

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Formerly Kolkata Port Trust)

HALDIA DOCK COMPLEX

P&E DIVISION

BIDDING DOCUMENTS

(e-Tender)

[Tender No.: SDM(P&E)/105/T/5/2023-24]

FOR

E-Tender is invited for “Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP,Kolkata).”



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

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1. SCHEDULE OF TENDER (SOT)

E-Tender in Single Cover system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced manufacturers for “Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”.

The Bid Document may be seen from the e-Nivida Portal, CPP Portal. Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://kopt.enivida.in> only. The tender is also published on SMPK website (<https://smportkolkata.shipping.gov.in>)

SCHEDULE OF TENDER (SOT)

1.1	Work Title	::	“Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”
1.2	Tender No.	::	SDM(P&E)/105/T/5/2023-24
1.3	Tender Authority	::	General Manager(Engg), Haldia Dock Complex ; Syama Prasad Mookerjee Port, Kolkata. Mobile no. : +91-7478005099 E. mail : aganesan.hdc@kolkataporttrust.gov.in
1.4	Mode of Tender	::	e-Procurement System (Online Single Cover System Techno-Commercial Bid and Price Bid through e-Nivida Portal, i.e. https://kopt.enivida.in) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
1.5	Date from which bidding documents are available for downloading by the intending bidders.	::	08.05.2023
1.6	Pre-Bid Meeting starting date & Time.	::	NA
1.7	Pre-Bid Meeting closing date & Time.	::	NA
1.8	Venue of Pre-Bid Meeting	::	NA

<p>i) Bid Document Fee (Cost of bidding document)</p>	<p>::</p>	<p>The intending bidders should deposit Rs. 1,770.00 (Indian Rupees: One thousand seven hundred and seventy) only [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex.</p> <p>Bid Document Fee (Cost of bidding document) may be paid on following mode:</p> <p>a) Through DD/Banker Cheque: in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” on any Scheduled/Nationalized Bank payable at Haldia and it should be submitted physically as specified in the Tender Document.</p> <p>Copy of the DD/Banker’s Cheque should be uploaded during submitting online bid.</p> <p style="text-align: center;">OR</p> <p>b) Through E-payment gateway: by using Debit / Credit Card or Net Banking/eWallet/UPI option for e-Payment mode.</p> <p>Bidder has to select the payment option as “e-payment” to pay the tender fee as applicable and enter details of the instrument.</p> <p>Note: Without Bid Document Fees, offer of the bidder will be summarily rejected. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p>
<p>ii) RailTel Tender Processing Fee(Non refundable)</p>		<p>a. Mode of Payment:- E-payment Only through Debit / CreditCard or Net Banking.</p> <p>b. Tender Processing Fee (TPF)- 0.1% of estimate cost(Minimum 750/- and Maximum 7500/-) plus GST @ 18%.</p> <p>c. Registration Charges: Rs. 2000/- + Applicable GST PerYear.</p> <p>Note:</p> <p>1. The bidders, who are not yet registered with RailTel,are advised to get themselves registered with RailTel, at least 72 (seventy-single) hours prior to bid submission.</p> <p>Bidders are required to ensure that their corporate email idprovided is valid and updated at the stage of registration of vendor with RailTel’s e-Nivida Portal (i.e. Service Provider).</p>

	iii) Earnest Money Deposit (EMD)	::	<p>Rs 10,000.00 (Rupees Ten thousand) only.</p> <p>Earnest Money Deposit (EMD) may be paid on following mode:</p> <p>a) Through DD/Banker Cheque: in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” on any Scheduled/Nationalized Bank payable at Haldia and it should be submitted physically as specified in the Tender Document.</p> <p>Copy of the DD/Banker’s Cheque should be uploaded during submitting online bid.</p> <p style="text-align: center;">OR</p> <p>b) Through E-payment gateway: by using Debit / Credit Card or Net Banking/eWallet/UPI option for e-Payment mode.</p> <p>Bidder has to select the payment option as “e-payment” to pay the EMD as applicable and enter details of the instrument.</p> <p>Note: If, the aforesaid Earnest Money is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.</p> <p>NOTE :</p> <p>i) For exemption of Bid Document Fee (Cost of bidding documents) and Earnest Money Deposit (EMD) :- Bidders to upload the scanned copy of the certificate from MSME / Micro & Small Enterprises (MSEs) / DIC / SSI / National Small Industries Corporation (NSIC) under single point registration / Aadhar Udyog or any empowered Central / State Govt. authority is required in electronic format. But all MSEs registered with NSIC /DIC are not exempted from depositing cost of tender document. Only those firms, having documents of such exemption for the whole tender work or tender specified “Similar Work” (as per Scope of Work, Technical Specifications and “Similar Work”) will be exempted. Documentary evidence must be submitted in techno-commercial part of Tender for claim of such exemption, failing which their tender would be summarily rejected.</p> <p>ii) Bid Document Fee and EMD are to be deposited physically, or through above mentioned gateway. If deposited physically, please submit at the office of the Sr. Dy. Manager, Plant & Equipment Division, 1st floor at Operational Administrative Building of Haldia Dock Complex, Chiranjibpur, Haldia, PIN 721607, separately in a single sealed envelope, mentioning Tender no. with proper marking.</p> <p>Cost of bid document fee & EMD, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder before submission of the tender, as specified in the Tender Document.</p>
2.0	Last date and time for deposition of Earnest Money and Bid Document Fee to the office of Tender Authority of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex.	::	<p>29.05.2023 up to 14:00 Hrs. (IST).</p> <p>(Copy of the DD/Banker’s Cheque should be uploaded on line).</p>

2.1	i) Starting date of e-Tender for submission of on line Pre-qualification & Techno- commercial Bid and price Bid at https://kopt.enivida.in	::	08.05.2023
	ii) Closing date & time of e-Tender for submission of on line Pre-qualification & Techno-commercial Bid and price Bid at https://kopt.enivida.in	::	29.05.2023, up to 15:00 Hrs. (IST)
	iii) Date & time of opening of Techno-commercial Bid and Price bid of Tender.	::	29.05.2023, 15:30 Hrs. (IST) onwards.

General Manager (Engineering)
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata

2. SHORT TENDER NOTICE

➤ Name of work	::	“Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”
➤ Tender No	::	SDM(P&E)/105/T/5/2023-24
➤ Date and Time for pre-bid meeting & site visit	::	NA
➤ Last date of submission of e-tender	::	Submission Up to 15:00 hrs. on 29.05.2023

Details of the Tender & Tender Documents are available in web site of e-Nivida and have to participate in bidding process through their website <https://kopt.enivida.in> only.

General Manager (Engineering)
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata

3. NOTICE INVITING TENDER

WORK TITLE: - “Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”

3.1 TENDER NO: SDM(P&E)/105/T/5/2023-24

E-Tender in single cover two part system (Techno-Commercial Bid + Price Bid) is invited only from reliable, bonafied & experienced Manufacturer with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

3.2 MINIMUM ELIGIBILITY CRITERIA (MEC): -

3.2.1 The average annual financial turnover of the bidder, during the last three (3) years, ending 31st March, 2022, must be at least Rs 22,33,890/- (Twenty Two lakh Thirty three thousand Eight hundreds and ninety) Auditor's Report of the bidding firm, certified by Chartered Accountant (CA), for the years 2019-20, 2020-21 and 2021-22, including relevant Audited Balance Sheets and Profit & Loss Accounts, should be made available. Note: The bidder upload the scanned copies of Annual Financial Turnover Statement (certified by CA) for the years 2019-20, 2020-21 and 2021-22 along with Balance Sheets and Profit & Loss Accounts.

3.2.2 The prospective bidder(s) should submit credential for Manufacturing, Supply and delivery of drive drums/ non drive drums/ idler/roller/bracket/mechanical spring for a cumulative amount of ₹ 44,67,780.00 (Rupees Forty Four lakh sixty seven thousand seven hundred and eighty only) minimum in any number of orders, during last 7 (seven) years (up to the date of publication of the tender), to Govt., PSU or Public / Private organization which should be substantiated by producing PURCHASE ORDER copy along with any one or more of the following documents:

- a) Receipted Challan,
- b) Certificate of Execution,
- c) GRN, d) GST Invoice,
- e) Tax Invoice,
- f) Consignment Note. etc. as a proof of supply.

Note: PRE-QUALIFICATION CRITERIA documents as stated in Clause no. 3.2.1 & 3.2.2 should be submitted along with offer otherwise the offer would be liable for rejection.

iii) Copy of GST Registration certificate should be submitted.

iv) Copy of valid Professional Tax Payment Challan copy (PTPC)/up to dated Tax payment Challan copy, if applicable, should be submitted.

3.3 TENDER AUTHORITY:-

General Manager (Engg.), Haldia Dock Complex, Jawahar Tower [2nd Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 607, Tele-Fax: - [03224]-263266.

Due Date Of submission on	29.05.2023	Time	UPTO 15:00 hrs.	Techno Commercial Part and Price Bid	29.05.2023	Time	15:30 hrs. onwards.
Bid document will be available on e-Nivida portal. Bidders will have to participate in bidding process through website https://kopt.enivida.in only							
Date and Time for pre-bid meeting & site visit			NA				
Cost of Tender document(Non-refundable)			Rs. 1 7 7 0 .00 (Rupees One thousand seven hundred and seventy only) including 18%GST.				
Earnest Money Deposit			Rs. 10,000.00 (Rupees Ten thousand only)				
Time Of Completion			90 days from the date of issuance of LOI/LOA or Purchase Order, whichever is earlier.				

**General Manager (Engineering)
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata**

3.4 OTHER INSTRUCTIONS:-

- 3.4.1 E-Tender in single cover one part system (Techno-Commercial Bid + Price Bid) is invited **only** from reliable, bonafied & experienced manufacturers for “Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”
- 3.4.2 Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site of E-NIVIDA and have to participate in bidding process through their website **<https://kopt.enivida.in>** only.
- 3.4.3 E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.
- 3.4.4 Bidders shall submit the Bid Document as stipulated in the “Instructions To Bidders” of the e-tender document. Board reserve the right to verify the submitted copies of documents / credentials with the original documents.
- 3.4.5 E-Tenderers will be received through E-NIVIDA up to 15:00 hrs. on the last date of submission and opening of tender specified above.
- 3.4.6 Techno Commercial Part and Price Part of the e-Tender will be opened shortly after 15:30 hrs. on the stipulated date.
- 3.4.7 In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- 3.4.8 It is stated here that the subject tender may not be extended further.
- 3.4.9 Syama Prasad Mookerjee Port, Kolkata, reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

4. Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and updated Java.

Further, bidders are requested to go through the following information and instructions available on the e-Nivida Portal, <https://kopt.enivida.in> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex):

1. S. Das, Asstt. Manager (P&E), Mob: 74780 07299, mail: sudas.hdc@kolkataporttrust.gov.in

Contact persons (e-Nivida Portal):

- | | |
|---|--|
| (1) Shri Siddharth Ghosh
Mobile No.: +91 9355030604
E-mail : ewizardsiddharth@gmail.com | (2) Shri Deepak Jha
Mobile No.: +91 8448288981
E-mail : ewizarddipak@gmail.com |
|---|--|

See e-Nivida Portal for contact details.

- 1 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 2 E-tender cannot be accessed after the due date and time mentioned in NIT.
- 3 SMPK reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 4 Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 5 No deviation to the technical and commercial terms & conditions are allowed.
- 6 The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
- 7 The bid will be evaluated based on the filled-in technical & commercial formats.
- 8 Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda".
A declaration in this regard is to be made by the bidder.
- 9 (A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.

(B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-Nivida Portal

5. INSTRUCTION TO BIDDER

Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”

TENDER NO: SDM(P&E)/105/T/5/2023-24

5.0 PREFACE:

The Supply and Delivery work as described in the tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the Sr. Dy. Manager (P&E) on any working day before quoting for the tender.

5.1 EARNEST MONEY:

Earnest money and cost of tender document are to be deposited as detailed in Section-3.

Demand Draft /Banker's Cheque /Pay Order etc. against Earnest money and cost of tender document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Syama Prasad Mookerjee Port, Kolkata,, payable at Haldia or by RTGS/ NEFT as specified in the Tender Document. Cost of tender document fee and EMD may be deposited through NEFT/ RTGS in the following account as detailed in Section-3.

Beneficiary Name: **SYAMA PRASAD MOOKERJEE PORT, KOLKATA, HALDIA DOCK COMPLEX**
[Erstwhile Kolkata Port Trust, Haldia Dock Complex].

Bank: **Punjab National Bank** (Erstwhile United Bank of India)

Branch Name: **Haldia Dock Complex.**

Account No: **1604050000310**

IFSC Code: **PUNB0160420**

Account Type: Current

The bidder should make payment of cost of tender document, Transactions fee and mention the UTR Numbers and date. The details of payment made, with Bidder's Name, Tender Number and Tender subject, Bid Document Fee and UTR number may positively be informed to us by your office for checking the status of receipt of payment and generating Treasury Receipts.

However, it may be noted that for such successful payment (credited to the aforesaid account) through NEFT/ RTGS is the sole responsibility of the Applicant / Bidder. In case on any default for non-credit of the amount in the aforesaid account, the submitted offer will be summarily rejected without assigning any reason thereof by the Authority.

Tender submitted without requisite Earnest Money and tender document fee will be liable for rejection.

5.1.1 Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC/UTR No. :
- f) Remittance Bank details. :

5.1.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting bidder :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) DD/BC/UTR No. :
- f) Remittance Bank details. :

Tender submitted without requisite Earnest Money and tender paper will be liable for rejection.

5.2 MODE OF SUBMISSION OF BID :

5.2.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

5.2.2 Techno commercial part shall contain the following which are to be uploaded: -

- a) That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) The un-priced “Abstract Form Of Tender” & “Form Of Tender” (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed and scan copy to be uploaded.
- d) Bidder’s information to be submitted as per enclosed format marked as Annexure-II.
- e) A Declaration as per ‘**Annexure – I**’ that no conditions / deviations have been added in the price part of the Bid.
- f) Scan copy of the following documents to be uploaded:-
 - i) GSTIN / Provisional GST registration certificate.
 - ii) Valid Professional Tax Clearance Certificate / Up to date tax payment, if applicable.
 - iii) Authorized Dealers / Authorized Distributors / Authorized Stockists must submit valid certificate from their manufacturer regarding status of authorization.

- g) Credentials in the form of copies of Letters of Award of Works (supply) along with corresponding document to justify that the intending bidder satisfies the pre-qualification criteria, regarding completion of supply.
- h) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the last 3(three) financial years .
- i) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

5.2.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

5.3 OPENING OF BIDS:

Single cover two part system (Techno-Commercial Bid + Price Bid) as stated above will be opened on the date and time as fixed in the e-tender document online.

5.4 SECURITY DEPOSIT:

5.4.1 For the successful Bidder, the **Security Deposit** shall be converted from the Earnest Money deposit in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

5.4.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

5.5 REFUND OF EARNEST MONEY:

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after finalization of the e-Tender.

5.6 VALIDITY OF OFFER:

The e-tender shall remain valid for a period of **120 [One Hundred Twenty] Days** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Board and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Board/ Sanctioning Authority/Engineer.

5.7 DETAILED SCRUTINY OF E-TENDERERS:

5.7.1 During the course of examination of Techno Commercial Part of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

5.7.2 During techno-Commercial Evaluation of tender, an offer shall be considered **non-responsive** in case:

- (i) Requisite earnest money is not deposited.
- (ii) Requisite tender paper cost is not deposited.
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Syama Prasad Mookerjee Port, Kolkata,, Haldia Dock Complex in this regard shall be final and binding on the Bidder.

5.8 For Micro & Small Enterprises (MSEs):-

- 5.8.1 Micro & Small Enterprises (MSEs) shall submit the documents for availing themselves waiver of EMD and cost of tender documents, in line with the Govt. of India gazette Notification dated 26.03.2012 & dated 9.11.2018.
- 5.8.2 Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 & dated 9.11.2018 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.
- 5.8.3 **Scheduled Caste (SC) & Scheduled Tribe (ST)** entrepreneurs should have documentary evidences, to get benefit in this regard.

[**Note:-**Bidders shall upload scanned copy of necessary document in this regard]

- 5.8.4 If eligible for this kind of job (tender), the benefits as per prevailing norms will be extended to MSEs registered with Authorities as per New Public procurement Policy as notified by the Government of India, Ministry of Micro, small & medium enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012 & dated 09.11.2018. It is not obligatory on the part of the Board to accept of Lowest Tender. They reserve the right to accept a Tender in full or in part and/or reject a Tender without assigning any reason thereof.

5.10 ACCEPTANCE OF TENDER:

- 5.10.1 Syama Prasad Mookerjee Port, Kolkata, reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 5.10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 5.10.3 The successful Tenderer will be notified in writing of the acceptance of his tender.
- 5.10.4 Work experience, as a sub-supplier shall not be considered as the requisite qualification

5.11 MISCELLANEOUS:

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Board without further reference to the bidder.

- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Syama Prasad Mookerjee Port, Kolkata. It is not the intention to debar the Contractors from working if their relatives are working in SMPK but such a declaration is necessary in the interest of Board against any possible lapses.

5.12 Due date of submission of tender will not be extended under any situation.

6. Commercial Terms & Conditions:

Sl. No.	Terms & Conditions
1	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall only be evaluated.
3	<p>i) Micro & small Enterprises (MSEs) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012 & dated 09.11.2018.</p> <p>ii) When splitting of tender quantity is not possible purely on technical ground, Board reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 25% of tender quantity against any item as per new public procurement policy.</p> <p>iii) If Micro & Small Enterprises (MSEs) registered with NSIC or Udyog Aadhar or DIC's (DISTRICT INDUSTRIES CENTRE) or UDYAM Certificate intends to participate in the tender, for the items they are not registered with NSIC/Udyog Aadhar/ DIC's (DISTRICT INDUSTRIES CENTRE)/ UDYAM certificate, then they will be considered as non-MSE for the tender and will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.</p>
4	Copy of valid and suitable NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE)/Udyog Aadhar Certificate/ UDYAM Certificate has to be submitted along with the bid on or before tender closing date otherwise their offer shall be considered nonresponsive.
5	Tenders without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or /Udyog Aadhar Certificate/ UDYAM Certificate for items for which the tender is invited.
6	A bidder may be disqualified if the bidder provides misleading or false information in the statements and documents submitted in their offer of this tender.
7	Withdrawal of tender/offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the tender will result in forfeiture of Earnest Money.
8	<p><u>TECHNICAL SPECIFICATION:</u></p> <p>A. General:</p> <ol style="list-style-type: none"> 1. The general construction and manufacturing tolerances of the Drums (Pulleys) shall conform to IS: 8531 – 1986, with its latest amendment, if any. 2. The Drum Shell of the Drums (Pulleys) shall be made from 30 mm thick MS plate (refer drawing). 3. The Drums (Pulleys) shall be crowned to a gradient of 1 in 150 for a length of 450 mm from each end. 4. The Drums (Pulleys) shall be properly stress relieved after welding. 5. All sharp corners to be rounded off. 6. The Shaft of the Drums (Pulleys) shall be coated with lacquer for rust prevention.

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	<p>7. Each Drum (Pulleys) shall be provided with 2 (two) nos. Hub – 1 (one) no. with each end face. The Material Of Construction (MOC) of all Hubs shall be C45 as per IS: 1570, with its latest amendment, if any.</p> <p>8. Each Drum (Pulleys) shall be provided with 12 (twelve) nos. Rib – 6 (six) nos. on each end face and 1 (one) no. Centre Disc. The Material Of Construction (MOC) of all Ribs and Centre Discs shall be MS as per IS: 2062, with its latest amendment, if any.</p> <p>9. All Keys, Key-way dimensions and their tolerances shall be as per IS: 2048, with its latest amendment, if any. The Material Of Construction (MOC) of all Keys shall be C55Mn75 as per IS: 1570, with its latest amendment, if any.</p> <p>10. The Drums (Pulleys) shall be statically balanced. The balancing weight(s) shall be provided on the inner side of the Shell and not on the Diaphragm Plate. The weight(s) must not project out of the Rim.</p> <p>11. The Drums (Pulleys) shall be marked with the manufacturer's name and / or recognized trademark, if any.</p> <p>12. Wherever applicable, the latest amendment of the relevant Indian Standard shall be referred to.</p> <p>13. The Shafts shall not have undercut at change of diameters.</p> <p>14. Only 1 (one) longitudinal weld shall be provided in the Shell of the Pulley. The weld is to be ground smooth.</p> <p>15. Centering shall be provided on both ends of the Shafts.</p> <p>16. Length of the Ribs shall be less than or equal to the projected length of the Hubs on each side.</p> <p>17. All Fasteners, as applicable, should be of UNBRAKO/TVS/LPS-make only, unless otherwise stated in the drawing(s) mentioned in the Bill of Quantities (BoQ). In the event of non-availability of such makes, specific approval shall have to be taken from HDC, SMP, Kolkata, for use of any other make of Fasteners.</p> <p>18. All the aforesaid Drums (Pulleys) should be supplied with Bearings and Bearing Housings, as applicable.</p> <p>19. All Bearings and Taper Sleeves (with Lock Nuts & Star Washers) [if applicable] shall be of SKF/FAG-make only.</p> <p>20. Bearing Housings [including Metal Labyrinths (TSN or equivalent), Locating Rings and metal End Covers (ETS36 or equivalent), as applicable] shall be of such make as stated in the drawing(s) mentioned in the Bill of Quantities (BoQ) i.e. SKF/FAG. Where makes have not been mentioned in the drawing(s) or drawing have not been mentioned against items of the BoQ. Bearing Housings [including Labyrinths, Locating Rings and End Covers, as applicable] shall be of SKF/FAG-make only. In the event of non-availability of such makes or non-applicability of SKF/FAG-make due to technical reason(s), if any, specific approval shall have to be taken from HDC, SMP, Kolkata, for use of any other make of the same.</p> <p>21. Pulley assembly shall be checked for eccentricity. The requisite geometrical accuracies to be furnished in the drawing(s) to be submitted by the contractor for approval of HDC, SMP, Kolkata.</p> <p>22. All Drive Drums (Pulleys) shall be provided with 20 mm thick Rubber lagging. Rubber lagging shall be of Natural Rubber (Grade – M), hot vulcanized on the Shell. The Durometer Shore Hardness shall be 60±5 on Shore “A” scale. Peel-off strength shall be 20 kg per 25 mm wide strip, as per IS: 4682 (Part-I). Diamond lagging shall be applicable (Minimum Tensile Strength -24 MPa and Minimum Elongation at Break – 450%).</p> <p>B. PAINTING:</p> <p>1. All the outer surface of the Drums (Pulleys) shall be properly cleaned and blasted.</p> <p>2. Thereafter, painting [except for the outer circumference of the Drive Drums (Pulleys), which will be Rubber lagged] shall be carried out as follows:</p> <p>a) First, Epoxy Zinc-rich Primer shall be applied to achieve a Dry Film Thickness [DFT] of 50 micron (minimum).</p> <p>b) Next, Micaceous Iron Oxide [MIO] shall be applied to achieve a DFT 50 micron (minimum)</p> <p>c) Finally, over coating shall be done by 2 (two) coats of Epoxy Paint to achieve a DFT of 200 micron (minimum).</p> <p>d) Total DFT, thus achieved, should be 300 micron (minimum).</p> <p>e) The outer circumference of each Non-drive Drum (Pulley) shall be painted in Black.</p> <p>f) The 2 (two) end faces of each Drum (Pulley) shall be painted in Red.</p> <p>g) The paints, which shall be used, shall be of any of the following makes: i) Berger Paints. ii) Shalimar Paints. iii) Jenson & Nicholson. iv) Asian Paints. v) ICI. vi) Goodlass Nerolac.</p> <p>h) Paint manufacturer's literature(s) and test certificate(s) have to be furnished against each kind of paint used.</p>
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10	The Terms and Conditions of Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. The GCC of Syama Prasad Mokerjee Port, Kolkata is readily available at https://smportkolkata.shipping.gov.in
11	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Sr. Dy. Manager (P&E), Haldia Dock Complex, thereon shall be final and binding upon all parties.
12	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Board' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract maybe inspected at the office of the undersigned on any working day before quoting for the Tender. General Conditions of Contract is also available at SMPK's website (https://smportkolkata.shipping.gov.in).
13	The Board also reserve the right to obtain revised commercial bid to the extent and in are as required from the technically acceptable bidders.
14	The Board are not bound to accept the lowest or any Tender and reserve the right to accept at ender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
15	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
16	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and delivery of their bids or for any other expenses incurred in connection with such bidding.
17	Bidders may visit at site / Store of Haldia Dock Complex in Haldia prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the tender. He may contact the Sr. Dy. Manager of P&E Division or his authorized representative at his office at Chiranjibpur in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
18	<p>Authority in signing the documents for submission of Tender / Offer:</p> <p>All documents to be uploaded by the bidder should be signed under official seal by –</p> <p>18.1 In case the Tender is submitted by a Proprietorship Firm, the same should be signed either by Proprietor or other person, holding a valid Power of Attorney from the Proprietor, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the Proprietor.</p> <p>18.2 In case the Tender is submitted by a Partnership Firm, the same should be signed either by partner, holding valid Power of Attorney from the partners, in connection with this Tender. The signature of such Power of Attorney holder should be attested by the partners.</p> <p>18.3 In case the Tender is submitted by a Limited Company, the same should be signed by person holding valid Power of Attorney executed in his favour (in connection with this Tender) and the signature of such Power of Attorney holder should also be attested, in accordance with the constitution of the Limited Company.</p>

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19	<p><u>VALIDITY :</u></p> <p>The tender shall remain open for acceptance for a period of 120 days from the date of opening of the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Board and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Board / sanctioning Authority.</p>
20	<p><u>NON- RESPONSIVE BIDDER :-</u></p> <p>The offer/tender shall be treated as non-responsive, if :</p> <p>i) 120 days validity from the date of opening of techno-commercial bid is not accepted / agreed to as per tender condition.</p> <p>ii) Offer / tender is submitted with any deviation from the tender terms & conditions.</p>
21	<p><u>EARNEST MONEY AND SECURITY DEPOSIT :</u></p> <p>i) The Earnest Money Deposit shall be released to the unsuccessful Bidder without any interest after finalization of Successful bidder. The Earnest Money of the successful Bidder shall be released after receiving Security Deposit.</p> <p>ii) The EMD shall be adjusted towards Security Deposit equal to 3% of the basic contract value. The successful bidder shall pay Balance Security Deposit by Banker's Cheque or by Demand Draft of any Scheduled/ Nationalized Bank of India drawn in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex" and payable at Haldia, within 30 days from the date of placement of order. Failing which, the HDC reserves the right to cancel the acceptance and forfeit the Earnest Money.</p> <p>The Security Deposit shall be refunded without interest after the successful execution of the order and completion of guarantee period satisfactorily.</p> <p>iii) If the contract value of Rs. One lac and above, the supplier shall be offered a DD or Bank Guarantee in the form of Security Deposit by any nationalized/scheduled bank payable at Haldia. The Bank Guarantee shall be submitted in the format available with HDC.</p> <p>iv) In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Board, the Security Deposit may be forfeited and the order be cancelled at the option of the Board'.</p>
22	<p><u>PRICES:</u></p> <p>Price should be quoted F.O.R up to Coal Handling Plant store of Haldia Dock Complex, Haldia, i.e on free delivery basis up to site / store(s) of Haldia Dock Complex, Haldia but exclusive of GST.</p> <p>i) The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II). Price(s) shall be quoted upto F.O.R. destination, Haldia Dock Complex, Haldia, including charges for packing, forwarding, loading, stacking, transportation, unloading, and transit risk necessary for the complete services as described in the documents i.e. on free delivery basis up to Coal Handling Plant store of Haldia Dock Complex, Haldia.</p> <p>ii) The Bidder shall state clearly the percentage of GST as applicable quoted in Annexure-III.</p> <p>iii) Orders may be placed in parts. Each bidder shall keep in mind while quoting his rate against any item that, in the event of part order being placed, his quoted rate against the ordered item, shall form the basis of the subject order. Price(s) to be quoted should remain firm till the entire supply of goods is completed.</p> <p>Price(s) to be quoted should remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in Taxes & Duties. In case of decrease in rates of statutory taxes & duties, the price would be correspondingly decreased.</p>

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23	<p><u>EVALUATION CRITERIA :</u></p> <p>i) Evaluation will be made on the item wise lowest (L1) landed price exclusive of GST quoted against individual items among the techno-commercially qualified bids subject to the fulfilment of necessary Tender conditions and benefits will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No.503, dated 26.03.2012 & dated 09.11.2018. When splitting of tender quantity is not possible purely on technical ground, Board reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 25% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Board to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.</p> <p>It is not obligatory on the part of the Board to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.</p> <p>ii) In the event of Part Order being placed, the rate(s) against each of the item(s) constituting the order shall be identical to the rate(s) for the corresponding item(s) quoted in the Price Bid, tender terms and conditions shall also remain unaltered. Irrespective of whether order is placed on part or, on the whole of the BOQ no plea for subsequent withdrawal or the amendment will be entertained.</p>
24	<p><u>INSPECTION AND TESTING</u></p> <p>The authorized representative(s) of HDC, SMP, Kolkata, (i.e.,Inspector(s)) shall have access to the works of the manufacturer at all reasonable times for inspecting the test equipment and methods of examinations. The authorized representative(s) of HDC, SMP, Kolkata, on giving 7 (seven) days' notice in writing to the contractor, setting out any ground of objection(s), in respect of the work, shall be at liberty to reject all or any materials or workmanship in the subject of any of the said grounds of objection, which are not in accordance with the contract.</p> <p>The contractor shall extend all necessary facilities and make all arrangements from their end for such inspection. The cost of all tests and / or analysis shall be borne by the contractor. Also, the contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective, of inferior quality, adulterated or otherwise unacceptable.</p> <p>Inspection will be carried out in stages, as mentioned below, by the authorized representative(s) of HDC, SMP, Kolkata. Dispatch of the Drum(s) [Pulley(s)] can only be made after the 4th stage inspection and clearance thereto.</p> <p><u>1st stage inspection:</u> Component wise, in open condition of all the items, prior to assembly.</p> <p><u>2nd stage inspection:</u> Die Penetration (DP) Testing of all the welded joints, inaccessible after assembly of the Drum(s).</p> <p><u>3rd stage inspection:</u> In assembled condition, prior to Rubber lagging (as applicable) and painting.</p> <p><u>4th stage inspection:</u> After Rubber lagging (as applicable) and painting.</p> <p>No inspection shall be carried out in absence of internal inspection clearance of the contractor, which has to be furnished to the inspector(s) at the time of inspection.</p> <p>All the Bearing, Taper Sleeves (with Lock Nuts & Star Washers, if applicable) and Bearing Housings {including Labyrinth, Locating Ring and End Cover, as applicable} [if SKF/FAG make], to be supplied, shall have to be inspected and cleared by a competent person of SKF India Limited or FAG Bearing India Limited, as the case may be. The contractor shall be responsible to ensure such inspection and clearance of the Bearings, Taper Sleeves {with Lock Nuts & Star Washers} and Bearing Housings {including Labyrinth, Locating Ring and End Cover} }[if SKF/FAG-make] from SKF India Limited or FAG Bearing India Limited, as the case may be. The Bearings, Taper Sleeves {with Lock Nuts & Star Washers} and Bearing Housings {including Labyrinth, Locating Ring and End Cover}, [if SKF/FAG-make], so inspected and cleared, should be sealed with tamper proof packing and must be shown in such sealed condition to the Inspector(s) during 1 st stage inspection.</p> <p>All the Bearing Housings (including Labyrinth, Locating Ring and End Cover, as applicable) which will not be SKF/FAG-make, shall have to be inspected and cleared by the Inspector.</p>

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	<p>During 1st stage inspection, the Inspector(s) will carry out and / or witness the following at the manufacturer's works:</p> <ol style="list-style-type: none"> Review of Internal Inspection Report(s). Verification of Test Certificate(s) and suitable marking of the same thereafter. Visual Inspection. Dimensional Checking. Magnetic Particle Testing (by Fluorescent method) in accordance with "Standard Practice for Magnetic Particle Examination: SE - 709" [Identical with ASTM E 709 - 80 (1985)] – for all the shafts. Inspection of all the Bearing Housings [including Labyrinth, Locating Ring and End Cover, as applicable], which will not be SKF/FAG-make], <p>During 2nd stage inspection, the Inspector(s) will carry out and / or the witness the following at the manufacturer's works.</p> <ol style="list-style-type: none"> Visual Inspection. Die Penetration (DP) Testing of all the welded joints, which will be inaccessible after assembly of the Drums (Pulleys). <p>After assembly of the Drums (Pulleys) but prior to Rubber lagging (as applicable) and painting i.e. during 3rd stage inspection, the Inspector(s) will carry out the following at the manufacturer's works.</p> <ol style="list-style-type: none"> Review of Internal Inspection Report(s). Visual Inspection. Dimensional Checking. Die Penetration (DP) Testing of all the welded joints, which are accessible after assembly of the Drums. <p>After Rubber lagging (as applicable) and painting of the Drums (Pulleys) i.e. during 4th stage inspection, the Inspector(s) will carry out the following at the manufacturer's works.</p> <ol style="list-style-type: none"> Review of Internal Inspection Report(s). Visual Inspection. Verification of Test Certificate(s) pertaining to Rubber lagging, as applicable and suitable marking of the same thereafter. Verification of Test Certificate(s) of the paint manufacturer(s) and suitable marking of the same thereafter. Visual Inspection. Checking of Shore Hardness of Rubber lagging. Checking of thickness of painting. Notwithstanding the fact that the materials – either in part or in full – have passed the inspection, the contractor is not relieved from his obligations to conform to the quality, workmanship, guaranteeing the performance, etc. as per the contract. <p>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 shall be debited with the cost of test and rejected materials shall be replaced by the supplier at his own cost and arrangement.</p> <p><u>Certificates:</u> The following certificates, duly verified during inspection, must be submitted along with the supply:</p> <ol style="list-style-type: none"> Certificate(s) for Chemical Analysis. Certificate(s) for Mechanical (Physical) Properties. Certificate(s) pertaining to Rubber Lagging, as applicable. Inspection Certificate(s) for Bearing, Taper Sleeves (with Lock Nuts & Star Washers) [if applicable] and Bearing Housings (including Labyrinth, Locating Ring and End Cover as applicable) Certificate(s) for all hardware i.e. Bolt, Set Screw, Nut, Lock Nut, Spring Washer, etc. Certificate(s) for Die Penetration (DP) Testing – after the Inspector(s) have witness the same. Certificate(s) for Magnetic Particle Testing (by Fluorescent method) – after the Inspector(s) have witness the same. Test Certificate(s) from the paint manufacturer(s). <p>The aforesaid Certificates must be from the manufacturer or any Government / Government approved</p>
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	laboratory, except those from SKF/FAG and paint manufacturer(s). Apart from the aforesaid certificates, Guarantee Certificate must be furnished along with the supply.
25	<p><u>PAYMENT:</u></p> <p>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.</p> <p>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: Savings/Current Account Number: Name of the Bank: Name of the Branch and address thereof: RTGS Code of the Branch</p>
26	<p><u>Time of Completion & delivery:</u> 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.</p> <p>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.</p>
27	<p><u>PACKING:</u></p> <p>Suppliers shall be responsible for proper packing and delivery of materials in good condition. Materials shall be packed in proper way by the supplier at his own cost and arrangement for protection against damage, loss, leakage, breakage etc.</p>
28	<p><u>DESPATCH ARRANGEMENTS:</u></p> <p>The supplier shall be fully responsible for any transit loss or damage to the materials. In case e-way bill is required to deliver the materials, suppliers need to arrange themselves for the same through latest online portal.</p>

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29	<p><u>TRANSIT RISK :</u> Transit risk will be on supplier's account since the delivery is to be made on F.O.R. Destination basis.</p>
30	<p><u>RISK PURCHASE:</u> In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (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).</p>
31	<p><u>DOCK PERMITS :</u> The successful Bidder shall have to obtain permits from the office of the Sr. Dy. Manager(P&E) or his authorised representative for delivery of materials and Dock Permit or as directed for entry of their vehicles and workers into the Board' Stores for unloading and stacking of the material. Such permits shall be issued to the Bidder against receipt of proper application with payment of necessary charges (if any) for the same during normal working hours on any working day.</p>
32	<p><u>REJECTION OF MATERIALS:</u> Notwithstanding the inspection and passing of materials by Board' 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 Board' 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 Board' 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 Board shall have the right to dispose of the same and the supplier shall have no claim against the Board in respect of the said rejected materials.</p>
33	<p><u>LIQUIDATED DAMAGES:</u> If the successful bidder (supplier) failed to supply materials during the delivery period, LD will be levied @ ½% per week on the value of the delayed portion subject to maximum of 10% of total basic value of order and GST would be chargeable extra on LD as applicable.</p>
34	<p><u>BANNED OR DE – LISTED CONTRACTORS:</u> Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, quasi – Government agency or, PSU. If a bidder has been banned / de-listed by any Government or, quasi – Govt. agency or, a PSU, the details of any such ban must be clearly stated along with the relevant documents which the Bidder is to enclose together with the Techno- Commercial Bid. Incorrect declaration or, suppression of facts will lead to rejection of the Offer.</p>
35	<p><u>FORCE MAJEURE:</u> 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.</p>

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36	<p><u>JURISDICTION OF COURT :</u></p> <p>The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Kolkata.</p>
37	<p><u>WORKMEN COMPENSATION :</u></p> <p>The successful bidder(s) must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at SMPK's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.</p>
38	<p><u>GUARANTEE PERIOD</u></p> <p>The materials, with all accessories and attachments, shall have to be guaranteed by 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.</p>
39	<p><u>Drawings:</u> 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 detailed drawing(s), incorporating all the critical dimensions, for approval of the Sr. Dy. Manager (P&E), HDC, SMP, Kolkata. The drawing(s), so submitted, shall bear the certification, stamp and signature of the contractor. The detailed drawings, so submitted, shall be approved by the Sr. Dy. Manager (P&E) or his authorized representative, within 07 (seven) days from the date of receipt of the drawing(s) by HDC, SMP, Kolkata. Such approved drawing(s) shall bear the certification, stamp and signature of the Sr. Dy. Manager (P&E) or his authorized representative. The contractor shall proceed with the manufacture of the material(s) only after receipt of the approved drawing(s) from HDC, SMP, Kolkata. In addition to the same, the contractor shall prepare as built drawing(s), without any extra cost to HDC, SMP, Kolkata. Such drawing(s) shall contain Pulley Weights and GD² values. Such drawing(s) shall bear the certification, stamp and signature of the contractor and 3 (three) sets of the same shall be submitted along with delivery of the material(s).</p> <p><u>QAP:</u> 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.</p>
40	<p><u>PERSONAL PROTECTIVE EQUIPMENT(PPE):</u></p> <p>Suppliers and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of supply of materials inside the dock premises.</p>
41	<p><u>DEFAULT CRITERIA:</u></p> <p>HDC may serve a written notice of default to the Supplier in case of following situations</p> <ol style="list-style-type: none"> If supplier fails to deliver any or all of the materials within the Time period(s) specified in the contract or any extension thereof granted by HDC. Delivery is unsatisfactory as per Tender Terms. If supplier fails/delays to perform any other obligation(s) under the Contract. <p>In either of the above circumstances, does not remedy his failure within a period as specified in contractor such period as HDC may authorize in writing after serving default notice to the supplier.</p>
42	<p><u>GENERAL CONDITIONS OF CONTRACT:</u></p> <p>'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Board of SMP, Kolkata for the Port of Syama Prasad Mookerjee is hosted at www.smpportkolkata.shipping.gov.in. (https://smpportkolkata.shipping.gov.in/showfile.php?layout=1&lang=1&lid=2531). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.</p>

7. PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER for “Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”

TENDER NO: SDM(P&E)/105/T/5/2023-24

- a. The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- b. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
- c. This being an item wise rate tender, the Bidder shall quote his rates against items as applicable on line based on their own analysis.

The Tender Price thus established would be taken for comparative evaluation, subject to the relevant provisions of the tender.

8. BILL OF QUANTITIES (UN-PRICED BID)

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

[BIDDERS NOT TO QUOTE HERE]

Tender No.: **SDM(P&E)/105/T/5/2023-24**

Sl. No.	Item particulars.	Qty.	Please confirm by writing 'YES/No' if the offered materials are as per item description.
01	Non drive Drum Ø 630 x 1600 mm shell length with rubber lagging, bearings (23128CCK/W33), (along with adapter sleeve H-3128) plummer blocks (SNH528 TS) & plummer blocks fixing hardware etc. (Ref. drawing no.:SK378)	6 Nos.	
02	Non drive Drum Ø 630 x 1600 mm shell length with rubber lagging, bearings (23228CCK/W33), (along with adapter sleeve H-2328) plummer blocks (SNA528 TS) & plummer blocks fixing hardware etc. (Ref. drawing no.:SK379)	09 Nos.	

Signature of Tenderer with Office Seal

DECLARATION OF THE BIDDER**FORMAT FOR SUBMITTING DECLARATION REGARDING BANNING / DELISTING, BIDDING DOCUMENTS DOWNLOADED FROM WEBSITE, PRICE SCHEDULE, ETC.**

[To be printed on the bidder's Letter Head duly filled and uploaded after seal & signing]

To,
 Sr. Dy. Manager (P&E)
 Haldia Dock Complex;
 Syama Prasad Mookerjee Port, Kolkata.

Name of Work:

“Manufacturing, supplying, delivering and guaranteeing of non-drive drums for Coal Handling Plant, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata).”

Tender No.: SDM(P&E)/105/T/5/2023-24

I....., the authorized signatory of the
 (Name of the Company /Firm) do hereby declare / confirm that:

* I / We have not been debarred or de-listed by any Government or Quasi-Government Agencies or Public Sector Undertaking in India.

I / We have examined carefully, read and understood the above Terms and Conditions, Specifications and General Conditions of Contract. I / We hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specifications, Bill of Quantities, General Conditions of the Contract and the Terms and Conditions as stated in the Tender and at rates and prices set out in the annexed Bill of Quantities within the time period as stated in the Tender. In the event of our Tender being accepted in full or, in part, I / we also hereby agree that the said Tender, Specifications, Bill of Quantities, General Conditions of Contract and the Terms and Conditions as stated in the Tender together with the acceptance thereof in writing by or, on behalf of the Board' shall form the Contract. I / we have not made any addition / modification / alteration in the Bidding Documents hosted in the websites.

I / We have deposited Requisite Earnest Money.

OR

I / We have submitted documentary evidences for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) as per tender condition. The offered prices would be given in the “Price Bid (Part-II)” electronically, through the website of E-NIVIDA (<https://kopt.enivida.in>) only.

I / We agree that the period for which the Tender shall remain open for acceptance shall not be less than 120 days.

I/We have not made any addition/ modifications/alteration in the Bidding Documents hosted in the websites.

I/We have submitted all the information applicable as per Annexure-II.

The offered prices would be given in the “Price Bid (section)” electronically, through the Website of E- NIVIDA (<https://kopt.enivida.in>).

Signature of authorized person of the bidder
 (With office seal)

* In case the firm has been debarred or de-listed by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly, after modifying the sentence, suitably.

10.

ANNEXURE-II

BIDDER'S INFORMATION

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

GENERAL INFORMATION OF THE BIDDER

The bidder must submit the information in this format.

1.	Information regarding bidder's authorized representative(s) / contact person(s)		
	a)	Name(s)	
	b)	Address(es)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
2.	a)	Address of the branch office, if any	
	b)	Name of the contact person at branch office	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
3.	Whether the bidder is a Proprietorship Firm or Partnership Firm or Limited/ Pvt. Limited Company		
4.	Details of the Banker(s):		
	a)	Name of the Banker(s) in full.	
	b)	Address(es) of the Banker(s)	
	c)	Telephone number(s)	
	d)	Facsimile number(s)	
	e)	Electronic mail address	
	f)	Name(s) of the contact person(s)	

Annexure-II

5.	Bank details for ECS payment :	
a	Bank Account number.	
b	Name of the bank.	
c	Name of the branch.	
d	Address of the branch.	
e	IFSC code	
6.	Income Tax details (if applicable) :	
a)	Permanent Account Number (PAN)	
b)	GST Registration Number	
7.	Employees' Provident Fund (EPF) Code No., if applicable	
8.	Employees' State Insurance (ESI) Code No., if applicable	

Signature of Tenderer with Office Seal

11.

ANNEXURE-III

TO INDICATE THE FOLLOWING DETAILS OF GST:

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

Sl. No.	Description Of Item Bearing No.	HSN Code	GST Rate (In %)		
			CGST Rate	SGST Rate	IGST Rate
1.	Non drive Drum Ø 630 x 1600 mm shell length with rubber lagging, bearings (23128CCK/W33), (along with adapter sleeve H-3128) plummer blocks (SNH528 TS) & plummer blocks fixing hardware etc. (Ref. drawing no.:SK378)				
2.	Non drive Drum Ø 630 x 1600 mm shell length with rubber lagging, bearings (23228CCK/W33), (along with adapter sleeve H-2328) plummer blocks (SNA528 TS) & plummer blocks fixing hardware etc. (Ref. drawing no.:SK379)				

Note: GST details of each Tender BOQ item should be submitted.

Signature of Tenderer with Office Seal

12.

ANNEXURE-IV

Bidder's Bank Details

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

A/c No.	
A/c holder Name: Bank Name & Bank Address:	
Branch Name:	
IFSC:	

Signature of Tenderer with Office Seal

Check List of Documents to be submitted

Sl. No.	List of Documents to be submitted	“Yes/No”	Page No.
1	Copy of GST Registration Certificate		
2	Copy of last three financial years Balance Sheet and Profit & Loss A/c.(audited where applicable) as per NIT.		
3	Copy of supply order plus delivery proof as NIT.		
4	Original D.D. towards deposit of EMD & Tender cost.		
5	Duly filed signed stamped copy of ‘Commercial Terms & Conditions’ of the subject NIT		
6	Duly filed signed stamped copy of ‘Un-Priced Bid’ of the subject NIT		
7	Duly filed signed, stamped copy of ‘Annexure-I, Annexure-II, Annexure-III & Annexure-IV’ of the subject NIT		
8	Copy of valid Professional Tax Payment Challan copy (PTPC)/up to dated Taxpayment Challan copy (If applicable)		
9	Copy of Valid Trade License (If applicable)		
10	Any other documents (if applicable)		

Signature of Tenderer with Office Seal

14.

ANNEXURE-VI

REFERENCE DRAWING

Tender No.: SDM(P&E)/105/T/5/2023-24

Note: Enclosed drawing, available with HDC, is for reference & understanding only. The prospective bidders are advised 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.

Signature of Tenderer with Office Seal

