



Regd. Office:
Bengal Eco Intelligent Park, Tower-1
Block – EM, Plot No. 3, Salt Lake City,
Sector-V, 3rd & 4th Floor
Kolkata - 700 091, W.B.
TEL: 71122334, 71122445
WEBSITE:www.haldia Petrochemicals.com
CIN:U24100WB2015PLC205383

24th January, 2024

Tender document Issued by:

Haldia Petrochemicals Ltd.

Bengal Eco Intelligent Park
4th. Floor , EM_3 , Sctor-V
Salt Lake City
Kolkata – 700091

Subject : Sale of Damaged Radiant Coils and Fire affected allied Materials from Plant

Tender No. : SCRAP/ Radiant Coil /01/ 2023-24

Dear Sir,

Haldia Petrochemicals Ltd. has invited this tender for fire affected material which is part of their claim with insurance company. Details of Insurance Co and Insurance Surveyors are as under:

Insurance Company

National Insurance Co. Ltd

Insurance Surveyor

Proclaim Insurance Surveyor & Loss
Assessors Private Limited

E-Tender is invited for the subject sale.

- 1 Name of Sale : **Damaged Radiant Coils and fire affected allied Materials** (As per enclosed Annexure)
- 2 Earnest Money Deposit(EMD) : DD/Pay order of Rs. 500,000.00 in favour of 'Haldia Petrochemicals Ltd.' and payable at Kolkata will be provided along with Tender documents. Alternatively, EMD may also be paid through NEFT/RTGS. Bank details provided hereunder :
A/c. No – 34650673166
IFSC Code – SBIN0009998
A/c. Name – Haldia Petrochemicals Limited
- 3 Time of completion : Time of completion for removal of all material will be 30 days from the date of award.
4. Date and Time of E-Auction : 12.00 hrs. on 26.02.2024



Regd. Office:
Bengal Eco Intelligent Park, Tower-1
Block – EM, Plot No. 3, Salt Lake City,
Sector-V, 3rd & 4th Floor
Kolkata - 700 091, W.B.
TEL: 71122334, 71122445
WEBSITE:www.haldia Petrochemicals.com
CIN:U24100WB2015PLC205383

5 Last date for tender submission : 17.00 hrs. on **15.02.2024 in a sealed envelope** super scribed “**Sale of Damaged Radiant Coils and fire affected allied Materials**” and addressed to :

Mr. Prabir Das
Head - Materials
Haldia Petrochemicals Ltd.
Bengal Eco Intelligent Park
4th. Floor , EM_3 , Sctor-V
Salt Lake City
Kolkata – 700091
Ph : 033-71122334, 033-71122445

6. Tenders are advised to assess condition of the material put up for sale before Firming up their bids.

7. Date and time for visit : 25.01.2024 to 09.02.2024 from 10 AM to 4 P.M
(except Saturday and National/Local Holidays)

7.1. Contract Person : Mr. Mrityunjoy Sarkar (Engg. Store)
[Mobile No. 7076402728] / [Landline No.03224 222983]

8. HPL reserves the right to reject any or all offers without assigning any reason thereof.

9. Validity of contract : 30 days from date of issue

10. GST : Extra as applicable

11. TCS : Extra as applicable

12. To participate in eTender, interested Buyer is required to deposit EMD by way of DD or through NEFT/RTGS.. along with submission of tender documents.

13. All charges incidental to cutting (if required), loading and lifting of material will be borne by the Buyer. It is assumed that prospective bidders have inspected the above salvage and acquainted themselves about the offered goods available for purchase, whether they have actually inspected the same or not. However, it is expected that the prospective bidders will inspect the salvage at site, before participating in eTender.

14. There will be no guarantee for quantity & quality of offered goods by us , as material is being sold on ‘As Is Where Is’, and ‘Whatever There Is’ basis. Buyers please confirm quantity/quality of materials for the respective lots during inspection to avoid any disputes later while lifting.

15. Conditional offers or any offer received without Earnest Money Deposit will not be allowed to participate in eTender.



Regd. Office:
Bengal Eco Intelligent Park, Tower-1
Block – EM, Plot No. 3, Salt Lake City,
Sector-V, 3rd & 4th Floor
Kolkata - 700 091, W.B.
TEL: 71122334, 71122445
WEBSITE: www.haldiapetrochemicals.com
CIN:U24100WB2015PLC205383

16. Disposal of Radiant Coils & allied materials to be carried out under the direction of Insurance Surveyor M/s Proclaim Insurance Surveyors and Loss Assessors Private Limited & Haldia Petrochemical Limited's Representative
17. Mere placing bids on the Online Portal does NOT entitle you to claim the material. Your bid/quote acceptance is subject to approval and there can be further negotiations, if competent authority feels necessary but not mandatory.
18. The highest bidder does NOT get any right to demand acceptance of his offer. Competent authority reserves the right to accept/ reject/ cancel any bid, withdraw any portion of the auction material at any stage from auction even after acceptance of bid/ issue of delivery order/email or release order/ deposit of full value by successful bidder without assigning any reason thereof. In the event of such rejection/ cancellation/ withdrawal, SELLER, shall refund the value of Auction Property, if paid for, to the successful bidder. Seller/Insurers/Surveyors shall not be responsible for any damages/loss whatsoever to the successful bidder on account of such withdrawal.
19. All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the Bidders cannot reduce or withdraw the bid for whatever reason. If done so, the competent authority will forfeit the EMD. The highest and the latest bid on the auction shall supersede all the previous bids of the bidder. The bidder with the highest offer/bid does not get any right to demand acceptance of his Bid.
20. The terms and conditions contained in this document may be changed without notice. Please visit our website, <https://www.haldiapetrochemicals.com/> for latest information / changes in terms and conditions on start time/date and end time/date, changes in items offered for sale and other changes, extension of eTender time, date etc. and the terms and conditions to which the eTender is subject to.
21. Validity of offer :Tender submitted by Tenderers shall remain valid for acceptance for a minimum period of 1 month from the date of receipt of the tenders. The Tenderers shall not be entitled during the said period of one month, without the consent in writing of the owner, to revoke or cancel their tenders or to vary the tender given or any term thereof. In case of Tenderers revoking or canceling their Tenders or varying any terms in regard thereof without the consent of the Owner in writing, owner shall forfeit Earnest Money paid by them along with their offer.
22. Acceptance of Tender :HPL reserves the right to award the sale either full to one agency or in parts to more than one agency. The quoted rates shall hold good for such an eventuality.
23. Abnormal rates :The contractor is expected to quote rate for each item after careful analysis of condition, make, year of manufacturing, specification of each equipment. In case it is noticed that the rates quoted are unusually low, it will be sufficient cause for rejection of the tender unless the owner is convinced about the reasonableness of the rate on scrutiny of the analysis for such rates to be furnished by the tenderer on demand. Notwithstanding anything therein stated, the rates once accepted by the Owner shall be final and shall not be subject to any claim either on account of unworkability of rates or any other ground whatsoever.



Regd. Office:
Bengal Eco Intelligent Park, Tower-1
Block – EM, Plot No. 3, Salt Lake City,
Sector-V, 3rd & 4th Floor
Kolkata - 700 091, W.B.
TEL: 71122334, 71122445
WEBSITE: www.haldiapetrochemicals.com
CIN:U24100WB2015PLC205383

24. The successful bidder on receipt of intimation of acceptance of his tender shall deposit within 15 days the full tender amount in the form of crossed demand draft drawn on any scheduled bank in India payable at Kolkata or through NEFT/RTGS. Failure to pay will cause forfeiture of the Earnest Money Deposit. On receipt of full tender money, the bidder will be given written permission to remove the material.
25. On receipt of permission of removal of material, all material shall be removed within 30 days. Material must be removed in bulk and in batches and not as loose or piece meal way. All arrangement of tools, tackles, labour, transport etc. shall be bidder's responsibility. Tools and tackles are to be brought with their Test Certificates/Calibration certificates. Use of them for the job is subject to the clearance of HPL Workshop based upon their physical inspection and certificates etc.
26. Entry into the Plant will only be against Visitors pass (Format enclosed) and the same needs to be furnished alongwith relevant documents well in advance before proceeding for inspection of materials.
27. It is the responsibility of the prospective Bidder to check the website(s) for any Addendum/ Corrigendum. Any addendum or corrigendum thus issued shall be considered a part of the Tender Document.
28. HPL reserves the right to change the tender calendar / cancel the tender / re-float the tender as it may consider necessary.

Thanking you,

Yours truly,

For Haldia Petrochemicals Limited

Prabir Das
Head - Materials
Materials Dept.



Regd. Office:
Bengal Eco Intelligent Park, Tower-1
Block – EM, Plot No. 3, Salt Lake City,
Sector-V, 3rd & 4th Floor
Kolkata - 700 091, W.B.
TEL: 71122334, 71122445
WEBSITE:www.haldia Petrochemicals.com
CIN:U24100WB2015PLC205383

DECLARATION TO BE SIGNED BY PARTICIPANT:

Tender No. : SCRAP/ Radiant Coil /01/ 2023-24

I/We have read and acquainted myself/ourselves with the terms and conditions of sale for
"Damaged Radiant Coils and fire affected allied Materials

Name of the Participant/Company :

Address :

Email ID :

Phone No. :

Contact person :

PAN no. :

GST No. :

Please find enclosed EMD of Rs. 5,00,000/- drawn on Bank _____ and
Branch _____ and payable at Kolkata

OR

EMD of Rs. 5,00,000/- has been remitted on _____(Date) to Bank A/c No.
34650673166 vide UTR No. _____

[Strike out whichever is not applicable]

Declaration: I/We have read and acquainted myself/ourselves with the terms and conditions of eTender. I/We agree to all terms and conditions unconditionally and wish to participate. I/We have duly signed this form and is a legal document and is enforceable at law.

Signature of the Participant

Name & Designation
Of the person signing

Date:



**GENERAL TERMS & CONDITIONS OF TENDER FOR DISPOSAL OF
Radiant Coils & fire affected allied Materials**

Tender No. : SCRAP/ Radiant Coil /01/ 2023-24

1. MODE OF SUBMISSION OF TENDER

All tenders should be submitted in the prescribed form to the address mentioned in the Notice inviting tender.

The tenders should be submitted in sealed cover super scribing “**Sale of Damaged Radian Coils and fire affected allied Materials**” addressed to Mr. Prabir Das, Head – Materials, Haldia Petrochemicals Limited, TIPL Building , 4th Floor , Block- EM_3, Sector 5, Salt Lake City, Kolkata 700091

The tender documents submitted in any other form like Telex/Fax/Tele-Fax/Telephones will not be considered.

Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with the Special as well as General terms and conditions of tender are liable to be rejected.

2. ACCEPTANCE OF OFFER

Acceptance of the offer against one or more items will be sent to the tenderers under Registered Post /hand delivered letter.

The purchaser is required to return the duplicate copy of the contract duly signed and stamped as token of acceptance.

3. Earnest Money & Security Deposit

Each tender bid is to be accompanied by earnest money deposit (EMD) of Rs.5,00,000.00 in form of DD/Pay Order or through NEFT/RTGS

The same will be refunded to the bidders whose offers have not been accepted (either in part or in full) without any interest within **30** days of the tender closing date subject to fulfillment of all contractual



obligations. Tenderers whose bids have been accepted within 15 days of tender closing date for one or more of the tendered items will be required to deposit the security deposit as specified by Haldia Petrochemicals Ltd in the letter of acceptance within 1 working day of such acceptance, failing which the earnest money shall be forfeited without assigning any reason. In the event their bids for one or more of the balance tendered items are subsequently accepted within 30 days of the tender closing date, the tenderers will be required to deposit the security deposit as specified by Haldia Petrochemicals Ltd in the subsequent letters of acceptance within 3 working days of such subsequent acceptance failing which the earnest money will be forfeited.

4. TAXES, DUTIES, LEVIES AND CHARGES

The purchaser shall pay all GST and other statutory charges and the surcharges thereon, if any under any local laws.

Provincial or Central statutes in force for the time being or enforced hereafter having its impact on the transaction will be to purchaser's account and shall be deposited along with the cost of material.

The rate of GST ruling on the date of actual removal of material shall be applicable.

The tenderer should mention their ST Regn. No., GST No. and PAN No. in the Tender. Copy of current ITCC should be furnished along with the Tender.

5. DEFAULT IN PAYMENT

In case of default in payment within the time limits specified in the Special Terms and Conditions of the tender, the contract stands cancelled thereby forfeiting the security deposit and/or payment amount at the sole discretion of HPL.

HPL reserves the rights to accept or not to accept payment of security deposit and/or payment for material beyond the specified time limit with or without penalty charges @1% per week or part thereof on the due amount (without Taxes) for the period of delay.



6. DEFAULT IN LIFTING

In case of default in lifting material by the purchaser within the time limit specified in the Special Terms and Conditions of the tender, the balance material may be delivered subject to payment of Ground Rent for the period of delay @ 3 % per week or part thereof on the value of the undelivered stores (without Taxes and Duties).

HPL reserves the rights to allow or not to allow the purchaser to lift the materials with or without the Ground Rent after the expiry of stipulated delivery period.

- a) In the event of the material not being lifted by the purchaser in entirety the contract stands automatically cancelled and HPL will have the right to forfeiture of the SD amount.

7. QUALITY & QUANTITY

The goods are offered purely on 'AS IS WHERE IS' basis. Pick and choose method of collection is strictly prohibited. No processing other than as may be required for convenient transportation will be permitted at the sole discretion of the Company.

The tenderer should thoroughly satisfy themselves about the nature, conditions and quality of material at the time of inspection and quote accordingly. No complaint at a later stage will be entertained.

In the event of actual quantity turning out to be less than the indicated quantity the contract will be short closed to the extent of quantity actually delivered and the purchaser shall not be entitled for collection of short delivered quantity.

In the event of actual quantity turning out to be more than the indicated quantity, the Company reserves the right to award or not to award the excess quantity (above 20% upper limit tolerance) at the same rate as in contract

8. LIFTING & COLLECTION

In the event of any accident causing any injury to any workmen engaged by the Purchaser(s) arising out of and in course of execution of the work under the contract, the Company shall stand indemnified by the



purchaser towards any compensation as provided and in the manner prescribed under Workman's Compensation Act, 1923.

The purchaser shall be responsible for loading and transportation & shall follow the procedure of the Company with regard to entry of vehicle, following of safety procedures as advised by the company & regulation regarding issue of material in force at the time of taking delivery.

All statutory requirements and labour enactments should be strictly followed in respect of persons employed by the Purchaser(s).

The purchaser's representatives, workers, lorry drivers and others will have to strictly observe the factory working hours and regulations, regarding the discipline and security whilst they are inside the Plant premises. Any violation of the regulation regarding discipline and security will lead to forfeiture of the payment amount and termination of contract by the Company at its discretion.

The purchaser(s) must not indulge in any corrupt or unlawful practice while executing the Contract. If any such case is reported and established, the company will have full rights to forfeit the security deposit and/or Payment Money and cancel the contract.

The purchaser(s) will be allowed to take delivery of the stores and their labourers will be allowed to work at the allotted site only from 8.30 hours to 11.45 hours and from 13-15 hours to 16-00 hours on all week days and 8.30 hours to 11.00 hours on Saturday. None shall be allowed to work or take delivery of materials on Sunday and Holidays declared by the Company. Besides obtaining necessary Licence from the Licensing Officer, all statutory requirements under the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under should be strictly followed in respect of persons employed by the purchaser(s). All expenses incurred by the Company in providing the statutory amenities under the Contract Labour (Regulation & Abolition) Act, 1970 shall be recovered by the Company from the purchaser under any other contract with the Company at any time whatsoever or as a debt payable by the purchaser to the Company.

9. **FORCE MAJEURE :**

The Company shall be relieved of all liabilities and obligations under the contract entered into when they are prevented,



frustrated or impeded consequent upon any statutory rules, regulations or stipulations arising out of war, modification, strike, lock-out, Labour disturbances, riot, civil commotion, trade dispute, fire accident, natural disaster, acts of God or any circumstances beyond their control.

10. SUBLETTING :

When the fact of such parting assignment and/or subletting comes to light, the company reserves the right to cancel the tender/contract with the recourse to the company for forfeiting the security deposit.

11. ARBITRATION

Any dispute and difference whatsoever arising between the parties, including out of or relating to the construction, meaning and operation or effect of the contract or on the breach thereof arising between the buyer and the company and could not be resolved in consultation with surveyor and/or insurer, shall be referred to an Independent Arbitrator to be appointed jointly by the surveyor and/or Insurer along with the Company, cost for which will be born equally by the salvage buyer and the company. In case the parties cannot appoint an arbitrator jointly, they will appoint their own arbitrator and the arbitrators so appointed will jointly appoint an umpiring arbitrator.

The decision of such an appointed Arbitrator or majority of arbitrators, as the case may be, will be binding to both the parties.

The Arbitrator(s) may from time to time with the consent of the parties extend the time for making the award.

Subject as aforesaid the Arbitration and Conciliation Act 1996, and the Rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.

The venue of the arbitration shall be at the plant or head office of Haldia Petrochemicals Limited, or such other place the arbitrator(s) decide in conformity with the parties.



12. GENERAL

- 12.1 Conditional and/or combined offer(s) in tender shall be liable for rejection.
- 12.2 Acceptance or rejection or deviation of tender terms and condition shall be finally decided by HPL.
- 12.3 HPL reserves the right to withdraw from Sale of the material offered for Sale in full or part thereof without assigning any reason whatsoever. HPL also retains the option to cancel a deal even after issue of Sale Contract/Delivery Advice.
- 12.4 HPL reserves the right to accept or reject the highest tender without assigning any reason and may sell the material to one or more than one tenderer as it may deem fit and no claim/complaint in this regard from the highest bidder will be entertained.
- 12.5 In the event of any dispute with regard to GST/Other Applicable Taxes or any other statutory levies the matter has to be taken up directly with the concerned Authorities by the purchaser.
- 12.6 Should the Purchaser happen to be relative of any employee of Haldia Petrochemicals Limited, he shall inform the Authority of the said fact while submitting his tender failing which his contract may be rescinded, if and when the fact consequently comes to light and he shall be liable to make good any loss or damages resulting from such rescission.
- 12.7 Intending Tenderers may seek for any clarification before tendering, submission of offer. Submission of offer implies that the tenderer has obtained all the clarifications required.
- 12.8 The tenderer must sign each and every page of the General Terms & Conditions, Special Terms and Conditions and schedules to the tender which form an integral part of the Tender.
- 12.9 Unless otherwise specified the rates will be considered as basic rate without taxes and duties which will be extra as would be applicable on the date of delivery.



- 12.10 In all cases the rates should be quoted both in words and figures. Any alteration and/or overwriting should be duly authenticated by the tenderer's signature.
- 12.11 The Company shall have the right to withdraw/cancel/issue amendments to the Tender documents to clarify amend, modify supplement or delete any of the condition/ clause stated in the Tender, for which tenderer shall not be entitled to claim any cost or expenses in connection with submission of offer.
- 12.12 All kinds of legal proceedings in any matter arising out of the Contract shall be subject to the jurisdiction of the appropriate local court at Calcutta.



DECLARATION BY THE TENDERER

Tender No. : SCRAP/ Radiant Coil /01/ 2023-24

I/We have fully understood the above General Terms & Conditions of Tender as well as the Special Terms and Conditions attached with the Tender which are returned herewith duly signed by me/us in token of having accepted the same and I/We have made my/our offer keeping in view these Terms and Conditions.

Signature of the Tenderer _____

Full Name : _____

Designation of Tenderer: _____

Name of Tendering Firm : _____

Address of Tendering Firm _____

Telephone No. : _____

Mobile No : -----

Tele-Fax No. : _____

E-mail address : _____

S/T Regn. No. : _____

PAN No. : _____

GST No. : _____

Place : _____

Date : _____

Note:

1. Copy of PAN card, GST Regn. No to be attached with the tender document



SPECIAL TERMS & CONDITIONS OF TENDER ENQUIRY FOR DISPOSAL OF DAMAGED RADIANT COILS & FIRE AFFECTED ALLIED MATERIALS

Tender No. : SCRAP/ Radiant Coil /01/ 2023-24

EMD (EARNEST MONEY DEPOSIT)

- 1.1 Each tender must be accompanied by EMD for Rs.5,00,000 (Rupees One Lakh only) by way of D/D on any scheduled Bank in favour of Haldia Petrochemicals Limited payable at Kolkata or a confirmation that EMD has been remitted through NEFT/RTGS with details thereof
- 1.2 No interest will accrue on EMD.
- 1.3 Any request for adjustment of EMD against any pending dues of the Tenderer and/or any previous EMD/Security Deposit will not be entertained except solely at HPL's discretion.

In case of un-successful tenderer(s), the EMD will be refunded within 30 days of tender closing date. However if the tenderer withdraws/modifies/amends or rescinds the quotation/offer after opening of the tender during the validity/Extended validity period, the EMD shall stand automatically forfeited.

2. SECURITY DEPOSIT:

Full payment of the security deposit (**15% of total value, Total value = Total volume * H1 price**) has to be paid within **three working day** from the date of acceptance of the bid, failing which HPL has the options of levying penalty charges @ 1% per week or rejecting the bid. In the event of the offer by the tenderer for some of the items being accepted earlier and for some others subsequently, the full payment of security deposit as specified in the respective letters of acceptance has to be paid within one working day of the respective acceptance.



Security Deposit including EMD amount will be refunded within 15 days after the final settlement of the transaction.

3. **DELIVERY PERIOD:**

Quantity offered by Haldia Petrochemicals Ltd in each Delivery Advice has to be lifted within **30** days from the date of issue of that Delivery Advice. Any delay in taking delivery of materials beyond the above period will attract Ground Rent as per HPL's terms.

4. **PERIOD OF CONTRACT :**

The contract shall be valid for **30 days** from date of issue .The security deposit shall be retained by HPL for three months beyond date of expiry of the contract for settlement of claims, if any.HPL reserves the right to extend the period of contract at its sole discretion.

5. **GST :**

GST as applicable at the time of delivery is payable by the Purchaser. Present applicable rate is 18%

6. **TCS :**

TCS as applicable at the time of delivery is payable by the Purchaser. Present applicable rate is 1%

7. **TRANSFER OF TITLE :**

The title of ownership of the goods shall pass to the Purchaser upon receipt of full payment of the same by the Owner.



8. Payment Terms :

100% advance payment (Excluding EMD & Security Deposit) to be made through NEFT/ RTGS in favour of Haldia Petrochemicals Ltd. before taking delivery within one week of intimation to successful bidder.

Annexure

List of Damaged/Salvage Materials

Srl	Damaged Item	Estimated Quantity	Unit	Material Composition	Lot No.
1	LMPH Damaged tubes (MOC : Inconel 800H)	15.53	MT	Inconel 800H , , SS304H, A335P5	Lot 1
2	Radiant Coil	69.53	MT	25Cr-35Ni 35Cr-45Ni	Lot 2
3	ID fan rotor	2	MT	Impeller : Carbon steel (IS 2062 Gr. A) Shaft : FN8	Lot 3
4	ID fan damper	1	MT	Carbon steel (IS 2062 Gr. A)	Lot 3
5	Collector module	11	MT	Casing : Carbon steel Caisng inside refractory : Ceramic	Lot 3
6	Feed Preheat Module	54	MT	Tubes : Carbon steel Casing : Carbon steel Caisng inside refractory : Ceramic	Lot 3
7	BFW Module	35	MT	Tubes : Alloy steel Casing : Carbon steel Casing inside refractory : Ceramic	Lot 4
8	Steam Module	64	MT	Tubes : Alloy steel	Lot 4
	TOTAL	252.06			

Request for Visitor Pass for Inspection of Materials

Name & City of the Company :

Date of Visit^{##} :

^{##}Visiting time : 1000Hrs.~1600Hrs. on Monday~Friday (Excluding Other HPL Holidays).

Sl.No.	Name of the Visitor	Gender	Age	Aadhaar Card No.	Mobile No.
001					
002					

Vehicle Details

001	Vehicle No.	
002	Name of the Driver	
003	Aadhaar Card No.	
004	Mobile No.	

List of Tools/Machines Required for Inspection (Returnable Basis)-If any

001	
002	

****Print on your Letterhead and Send it to the following Email ID's before one day of your visit.**

1	mrityunjoy.sarkar@hpl.co.in
2	prabir.das@hpl.co.in