



Tender No. : **KPPL/Mech/SCR/0018**

Request for Proposal for Supply of Conveyor Belt

Karaikal Ports Private Limited, Karaikal (“**KPPL**”) is having Mechanized Coal Handling System comprises of Ship unloader, Stacker cum Reclaimer, Wagon Loading System, etc. to handle Coal Cargo. For the operation of Mechanized Coal Handling System, KPPL intends to keep stock of the conveyor belts as a maintenance/safety stock.

Proposals are invited by **KPPL** from the reputed experienced bidders as two bids system, meeting the following Minimum Eligibility Criteria for Supply of Conveyor Belt as per the specification given in scope of work

Bidders meeting the minimum eligibility criteria may submit their proposal in two bid system as detailed in General Terms & Conditions for one or more type of Conveyor Belt given under scope of work. Further it is clarified that it is not necessary for a bidder to bid for all type of Belt.

KPPL has the rights of selecting more than 1 (one) bidder / supplier at the sole discretion of KPPL.

I. Scope of Work

The Scope of work shall include but not limited to manufacture, inspection, testing, packing & forwarding, customs clearance (if applicable), transportation upto Karaikal Port site basis for supply of conveyor belts as detailed below and as per the specifications given below. The detailed Data Sheet shall be submitted along with your offer.

Sl. No.	Belt width	Rating	Grade	Cover	Hardness	Edge type	Qty in Mtrs
1.	1600	630/4	NN, M24	8/3	65+/-5	Moulded	300
2.	2000	1250/4	NN, FR	5/3	65+/-5	Moulded	600
3.	2000	1000/5	NN,FR	5/3	65+/-5	Moulded	300
4.	2000	ST800	FR	5/5	65+/-5	Moulded	500
5.	2200	1600/5	NN,FR	8/3	65+/-5	Moulded	100



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II. Minimum Qualification Criteria

- a. The bidder shall have minimum experience of 5 (five) years in manufacturing and supply of similar belts and/or sourcing of similar belts from OEM and must have supplied to core industries like Port/mining/power plants etc. Bidder must furnish the major client list along with the order copy to establish their similar experience as stated.
- b. The bidder shall submit the financial turnover for the past 3 financial years ending 31st March 2021 (Details of financial turnover in the last 3 financial years must be provided along with the chartered accountant's certificate).
- c. The bidder shall submit IT Returns for the last 3 financial years along with the audited balance sheet.
- d. In case the bidder is an authorized dealer / distributor for supply of belt, the bidder must submit the valid Dealership Certificate issued by the OEM.

III. General Terms & Conditions

1. The bidder shall quote their rates as mentioned in the Annexure-1 "**Price Bid**" only.
2. The rates shall be quoted on FOR Karaikal Port basis only.
3. The bidder is advised to acquaint himself with the job involved, visit the site (port), examine and shall satisfy himself as to all technical, commercial, and general condition affecting the Site and the works including the extent and nature of the work, the means of communication, and in general all risks and contingencies influencing or affecting the Scope of Work before submitting his proposal. The bidder shall not be entitled to any adjustment of the Contract Price on grounds of misinterpretation, lack of knowledge or misunderstanding under this clause.
4. The Supplier shall be paid in accordance with Annexure-1 "**Price Bid**". All payment shall be made within 30 days of delivery of materials and submission of invoice along with necessary supporting documents duly certified by KPPL's engineer in-charge.



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5. TDS will be deducted at source as per statutes and the certificate for the same will be issued to the Supplier by KPPL.
6. **Currency of Bid and Payment** : The unit rates and the prices shall be quoted by bidder entirely in Indian National Rupees (INR) only.
7. **Warranty** :All the materials supplied by the Supplier shall carry a minimum of warranty of 24 months from the date of delivery of materials at Karaikal Port site or 18 months from the date of putting into operations, whichever is earlier.

8. Contract Performance Bank Guarantee

The successful bidder (“**Supplier**”) shall submit the Contract Performance Bank Guarantee on receipt of order for 10% (ten percent) of total Contract Value which shall be valid till Warranty Period plus claim period of additional 3 month from the date of expiry of Bank Guarantee. This sum is liable to be forfeited in the event of default of any of the provisions of the Contract and failure to rectify defects by the Supplier. The bank guarantee shall be from the Indian Branch of Nationalized Bank/Scheduled Bank as acceptable to KPPL in a form and manner prescribed in the tender as Annexure-2.

9. Taxes & Duties

The Supplier shall be liable to pay all taxes, duties, levies, etc. except GST, which shall be paid extra at actuals against submission of GST based tax invoices. Statutory variation in Taxes & Duties, change in interpretation/application of any existing Taxes & Duties and/or imposition of any new tax/duty/levy in India except Income Tax after the date of the Contract shall be to the KPPL’s account, provided however, such variations are in respect of direct transactions between the KPPL and the Supplier and not in respect of any sub-supplier of the Supplier.

10. The bidder shall clearly mention the time required to complete the supplies. The entire supplies shall be made in one lot.

11. Liquidated Damages

- i. Time being the most important feature of the Contract, in the event that the contractual Delivery Schedule is not met, due to reasons not attributable to KPPL, liquidated damages shall be levied @ 0.5% (zero point five percent) of the total



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Contract Value for each week of delay or part thereof subject to a maximum of 5% (five percent) of the total Contract Value.

- ii. The Parties hereto agree that the above Liquidated Damages mentioned in Clause (i) above is an agreed genuine pre-estimation of damage and the compensation contemplated is not by way of penalty or unreasonable.
- iii. KPPL shall have the right to deduct the Liquidated Damages from any amount due or becoming due and shall also have the right to recover the sum as due from the Supplier, if the above methods of recovery are not possible.
- iv. Payment or deduction of Liquidated Damages shall in no way relieve the Supplier from completing the Scope of Work and discharging all its other obligations under the Contract.

12. Price Variation

The item rate quoted by the bidder shall be firm and fixed throughout the currency of the contract (Order) and shall not be subject to any variation for whatsoever reasons.

13. The successful bidder shall not be entitled to assign the Contract or any benefit or interest therein either in part or full.
14. **Packing and Marking** : The general specification of packing and marking in respect of material shall be as per Good Industry Practices. All material shall be consigned in favour of :

Head - Materials
Karaikal Port Pvt. Ltd.,
Kheezhavanjore Village,
T. R. Pattinam
P.B. No. 33, Karaikal - 609 606
Puducherry.

15. **Transit Responsibility** :All the items should be conserved and packed in such a manner so as to protect it from damage, deterioration and pilferage during transportation to KPPL Stores. The responsibility for safe delivery of complete goods at site is that of the Supplier.



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16. **Transfer of Title** : The title to the goods shall pass on to the Purchaser (“KPPL”) by and upon endorsement in favour of the KPPL on the title document. Such passing of title of ownership to KPPL shall not, however, in any way absolve, diminish or dilute the responsibilities and obligations of the Supplier as per the Contract.
17. **Termination/Cancellation** : In case of protracted delay in supply of materials for any reasons whatsoever, KPPL shall have the right to terminate the Contract merely by giving a notice of 15 (fifteen) days or curtail the scope and shall get the work completed at Supplier’s risk and cost.
18. **Suspension** : During the contract period, KPPL may suspend the work in whole or in part at any time by giving notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Supplier shall stop all such work which KPPL has directed to be suspended with immediate effect. The Supplier shall continue to perform other work in terms of the Contract which KPPL has not suspended. The Supplier shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
19. **Force Majeure** : Upon award of Contract, if either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, war, insurrection, embargo, blockade, explosion, earthquake, floods, epidemics, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly. Provided however, such events materially and adversely affect the affected Parties performance of its obligations pursuant to the terms of the Contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.

If Force Majeure event continue beyond the period of 3(three) months the parties shall hold consultation to chalk out the further course of action, either party reserving the right to terminate the Contract.

Neither Party can claim any compensation from the other Party on account of Force Majeure Event.

20. Arbitration

- (i) During the contract period, in the event that any dispute arises between the Parties in connection with the Contract, the construction of any provision of the Contract or the rights, duties or liabilities of the Parties hereto under the Agreement, the Parties shall conduct negotiations in good faith to solve such dispute. If mutual resolution cannot be reached within sixty (60) days after the commencement of such negotiations, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 with all modifications and re-enactments thereto, as is prevalent in India. One arbitrator shall be appointed by each Party and the third presiding arbitrator shall be appointed by the arbitrators so appointed. The venue and seat of arbitration shall be Chennai. The arbitration proceedings shall be conducted in English.
- (ii) Any award made in such arbitration will be final and binding on the Parties. During pendency of any arbitration proceedings, performance of the Works and all other obligations under the Contract or any other agreement(s) issued under the Contract by the Supplier shall continue uninterrupted.

21. Governing Law and Jurisdiction

Upon award of the Contract, the Contract shall be governed by and construed in accordance with the laws of India. Subject to clause 20(i), any or all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of Chennai.

22. To facilitate evaluation of bids, KPPL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

23. Acknowledgement by Bidder

- 23.1 It shall be deemed that by submitting the Bid, the Bidder has:
 - i. Made a complete and careful examination of the RFP;
 - ii. Received all relevant information requested from KPPL to the extent possible;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of KPPL relating to any of the matters referred to in Clause above; and
 - iv. Acknowledged that it does not have a Conflict of Interest;
 - v. Agreed to be bound by the undertakings provided by it under and in terms hereof.



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- 23.2 KPPL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by KPPL.
24. KPPL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
25. This RFP does not constitute an offer by KPPL. The bidder's participation in this process may result in selecting the bidder for execution of the contract.
26. At any time prior to the last date of submission of bids, KPPL may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the tender by issuance of Addenda/Amendment. All interested Bidder shall have to check the website **www.karaikalport.com**.
27. The Bidder shall not submit the bid on behalf of another interested party.
28. Conditional bid will not be accepted and same will be treated as non-responsive. KPPL reserves the right to reject such bids without assigning any reason thereof and without any financial implications to KPPL.
29. KPPL reserves the right to reject any bid not submitted on time and which does not contain the information/ documents as set out in Tender conditions.
30. The issue of this RFP does not imply that the KPPL is bound to select a Bidder or to appoint the Selected Bidder for the work.
31. KPPL reserves the right to accept or reject any bid, and/or to annul the tendering process and/or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KPPL action.
32. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of KPPL. Any notification of preferred Bidder status by KPPL shall not give rise to any enforceable rights by the Bidder.



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33. The Contract shall be on a principal to principal basis. The relationship between KPPL and Supplier is that of principal and independent Supplier. Nothing in the Contract shall be taken as constituting Supplier an employee or agent of KPPL. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.
34. Along with the Techno-commercial bid, the bidder shall submit the following documents: (Please note that price schedule shall be submitted in a separate sealed cover)
- Details of past experience of bidder for past 5years (certificates issued by the clients)
 - Details of financial turnover for the past 3years (certificate issued by the Chartered Accountant)
 - Organization details
 - Company's Audited Balance sheet of last three financial years
 - Income Tax returns filed for the last 3 financial years
 - Detailed Data Sheet for the belts
 - Any other relevant information which bidder may like to provide
 - Copy of the PAN, GST registration No., ESI/PF registration, etc.
 - If Registered with MSME, copy of MSME certificate.
35. This RFP supersedes and replaces any previous documentation & communications and bidders should place no reliance on such communications.
- 36. Bid Validity Period**
- The Bid shall remain valid for a period not less than 90 days from the last date of submission of tender. KPPL reserves the right to reject any Bid, which does not meet this requirement.
37. The bid shall be submitted in two part as follows on or before the due date as mentioned in the portal:
- i. The Techno-commercial bid shall be submitted in a separate sealed cover duly marked as "**Techno-Commercial Bid**".
 - ii. The Price Bid shall be submitted in a separate sealed cover duly marked as "**Price Bid**".



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iii. Both the sealed covers should be packed in a sealed cover duly addressed to :

Asst. General Manager - Commercial
Karaikal Port Pvt. Ltd.
Prestige Polygon,
9th Floor, Anna Salai, Rathna Nagar,
Teynampet, Chennai.
Tamil Nadu - 600035



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Annexure-1

Price Bid

Bidders are requested to fill in the rates in the appropriate sections below for the scope of work. All rates shall be in Rs. per Meter and exclusive of GST.

GST shall be paid extra at actuals by KPPL as per statute.

Quantity variation clause : The supplies shall be accepted for the quantity variation of \pm 5%(five percent) and the payment shall be made for the actual quantity supplied and accepted by KPPL.

Sl. No	Belt width	Rating	Grade	Cover	Required Qty. in Mtrs	Unit Rate (Rs.)	Total Value (Rs.)
1	1600	630/4	NN, M24	8/3	300		
2	2000	1250/4	NN, FR	5/3	600		
3	2000	1000/5	NN,FR	5/3	300		
4	2000	ST800	FR	5/5	500		
5	2200	1600/5	NN,FR	8/3	100		
6	Customs clearance charges (if applicable)				Lumpsum		
7	Transportation and transit insurance Charges, if any				Lumpsum		
	Sub Total - I (1+2+3+4+5+6+7)						
	IGST						
	Grand Total						
	(Amount in Rs.						

Note :

1. The price shall be submitted in a separate sealed cover.
2. The above price is inclusive of GST, packing & forwarding, transportation charges to free delivery to Karaikal Port including transit insurance.
3. The Contract (Purchase Order) shall be on unit rate basis and the same shall be governed by unit rate as mentioned above. The payment shall be made to the Supplier based on the actual quantity supplied duly certified by KPPL's Engineer-incharge at Port.



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4. Each consignment shall be supplied along with necessary manufacturer's test certificate.



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Annexure- 2

Format of the Performance Bank Guarantee

To,
M/s. Karaikal Port Private Limited,
Kheezhavanjoor Village,
T.R. Pattinam, PB No.: 33,
Karaikal – 609606.

This Deed of Guarantee executed by the(Bank name) (here-in after referred to as “the Bank”) in favor of **M/s. Karaikal Port Private Limited, Kheezhavanjoor Village, T.R.Pattinam, PB No.: 33, Karaikal - 609606.**(hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs..... (Rupeesonly) at the request of.....(hereinafter referred to as “the Contractors”).

This guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs..... and the Guarantee shall remain in full force up to (Dt: (contract period plus three (3) month) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before Dt: (claim date)

- A. KPPL vide PO No.Dtd.issued PO toa Company registered under the Companies Act, 1956 and having its Head Office at, (the “Contractor”) for (name of the work) at Karaikal Port (the “**Project**”).
- B.has confirmed their acceptance to the said Contract of KPPL vide theirhas proposed to enter into a Contract Agreement for undertaking, inter alia, the Project and to perform and discharge all its obligations thereunder.
- C. The Contractor is required to give KPPL a guarantee by a recognized bank based in India in the sum of Rs.(Rupees only) as security for compliance with its obligation under the Contract Agreement.
- D. The Guarantor has agreed to give KPPL the above mentioned guarantee on the terms set out herein.
 - a. We, (Bank Name), a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act 1949 and carrying on banking business with its Head Office at(Bank Address)



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acting through its Branch at (hereinafter referred to as the "Guarantor"), unconditionally guarantee to pay KPPL upon first written demand and without any deduction any sum claimed by KPPL upto a maximum of Rs..... (the "Guaranteed Sum") subject to the conditions set out below.

- b. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from KPPL, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to KPPL.
- c. The Guarantor waives any requirement that KPPL demand any debt or payment from the Contractor before presenting it with a demand under this Guarantee.
- d. KPPL shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, in accordance with the Contract Agreement. Such notification by KPPL shall be conclusive and binding on the Guarantor.
- e. Upon encashment and appropriation of the whole or any portion of the Guaranteed Sum by KPPL in accordance with the Contract Agreement, the Contractor shall be obliged to ensure the replenishment of the existing Guarantee or provide fresh guarantee of the Guaranteed Sum through the Guarantor within the time provided in the Contract Agreement for the same.
- f. No underlying dispute as between KPPL and the Contractor nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to KPPL by the Guarantor and the existence of any disputes or difference or claims in arbitration or otherwise shall not constitute any ground for non-payment of this Guarantee.
- g. This guarantee is valid and effective from its date. This guarantee and the Guarantor's obligations under this will be expired on (**date of expiry**)
- h. The Guarantor agrees that its obligation to pay any demand made by KPPL before the termination of this Guarantee will continue until the amount demanded has been paid in full.
- i. This Guarantee shall be valid and effective upto (date shall be three month from the date of BG validity) for enabling KPPL to lodge a claim for payment



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under the Guarantee till the date of expiry of the terms of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand, if the claim is lodged within the claim validity period and the obligation to pay is subject to normal limitation for payment of claims upon a guarantee.

- j. No change in the constitution of the Contractor or of the Guarantor shall be a ground for release of the Guarantee and no variation in the Contract Agreement made post selection of the bidder, or post making of the bid, shall constitute a variation, which would, subject to the terms and conditions of the agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
- k. The Guarantor agrees that no change, addition to or other modifications to the terms of the Contract Agreement or to any documents which have or may be made between KPPL and the Contractor will in any way release it from any liability under this Guarantee and that it waives any requirement for notice of any such change, additions or modification.
- l. This Guarantee binds the Guarantor, its successors and permitted assigns.

Notwithstanding anything contained herein:

Our liability under the Bank Guarantee shall not exceed Rs.....

- i. The Bank Guarantee shall be valid uptoDt:..... (Expiry Date) and payable at Chennai. The period of validity shall be extended and this bank guarantee shall be validated to such further period as required by KPPL in writing, before expiry of the period mentioned herein.
- ii. Unless a claim or a demand in writing in made upon us on or before Dt:.....(date of claim - shall be three(3) month from the date of BG validity) all our liability under this guarantee shall cease.

Notwithstanding anything contained herein above:

- a) Our liability under this guarantee shall not exceed Rs. (Rupees).This Bank Guarantee shall be valid upto
- b) Unless a demand is made in writing on us (Bank name and address) acting through its Branch at on or before).....(claim date shall be three (3) month from



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the date of BG validity) all your rights under this guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place:

Date: