection may be carried out at the site (CHP) of HDC after duly supply & delivery based on guarantee certificate, internal test certificate etc. at the cost & arrangement of the contractor. The manner in which the inspection will be carried out will be of the sole discretion of the 'Engineer' of contract.
7. **Indemnity Bond:** Indemnity Bond, in the prescribed format give as **Annexure-"D"** (enclosed), shall have to be submitted by the successful bidder.
8. **Guarantee:**
 - 7.1 The material(s), to be supplied, shall have to be guaranteed by the Contractor for a period of **06 (six) months** from the date of successful installation or **12 (twelve) months** from the date of receipt at HDC, whichever is earlier against manufacturing defect and bad workmanship.

- 7.2 **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) will have to be replaced/rectified by the Contractor at his/their own cost and arrangement.
- 7.3 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.
9. **Way bill:** If required and admissible, way bill will be arranged by HDC However, you should provide clear 15 days time from the date of receipt of the request letter for way bill from your end.
10. **Security Deposit:** 10 % amount of the bill amount will be held as security deposit and will be returned after successful completion of the guarantee period.
11. **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.
12. **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.
13. **Validity:** The validity of your offer should not be less than 60 (Sixty) days from the date of opening of the offer.
14. You shall have to furnish your GST registration document in your offer.
15. 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.

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 or any latest amendment thereof. You shall have to give a declaration of your unconditional acceptance of the General Conditions of Contract, May 1993 of HDC, KoPT (Available at KoPT's official website i.e. www.kopt.gov.in).

You have to declare whether you or any of your associates has been delisted / banned by any Govt. or Quasi-Govt. Agency or PSU in India or not.


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.

You are requested to send your offer, to the office of Plant & Equipment (P&E) Division, HDC, KoPT at the Operational & Administrative Building at Chiranjibpur, within 1700 Hrs. of 12th August, 2020.

Your early action, in this regard, is solicited.

Thank you.

Yours faithfully,


A.K. Kar 31/07/20
Sr.Dy. Manager (P&E)
Haldia Dock Complex
Kolkata Port Trust

Encl. : As above.

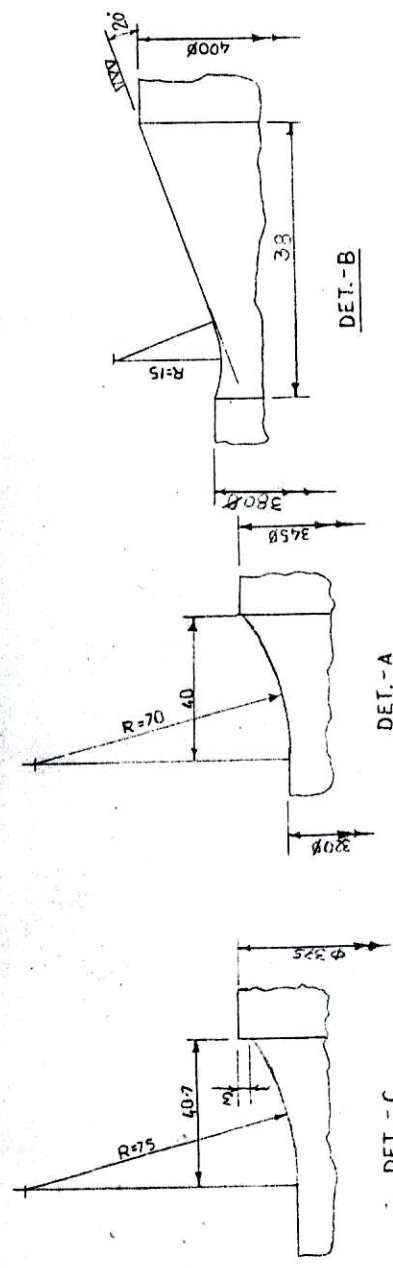
SCOPE OF WORK

1. Repairing of Bucket Wheel shaft (Solid):

- a) Arrangement at the risk & cost of the contractor for to & fro transportation of Bucket wheel shaft (Solid) between HDC's site (CHP) and the contractor's premises after duly submission of Indemnity Bond in the format enclosed as Annexure-"D". However, arrangement of equipment (Hydra) required for loading & unloading, as the case may be, at CHP site, the shaft into/from contractor's vehicle will be done by the HDC.
- b) Proper cleaning of shaft throughout the surface to be done before machining.
- c) Damaged portion of the Shaft edge to be machine cut.
- d) Testing to be carried out for determining material composition of the shaft. Material composition certificate to be produced during inspection.
- e) Re -building the damaged portion by welding process throughout the length of the shaft. D.P Test Certificate to be produced at the time of inspection.
- f) Stress relieving to be carried out after completion of welding process. SR Graph Chart to be produced at the time of inspection.
- g) Machining to be done as per HDC Drawing.
- h) Finished solid shaft should match with the hollow shaft.

2. Repairing of Bucket Wheel shaft (Hollow):

- a) Arrangement at the risk & cost of the contractor for to & fro transportation of Bucket wheel shaft (hollow) between HDC's site (CHP) and the contractor's premises after duly submission of Indemnity Bond in the format enclosed as Annexure-"D". However, arrangement of equipment (Hydra) required for loading & unloading, as the case may be, at CHP site, the shaft into/from contractor's vehicle will be done by the HDC.
- b) Proper cleaning of both the surfaces (inner & outer) of the hollow shaft to be done.
- c) Damaged portion of the Shaft to be machine cut wherever required.
- d) Testing to be carried out for determining material composition of the shaft. Material composition certificate to be produced during inspection.
- e) Re -building the damaged portion (both the surfaces) by welding process throughout the length of the shaft. D.P Test Certificate to be produced at the time of inspection.
- f) Stress relieving to be carried out after completion of welding process. SR Graph Chart to be produced at the time of inspection.
- g) Machining to be done as per HDC Drawing.
- h) Finished hollow shaft should match with the solid shaft.
- i) One key to be provided during dispatch of hollow shaft for fitting of bull gear on hollow shaft.



ALL DIMENSION ARE IN M.M

KOLKATA PORT TRUST	NAME	DT
HALDIA DOCK COMPLEX	DRN	17/11
PZE DRG OFFICE	CKD	17/11
	APVD	17/11
SCALE	DRG NO	-
M-TS	SK	364

IDENTIFICATION	C%	MIN%	Si%	S%	P%	Cr%	NI%	MO%
BUCKET WHEEL SHAFT OF SCR NO-1	0.36	0.60	0.40	0.050	0.050	~	~	~
MATERIAL-080M40EN-8 AS PER BS-970 Pt-1	0.44	1.00	MAX.	MAX.				

Annexure - 'B'

BILL OF QUANTITIES (BoQ)

Repairing of Bucket Wheel Shafts of Stacker -cum- re claimer No. 1 of Coal Handling Plant of HDC, SMP, Kolkata

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.
- 5) The quoted price shall be based on **FOR at Coal Handling Plant Store, HDC** i.e. the quoted price shall be inclusive of all to and fro charges for transportation between **CHP, HDC** and bidder's workshop/ premises, handling, supply, delivery, guarantee support (as per contractual conditions) and all other incidental charges for the execution of the contract except loading & unloading at site (**CHP**), which will be done by **HDC**.
- 6) 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.
- 7) The bidder must quote for both **BoQ** items, instead the offer will be treated as void. Techno commercially qualified offers will be evaluated on the overall lowest basis.

Name and signature of the witness:

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

Annexure-“C”

- 8) 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) 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.
- 10) All rates quoted should remain firm during the validity period of the offer, including any/all extension(s) thereof, agreed by the tenderer. No escalation, on the price indicated by the tenderer, shall be allowed, as per **Clause No. 1.5** of the enquiry.
- 11) 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.
- 12) 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)

Annexure-“C”

BILL OF QUANTITIES (BoQ)

Sl.No.	Items Particulars	Quantity	Unit Rate [in Indian Rupees(INR)]	Amount for Full quantity [in Indian Rupees(INR)]
01.	Repairing of Bucket wheel shaft (Solid) as per Scope of work (Annexure-A) and Reference drawing (Annexure-B) including all charges including to and fro transportation between CHP, Haldia Dock Complex and Bidders' workshop/ premises, as well as handling charges thereof, handling, supply, delivery, guarantee support (as per contractual conditions) and all other incidental charges for the execution of the contract except loading & unloading at site (CHP).	01 No.	INR..... (In Figures) Indian Rupees..... (In words)	INR..... (In Figures) Indian Rupees..... (In words)

02.	Repairing of Bucket wheel shaft (Hollow) as per Scope of work (Annexure-A) and Reference drawing (Annexure-B) including all charges including to and fro transportation between CHP, Haldia Dock Complex and Bidders' workshop/ premises, as well as handling charges thereof, handling, supply, delivery, guarantee support (as per contractual conditions) and all other incidental charges for the execution of the contract except loading & unloading at site (CHP).	01 No.	INR..... (In Figures) Indian Rupees..... (In words)	INR..... (In Figures) Indian Rupees..... (In words)
03.	TOTAL		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 tenderer
(with name, designation, date and office seal)

INDEMNITY BOND

[To be submitted on Non-judicial Stamp Paper of worth not less than INR .50.00, **duly notarised**]

Reference:

Order No.:/...../...../O-... dated for "Repairing of Bucket Wheel Shafts of Stacker -cum- re claimer No. 1 of Coal Handling Plant of HDC."

General Manager (Engg.)

Haldia Dock Complex ;

Kolkata Port Trust.

This deed of **Indemnity Bond** made on by having their office at (hereinafter called "the **Contractor**").

Whereas the General Manager (Engineering), **Haldia Dock Complex, Kolkata Port Trust, Dist.: Purba Medinipur, West Bengal** (hereinafter call "the **Engineer**") has placed an order, bearing no. //...../O-... dated and some materials, spare parts, components, sub-assemblies, etc. are required to be taken **outside** of **Haldia Dock Complex** premises for some specialized servicing, repairing, overhauling, etc. or **fault diagnosis & remedial measures** by the Contractor, as per the terms & conditions mentioned in the said order, and which have been mutually agreed upon by the parties hereto,

AND

Whereas in consideration of the said contract, the Contractor has agreed to execute an **Indemnity Bond** for the safe custody on receipt of the said materials, spare parts, components, sub-assemblies, etc., from the **Engineer** until the **completion of servicing / overhauling / repairing / remedial work** and returning back to the Engineer as hereinafter appearing.

Now this deed witnessed that in pursuance of the said agreement and in the premises, the Contractor agrees to indemnify Engineer and at all the terms, to hold themselves liable for all the **damages, loss** due to **pilferage / fire** or negligence on the part of the Contractor or their employees, agents and representatives or from whatever cause, with all losses, interest charges and expenses incurred by the said Engineer on account of the material(s) issued to the Contractor,

AND

It is in terms of the said contract and this **Deed of Indemnity**, the material(s) issued free to the Contractor for servicing / overhauling / repairing / **fault diagnosis & remedial work**, thereon shall

be deemed to be the **property of the Engineer.**

It is hereby agreed that the Contractor shall be liable for all injury, losses and damages that may be caused to the, from whatever cause and further that the Contractor shall not part with or delivery possession of the said material(s) to any other party or person, save in compliance with and in performance & provision of contract in respect of which this **Indemnity Bond** is executed, the Contractor having undertaken to delivery the said material (s) in all respect in compliance with the terms of the contract.

This bond and the trust hereby created shall remain valid and binding on the Contractor till such time as the above said order has been fully and finally executed and Contractor has delivered the complete thereon to the Engineer under the terms of the contract.

For and on behalf of (name of the Contractor),

under the common seal of the company.

(Signature of the authorised person on behalf of the Contractor)

WITNESS

(Signature) Name : Designation

Name : Designation

Signed in my presence and identified by me