

[NIT-1]

SHORT TENDER NOTICE

Sealed Tenders are invited on two Cover basis (i.e. Cover-I Techno-Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the following work at Haldia Dock Complex:-

➤ Name of work	:	Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township, H.D.C."
➤ Tender No	:	SDM/ RZ/2014 - 15/T/01
➤ Estimated Cost	:	Rs.42,524.85 [Rupees Forty Two Thousand Five Hundred Twenty Four and Eighty Five Paisa Only].
➤ Period Of Execution	:	01 [One] Month.
➤ Earnest Money	:	Category-Class-'A', 'B' & 'C' enlisted contractor of I&CF are exempted from Earnest Money.
➤ Sale Period (both days inclusive)	:	10-04-2014 to 30-04-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
➤ Last date of submission of tender and opening of Cover - I of the tender	:	02-05-2014 Submission Upto 15:00 hrs. Opening after 15:30 hrs.
➤ Cost of Tender Document (Non-refundable)	:	Rs. 300.00 [Rupees Three Hundred only].
➤ Contact Person.	:	Sr.Dy.Manager [I&CF], Haldia Dock Complex.

Details of the tender can be seen at our website www.kolkataporttrust.gov.in / www.haldiadock.gov.in and the Notice Board at the Office of the Manager [I&CF], Haldia Dock Complex. Interested bidders may contact at ukkundu@haldock.wb.nic.in



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX



वरिष्ठ उप प्रबंधक (आवासीय क्षेत्र और विशेष नदी प्रशिक्षण) की ऑफिस
Sr. Dy. Manager (RZ & SPL.R.T.)'S Office
आई.एंड सी.एफ. प्रभाग
I & CF Division

क्लस्टर - पंच, पीओ हल्दिया,
हल्दिया - 721607
दूरभाष सं. (03224) 263389
फैक्स सं. (03224) 252110
जिला - पूर्ब मेदिनीपुर

Cluster - V, P.O. Haldia,
Dist.- Purba Medinipur,
Pin. - 721607,
Phone No.- (03224) 263389
Fax No. (03224) 252110

NOTICE INVITING TENDER

No. SDM/ RZ/2014 - 15/T/01/ 20

Date: 10 / 04 / 2014

WORK TITLE: - Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

PRE-QUALIFICATION CRITERIA FOR TENDERERS: -

- The Enlisted contractors of I&CF division of class A, B and C category must have successfully completed any **Civil Engineering Work** during the last 7 (SEVEN) years ending the last day of month previous to the one in which applications are invited and the experience should be either of the following: - Either
 - Three completed works each costing not less than 40 % of the estimated amount put to tender.
 - Or (ii) Two completed works each costing not less than 50 % of the estimated amount put to tender.
 - Or (iii) One completed work costing not less than 80% of the estimated amount put to tender.
- Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

TENDER AUTHORITY:-

Sr.Dy. Manager (RZ & SPL.R.T.), I&CF div., Haldia Dock Complex, Cluster - V, P.O. Haldia, Dist. Purba Medinipur, Pin. - 721607, Phone No.- (03224) 263389, Tele-Fax: - [03224]-252110.

Due Date	02-05-2014	Time	UPTO 15:00 hrs.	Date of Opening of Cover-I of the Tender.	02-05-2014	Time	15:30 hrs. Onwards.
Period of sale of Bid Document.	10-04-2014 to 30-04-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).						
Cost of Tender Document (Non-refundable).	Rs. 300.00 [Rupees Three Hundred only].						
Earnest Money Deposit.	Category- Class-'A', 'B' & 'C' enlisted contractor of I&CF are exempted from Earnest Money.						
Period of Execution.	01 [One] Month.						
Estimated Cost of Work.	Rs.42,524.85 [Rupees Forty Two Thousand Five Hundred Twenty Four and Eighty Five Paise Only].						

OTHER INSTRUCTIONS:-

Sealed Tenders are invited from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Tender Document (Non-transferable) will be available from the office of the Dy. Manager (RZ & SPL.R.T.), I&CF div. at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of Tender Document to be remitted crossed Demand Draft drawn in favour of "**Kolkata Port Trust**" payable at Haldia for one set of Tender Document.

Request letter for purchase of Tender Document should contain the following documents: -

1. Essential documents: - Copy of Order Letter, Bill of Quantities and corresponding Completion Certificate.

2. (a) Possess valid Trade Licence.

(b) Possess valid Permanent I.T.A/C No.

© Are registered with Regional Provident Fund Commissioner.

(d) Possess Sales Tax Clearance/VAT Clearance Certificate.

(e) Possess Up to Date Professional Tax Payment Challans.

(f) Possess valid ESI Registration.

(g) A declaration containing the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

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.

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [Non-refundable] by Banker's Cheque / Demand Draft of a Nationalized Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of Tender form by post must reach this office at least 7 days before the last date of sale of Tender, after which No. Tender form will be issued by post.

A bidder, if he so desires, may download the Tender Document from our websites www.kolkataporttrust.gov.in/www.haldiadock.gov.in or may obtain the same by sending his request at pdasgupta@kopt.in and submit the tender along with **APPLICATION MONEY** equivalent to cost of Tender Document in Demand Draft drawn on any Nationalised or Scheduled Bank in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia.

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.

Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified **only** through Ko.P.T / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

Issuance /submission of Tender Document to/ by any bidder shall not construe that such bidder is considered qualified.

Bidders shall submit the Bid Document under two part system. **Cover – I** contain the valid documents with respect to essential documents & other documents as stated above and **Cover – II** contain Price part. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

Sealed Tenders will be received at the same office of the Sr. Dy.Manager [I&CF] up to 15-00 hrs. on the last date of submission and opening of Tender specified above. Telex, Telegraphic and late offers shall not be considered. In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 1500 hrs. on such extended day of opening.

Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

Trustees will not be responsible for any misplacement or late receipt through post for any request for issuance of tender document and for submission thereof.

Kolkata Port Trust 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.

[P.DASGUPTA],
Sr. DY.MANAGER (RZ & SPL.R.T.),
I&CF Div., HALDIA DOCK COMPLEX

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township, H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Volume-I

April, 2014

Rs 300.00

DOCUMENTS

FOR

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Volume-I

Issued to:

Date of Issue:

**Signature and Designation
of Issuing Officer:**

On behalf of Bidder:

**Sr. Dy. Manager (I&CF)
Haldia Dock Complex**

DOCUMENTS

FOR

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Volume-I

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➤ SPECIAL CONDITIONS OF CONTRACT	SC-1	SC-5
➤ PARTICULAR SPECIFICATION	PS-1	PS-1
➤ ABSTRACT FORM OF TENDER (UNPRICED)		
➤ FORM OF TENDER (UNPRICED)		
➤ ANNEXURE-I		

TENDER PARTICULARS

ESTIMATED COST	:	Rs.42,524.85 [Rupees Forty Two Thousand Five Hundred Twenty Four and Eighty Five Paise Only].
EARNEST MONEY	:	Category-Class-'A', 'B' & 'C' enlisted contractor of I&CF are exempted from Earnest Money.
TIME OF COMPLETION	:	01 [One] Month.
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	10-04-2014 to 30-04-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	02-05-2014 Submission Upto 15:00 hrs. Opening after 15:30 hrs.

SHORT TENDER NOTICE

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➤ Cost of Tender Document (Non-refundable)	:	Rs. 300.00 [Rupees Three Hundred only].
➤ Contact Person.	:	Sr.Dy.Manager [I&CF], Haldia Dock Complex.

Details of the tender can be seen at our website www.kolkataporttrust.gov.in / www.haldiadock.gov.in and the Notice Board at the Office of the Manager [I&CF], Haldia Dock Complex. Interested bidders may contact at ukkundu@haldock.wb.nic.in



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KOLKATA PORT TRUST
हल्दिया गोदी परिसर
HALDIA DOCK COMPLEX



वरिष्ठ उप प्रबंधक (आवासीय क्षेत्र और विशेष नदी प्रशिक्षण) की ऑफिस
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Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

Trustees will not be responsible for any misplacement or late receipt through post for any request for issuance of tender document and for submission thereof.

Kolkata Port Trust 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.

[P.DASGUPTA],
Sr. DY.MANAGER (RZ & SPL.R.T.),
I&CF Div., HALDIA DOCK COMPLEX

INSTRUCTIONS TO BIDDER

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

INDEX

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1.0 GENERAL:

The 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, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the DY.MANAGER (RZ & SPL.R.T.), I&CF Div. on any working day before quoting for the tender.

2.0 EARNEST MONEY: Category-**Class-'A', 'B' & 'C'** enlisted contractor of I&CF are exempted from Earnest Money.

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers strictly in accordance with the terms and conditions as set out in the bid documents and no deviation will be accepted. Any term not incorporated / submitted with Cover-I of the Tender but incorporated / submitted with Cover-II shall be rejected outright.

3.2 Tender documents shall be submitted under two Covers in **three / four separate sealed envelopes**, depending on whether the same has been purchased directly from the office of the Manager (I&CF) or downloaded from the website.

When tender documents have been directly procured from this office, the tender document shall be put in 2 (two) separate sealed covers i.e. **COVER-I** shall contain the documents as listed below under cl. 3.3 and **COVER-II, the tender document**.

When tender documents have been downloaded from WEBSITE, **COVER-I** shall contain ENVELOPE-I & the documents as listed below under cl. 3.4 and **COVER-II, the tender document**.

Envelope-I & the documents (as the case may be) shall be put in a sealed envelope marked as "**COVER-I**". "**Cover -II**" shall be clearly marked "**Bid – Do not open**". Each envelope shall bear the name of the tender.

3.3 **COVER-I** will contain the following documents:-

- (i) Envelope - I shall contain a demand draft for Rs 100/- (Rupees One Hundred Only) as APPLICATION MONEY towards cost of tender documents in case the document is downloaded from the website.
- (ii) A covering letter containing the declarations that the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- (ii) A Declaration as per '**Annexure – I**' that no conditions / deviations have been added in COVER- II i.e. in the tender offer.
- (iii) Copy of the following documents :-
 - a. Valid VAT Clearance certificate (In case provision of Clearance Certificate is omitted by Government circular / notification, then VAT registration certificate is required to be submitted).
 - b. Valid Trade Licence.
 - c. Valid Professional Tax Clearance Certificate / Upto date tax payment challan.
 - d. Proof of possessing valid Employees' Provident Fund (EPF) Account.
 - e. Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish non-applicability to be submitted alongwith techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit* affirmed before a first-class judicial Magistrate to that effect. (*proforma enclosed)
- (iv) Credentials in the form of copies of Letters of Award of Works and corresponding **Completion Certificates** from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- (v) GCC Booklet and Drawing(s) duly signed under office seal.
- (vi) Volume – I with "Abstract Form Of Tender " & " Form Of Tender " without price quoted duly filled up signed under office seal by the bidder and duly witnessed.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

- 3.4 **COVER-II** will contain the tender document with Price Bid as per BOQ and Form of Tender duly signed, sealed & filled up by the bidder.
- 3.5 The sealed envelopes shall be superscribed with the name of work with the Bid No, bidder's name, Postal address and Telex / Telegraphic / FAX / E-mail address of the Bidder.
- 3.6 The sealed covers must be submitted so as to reach the Dy. Manager (I&CF) at Chiranjibpur, P.O. - Haldia-721 604, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the tender documents.
- 3.7 Telegraphic / offer submitted through e-mail/ Late Offers shall not be accepted. Trustees / Tender Issuing Authority will not be responsible for any misplacement or late receipts through post or any request for issuance of tender documents and for subsequent submission thereof.
- 3.8 All the bidders should submit the tender in accordance with the Mode of submission of Bid as aforesaid.
- 3.9 All the bidders should submit the techno commercial part i.e. part 1 of the offer with a format given as "FILL-UP BY THE BIDDER"

4.0 OPENING OF BIDS:

- 4.1 Only COVER-I containing the documents as stated above will be opened on the date and time as fixed in the tender document, at the office of the Dy. Manager (I&CF), Haldia Dock Complex or his representative in presence of bidder (or his authorized representative), who wishes to be present.

4.2 COVER-I & Cover-II of tender will be opened only those bidders who have deposited requisite APPLICATION MONEY towards cost of tender documents in case the document is downloaded from the website.

- 4.3 COVER-II containing the bid will be sealed separately and kept under the custody of **I &CF** Division. After evaluation / scrutiny of documents in the Cover-I are completed, the Cover-II i.e. "Bid" documents only of Technically & Commercially accepted Bidders satisfying the Eligibility Criteria stipulated in the NIT shall be opened at a later date, with due intimation to such Bidders.

5.0 VALIDITY OF OFFER:-

The tender shall remain valid for a period of **4 (four) months** 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 Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

6.0 DETAILED SCRUTINY OF TENDERS:

- 6.1 During the course of examination of Cover-I 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 i.e. Cover-II of those bidders who meet the qualifying criteria of NIT shall be opened.
- 6.2 During techno-Commercial Evaluation, i.e. evaluation of Cover-I of tender, an offer shall be considered non-responsive in case :-
- (i) the tender received after the date and time specified in N.I.T.
 - (ii) is not accompanied by requisite earnest money,
 - (iii) bid amount is not accompanied by requisite application money when bid document is downloaded from website,
 - (iv) validity of the offer is less than tender stipulation,
 - (v) Bid documents not signed and sealed in a manner indicated in the bid documents.
 - (vi) It does not meet the Qualification Criteria as stipulated in the NIT.
 - (vii) Documents not submitted as per Clause 3.3 of Instruction to Bidders.
 - (viii) 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 seven 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 Kolkata Port Trust in this regard shall be final and binding on the Bidder.

7.0 EVALUATION CRITERIA:

During evaluation of Cover-II i.e. Price Part, provided that the bidder submits his offer following tender stipulations & specifications, **the overall lowest offer received will be considered for acceptance by the Trustees.**

8.0 ACCEPTANCE OF TENDER:-

- 8.1 Kolkata Port Trust 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.
- 8.2 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.
- 8.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The “Tenderer” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract. The Contract Agreement will include the Tender document, time schedule, price offer, additions / modifications / deletions as issued by the Employer and the success full Tender AS ACCEPTED by the Employer.

9.0 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 tenders are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) 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.
- (iv) 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.
- (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 in every page of the tender.
- (vi) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

SPECIAL CONDITIONS OF CONTRACT

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

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1. GENERAL:

These provisions though given in a separate section are part of the tender document which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender document viz. General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Particular Specifications, Drawings (if any), Bill of Quantities and other document forming part of the Contract. In case of any discrepancy or ambiguity in the document, the order of precedence of the document as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

If the stipulations in the various tender document be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- Order letter.
- Bill of Quantities.
- Drawings (if any).
- Particular Specifications of works.
- Special Conditions of the Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Manager (I&CF), Haldia Dock Complex, thereon shall be final and binding upon all parties .

3. SCOPE OF WORK:

The work comprises of providing and applying Acrylic Distemper, white wash and colour wash including preparation of surfaces etc. all completed as set forth in the enclosed BOQ. "Bill Of quantities" including all other appurtenant works as may be required hereafter for successful completion of the work in accordance with the Trustee's General Conditions Of Contract, attached Special Conditions Of Contract, Particular Specifications, Bill Of Quantities and in accordance with PWD (West Bengal's) Specifications for materials and workmanship.

4. LOCATION:

The work shall have to be executed within the area under the jurisdiction of Residential Zone, Township, Haldia Dock Complex.

5. ACCESS TO THE SITE:

(a) By Road:

All-weather metal roads approachable from N.H. 41 and State Highway exist right up to the area of work.

(b) By Rail:

S. E. Railway Branch Line connects Haldia with the Panskura Railway Station.

6. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the Sr. Dy. Manager (RZ & Spl.R.T.), Haldia Dock Complex at his office at Cluster – V, P.O. Haldia, Dist.- Purba Medinipur, Pin. – 721607, Phone No.- (03224) 263389 for collecting information about the work and site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

7. SITE CONDITIONS & METHOD OF WORK :

The sequence of work shall have to be programmed by the successful Bidder without hampering the day-to-day activities of Canteen.

During execution of the work proper care should be taken to provide adequate protection against any spoiling of food items or making disturbance during cooking or any damage to the existing structures, cables, water lines and all such installations at the contractor's risk and expense. Any damage caused / defect arising during execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

The Bidder shall also take all possible care to avoid any sort of accident during the demolition stage or at any stage of the execution of the work. Necessary precautionary measures should be adopted to avoid accident of any sort. He will be held responsible for any mishap caused due to his negligence or non-compliance to the adoption of proper safety and precautionary measures.

8. TIME OF COMPLETION :

The work must be commenced immediately on receipt of the work order and to be completed in all respects within **01 [One] Month** including preliminary time from the date of placement of work order. Idle charges on any account whatsoever shall not be paid to the Contractor.

9. SAFETY:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc, as directed by the Engineer.

The contractor shall adopt all the above safety measures at his own cost.

10. POWER SUPPLY:

If available, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division. Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEB as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

11. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes.

12. MATERIALS:

The Contractor shall make his own arrangements for procuring and supplying all materials at site complying all the stipulations.

13. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

14. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to current P.W.D. Schedule of Rates along with recent corrigendum. For details of measurement not covered by the above relevant parts of 1S-1200 (Latest Revision) of B.I.S. shall be referred to.

15. PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Dy.Manager [I & C F] on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract.

Payment will be made directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender ". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.

16 A. CONTRACT LABOUR LAWS:

The Contractor must comply with the provisions of Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

The Contractor shall indicate **maximum number of workmen** to be engaged on any day for execution of the work in the appropriate place in the **ABSTRACT FORM OF TENDER** & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

Also, as per "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998, contractors engaging ten (10) or more building workers in any building or other construction works, has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

16 B. COMPLIANCE WITH E.P.F & M. P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Dy.Manager (I&CF).

16 C. COMPLIANCE WITH E.S.I ACT:

If applicable , the successful bidder will have to comply with provisions of "Employers State Insurance Act –1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution @ 1.75 % of the wages of each of the employees' and shall deposit the same together with employer's contribution @ 4.75 % of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Manager (I&CF).

16 D. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.

17. FORCE MAJEURE:

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i) Riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) War, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) Rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) Fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause 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 forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

18. LIQUIDATED DAMAGE AND OTHER COMPENSATION:

If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees as per clause no 8.2(a) of G.C.C. and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.

19. TAXES:

The bidder shall not include Service Tax in his rates. In case Service Tax is payable, it will be paid extra by the Trustees. In that case, the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to HDC. In this case, he will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules. On demand, the successful bidder will have to submit documents regarding payment of Service Tax. In case the Contractor provides taxable service and charges service Tax, the bill / invoice shall be so raised as to enable H.D.C. to obtain CENVAT credit against the same.

20. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract and Arbitration and Conciliation Act, 1996.

PARTICULAR SPECIFICATIONS OF WORK

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

The materials supplied and the workmanship shall satisfy the Specifications as given in the PWD Schedule of Rates & CE's Schedule of Rates as applicable and the job specifications contained in the Bill Of quantities of the tender. In absence of the above, relevant Indian Standards shall be referred to.

In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instruction / directions of the Engineer will be binding on the contractor.

All works to be done as detailed in the bill of Quantities.

(TO BE SUBMITTED WITH COVER- I OFFER)

ABSTRACT FORM OF TENDER (UNPRICED)

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

- (a) Name of Work. :

(b) Estimated Cost. :

(c) Earnest Money. :

(d) Security Deposit
(including Earnest
Money). : As per provisions in the tender.

(e) Time allowed for completion of the work.

(f) Permanent I/T A/c.No. :

(g) Maximum number of
workmen to be engaged
on any day. :

(h) Bank Details :

Name Of Bank :-

Branch :-

Branch Code :-

Account Number :-

(i)

RATE TENDERED BY ME / US IS :

NOT TO BE QUOTED IN COVER- I OFFER

Witness :-

(Signature of the Bidder)

Address :-

(Name in block letters)

Address :-

Occupation :-

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER (UNPRICED)

To
The Sr. Dy. Manager (I&CF),
Haldia Dock Complex.

I/We _____

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**

(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

I / We require _____ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated :

(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder :

Name : (In Block
Letters)

Address :

Address :

Occupation :

(To be submitted on Company's Letter Head along With Cover-I Offer)

**Sr. Dy. Manager (I&CF),
Haldia Dock Complex.
Kolkata Port Trust**

SUB: - Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that COVER-II of the bid does not contain any condition / deviation.

Signature of the Bidder with Office Seal.

Date:

Place:

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Volume-II

April, 2014

Rs 300.00

DOCUMENTS

FOR

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Volume-II

Issued to:

Date of Issue:

**Signature and Designation
of Issuing Officer:**

On behalf of Bidder:

**Sr. Dy. Manager (I&CF)
Haldia Dock Complex**

DOCUMENTS

FOR

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

Volume-II

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➤ ABSTRACT FORM OF TENDER		
➤ FORM OF TENDER		

TENDER PARTICULARS

ESTIMATED COST	:	Rs.42,524.85 [Rupees Forty Two Thousand Five Hundred Twenty Four and Eighty Five Paise Only].
EARNEST MONEY	:	Category-Class-'A', 'B' & 'C' enlisted contractor of I&CF are exempted from Earnest Money.
TIME OF COMPLETION	:	01 [One] Month.
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	10-04-2014 to 30-04-2014 (UPTO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website).
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	02-05-2014 Submission Upto 15:00 hrs. Opening after 15:30 hrs.

PREAMBLE TO THE BILL OF QUANTITIES

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township , H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

- 1.1 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.
- 1.2 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.
- 1.3 This being a **percentage rate tender**, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender properly based on his own analysis in the '**ABSTRACT FORM OF TENDER**' both in words and in figures.
- 1.4 During the detailed scrutiny and evaluation of tender any discrepancy or error found between the figures and words in the quoted percentage at appropriate place in Bill of Quantities the following methods shall be adopted for arriving at the final figures:
 - (i) When there is a difference between percentage quoted in figure and in words, the percentage rate which complies with the amount worked by the tenderer for this shall be taken as correct.
 - (ii) When the amount of the tender is not worked out by the tenderer or it does not correspond with the percentage rate (above / below / at par) written either in figures or in words then the percentage rate quoted by the tenderer in words shall be taken as correct and the value of the tendered amount shall be worked out accordingly.
 - (iii) When the percentage rate (above / below / at par) quoted by the tenderer in figures and in words matches but the amount is not worked out correctly, the percentage rate quoted by the tenderer shall be taken as correct and the value of the tendered amount shall be worked out accordingly.

The Tender Price thus established would be taken for comparative evaluation of tenders.

NOTE: - While quoting the rate it should be noted that the bidder should on no account overwrite the figures or use correcting fluid in the tender. Any necessary amendment shall be made by striking out the original figure and writing the corrected figures on the top. All such amendments shall be duly authenticated by signing under office seal by the bidder. The bidder shall quote his rate in conformity with the tender provisions with the "Form Of Tender" and "Abstract Form Of Tender" duly filled up , signed and witnessed.

ANY DEVIATION FROM THE ABOVE MAY RENDER THE TENDER OFFER AS REJECTED.

BILL OF QUANTITIES.

Tender for "Painting to the interior surfaces of Township Canteen at Haldia Township, H.D.C."

TENDER NO. : SDM/ RZ/2014 - 15/T/01

It. No.	Description of work	Quantity	Rate (Rs. P.)	Unit	Amount (Rs. P.)
1	Provide and apply two coats of Acrylic distemper to interior wall, ceiling with a coat of solvent based interior grade acrylic primer on old surface and 2 (two) coats on new plastered surface including cleaning and smoothing of surfaces, all complete and as directed.	650	63.28	Sq.M.	41,133.95
2	Provide and apply 2 (two) coats of white wash until white and bright on all interior surfaces (New and Old surfaces) by scrapping, sand papering including necessary repairs to scratches etc., all complete and as directed.	50	12.52	Sq.M.	625.90
3	Provide and apply 2(two) coats of colour wash (Green, blue etc.) with lime on interior surfaces (New and Old surface) of the buildings including preparing the surfaces by scrapping, sand papering including necessary repairs to scratches etc., all complete and as directed.	50	15.30	Sq.M.	765.00

Total Amount – Rs. 42,524.85

(Rs. Forty Two Thousand Five Hundred Twenty Foer and Eighty Five only)

ABSTRACT FORM OF TENDER

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

- (a) Name of Work. :

(b) Estimated Cost. :

(c) Earnest Money. :

(d) Security Deposit
(including Earnest
Money). : As per provisions in the tender.

(e) Time allowed for completion of the work.

(f) Permanent I/T A/c.No. :

(g) Maximum number of
workmen to be engaged
on any day. :

(h) Bank Details :

Name of Bank: -

Branch:-

Branch Code: -

Account Number:-

(i)

TENDERED BY ME / US IS :

**% (_____Percent) ABOVE / BELOW /
AT PAR WITH THE ESTIMATED AMOUNT.**

Witness: -

(Signature of the Bidder)

Address:-

Name :-

(In block letters)

Address :-

Occupation :-

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Sr. Dy. Manager (I&CF),
Haldia Dock Complex.

I/We _____ having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____ months / weeks from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. -----

(Repeat in words) -----

I / We require _____ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated:

(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder :

Name :
(In Block Letters)

Address :

Address :

Occupation :