

[NIT-1]

SHORT TENDER NOTICE

Sealed tenders are invited from enlisted contractors of I&CF Division or any other non-enlisted suppliers having the experience of supply of P.W.fittings / P.W.Tools against supply and / or works contracts during the last 7 (seven) years ending last day of month previous to the one in which applications are invited.

- ➡ Name of work : TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA DOCK COMPLEX, HALDIA”.
- ➡ Tender No. : I&CF/ IZ&R/ T/ 174
- ➡ Estimated Cost : Rs.83200.00 (Rupees eighty three thousand two hundred only.)
- ➡ Time of Completion ; 02 (Two) Months..
- ➡ Earnest Money : Rs.900.00 (Rupees nine hundred only)
Enlisted contractors of I&CF division are exempted from submission of EMD.
- ➡ Sale Period (both days inclusive) : 04.04.2014 to 24.04.2014 (Upto 14.00 Hrs.)
(Bid document will be available on HDC/ Kopt Website)
- ➡ Last date of submission of tender and opening of the tender : 25.04.2014
- ➡ Cost of tender document (Non- refundable) : Rs.300.00 (Rupees three hundred only.)
- ➡ Contact Person : Sr.Dy.Manager, [IZ&R], I&CF Division, Haldia Dock Complex.

Details of the tender can be seen at our websites www.kolkataporttrust.gov.in/ www.haldock.gov.in and the Notice Board at the office of Sr.Dy.Manager, [IZ&R], I&CF, Haldia Dock Complex. Interested bidders may contact at mkacharya@kopt.in

[NIT-2]

NOTICE INVITING TENDER

No. I&CF/ IZ&R/ T/ 174 / 1332

Dated : 04.04.2014

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA, DOCK COMPLEX, HALDIA”.

TENDER NO: I&CF/ IZ&R/ T/174

PRE- QUALIFICATION CRITERIA FOR BIDDERS:-

The intending bidders should have experience of supply of P.W.fittings / P.W.Tools against supply and / or works contracts during the last 7 (seven) years ending last day of month previous to the one in which applications are invited.

TENDER AUTHORITY:- Sr.Dy.Manager[IZ&R], I&CF Division, Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor] P.O.Haldia, Dist. Purba medinipur. Pin- 721604 Tele-Fax:- [03224] 252844

Due Date	25.04.2014	Time	UPTO 15.00 Hrs.	Date of Opening of Cover-1 of The Tender	25.04.2014	Time	15.30 Hrs. onwards.
Period of Sale of Bid Document	04.04.2014 to 24.04.2014 (Upto 14.00 Hrs.) (Bid document will be available on HDC/ Kopt Website)						
Cost of tender Document (Non-refundable)	Rs.300.00 (Rupees three hundred only.)						
Earnest Money Deposit	Rs.900.00 (Rupees nine hundred only.). Enlisted Contractors of I&CF Division are exempted from submission of EMD.						
Time of Completion	02(Two) Months						
Estimated Cost of Tender	Rs.83200.00 (Rupees eighty three thousand two hundred only).						

OTHER INSTRUCTIONS:-

Sealed tenders are invited on two Cover basis (i.e. Cover-1 Techno Commercial Part & Cover-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Tender documents(Non-transferable) will be available from the office of the Sr.Dy.Manager [IZ&R] 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 by cash or 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 declarations:-

- (a) That the Bidding Firm has not been debarred/ de-listed by any Govt/ Quasi Govt./ Public Sector Undertaking in India.

- (b) The proprietor/ partner(s)/ authorised 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.

A Bidder, if he so desires, may download the tender document from our websites www.kolkataporttrust.gov.in/ www.haldock.gov.in or may obtain the same by sending his request at mkacharya@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 of "Kolkata Port Trust", Haldia Dock Complex", payable at Haldia. The tender document must accompany a covering letter containing the specific declarations as per (a) & (b) above.

Tenderers are not permitted to alter/ change/ delete/ modify any clause of the tender document downloaded from website. If any deviation / discrepancy is found after submission of tender, the submitted tender will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "**Instructions To Bidders**" of the tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The tenderer shall include in their prices all sums payable as Tax, Cess, Octroi, VAT, and Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees. Payment of Service Tax will be as stipulated in the tender conditions.

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

Sealed tenders will be received at the same office of the Sr.Dy.Manager [IZ&R], I&CF up to 1500 hrs. on the last day of submission and opening of tender specified above. Delayed offers and offers sent through fax / e-mail shall not be considered.

Cover-I of the tender will be opened shortly after 3.30 p.m. on the stipulated date in the 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.

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.

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.

**M.K.ACHARYA,
SR. DY.MANAGER (IZ&R) I&CF Div.
HALDIA DOCK COMPLEX**

I & C F D I V I S I O N
HALDIA DOCK COMPLEX
DOCUMENTS
FOR

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING
POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY
TRACKS AT HALDIA DOCK COMPLEX, HALDIA”.

Tender no:- I&CF/ IZ&R/ T /174

Rs.300.00

APRIL, 2014

DOCUMENTS

FOR

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING
POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY
TRACKS AT HALDIA DOCK COMPLEX, HALDIA”.

Tender no:- I&CF/ IZ&R/ T /174

Date of Issue:-

Signature and designation
Of issuing Officer :-

On behalf of Bidder :-

Sr.Dy.Manager,
I&CF Division,
Haldia Dock Complex
Operational Building, Chiranjibpur,
P.O. Haldia – 721604
Purba Medinipur

DOCUMENTS

FOR

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA DOCK COMPLEX, HALDIA”.

Tender no:- I&CF/ IZ&R/ T /174

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TENDER PARTICULARS

ESTIMATED COST	:	Rs.83200.00 (Rupees eighty three thousand two hundred only.)
EARNEST MONEY	:	Rs.900.00 (Rupees nine hundred only). Enlisted contractors of I&CF division are exempted from submission of EMD.
TIME OF COMPLETION	:	02 (Two) Months
PERIOD OF SALE OF TENDER PAPERS (both days inclusive)	:	04.04.2014 to 24.04.2014 (upto 14.00 Hrs.) (Bid document will be available on HDC/KoPT Website)
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	25.04.2014

[NIT-1]

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[NIT-2]

NOTICE INVITING TENDER

No. I&CF/ IZ&R/ T/ 174 / 1332

Dated : 04.04.2014

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA, DOCK COMPLEX, HALDIA”.

TENDER NO: I&CF/ IZ&R/ T/174

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TENDER AUTHORITY:- Sr.Dy.Manager[IZ&R], I&CF Division, Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor] P.O.Haldia,Dist. Purba medinipur. Pin- 721604 Tele-Fax:- [03224] 252844

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Request letter for purchase of tender document should contain the following declarations:-

- (a) That the Bidding Firm has not been debarred/ de-listed by any Govt/ Quasi Govt./ Public Sector Undertaking in India.

[NIT-3]

- (b) The proprietor/ partner(s)/ authorised 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.

A Bidder, if he so desires, may download the tender document from our websites www.kolkataporttrust.gov.in/ www.haldock.gov.in or may obtain the same by sending his request at mkacharya@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 of "Kolkata Port Trust", Haldia Dock Complex", payable at Haldia. The tender document must accompany a covering letter containing the specific declarations as per (a) & (b) above.

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Bidders shall submit the Bid Document as stipulated in the "**Instructions To Bidders**" of the tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The tenderer shall include in their prices all sums payable as Tax, Cess, Octroi, VAT, and Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees. Payment of Service Tax will be as stipulated in the tender conditions.

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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.

**M.K.ACHARYA,
SR. DY.MANAGER (IZ&R) I&CF Div.
HALDIA DOCK COMPLEX**

[IB-I]

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA, DOCK COMPLEX, HALDIA”.

TENDER NO: I&CF/ IZ&R/ T/ 174

INSTRUCTIONS TO BIDDERS

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 Manager (I&CF) on any working day before quoting for the tender.

2.0 EARNEST MONEY :

- 2.1 Exempted for enlisted contractors of I&CF Division, HDC and Rs. 900.00 (Rupees nine hundred only) for other non enlisted suppliers.
- 2.2 Earnest money shall be deposited by banker's Cheque or pay order or demand draft of any Nationalised bank/ Scheduled bank of India drawn in favour of Kolkata Port Trust and payable at Haldia.
- 2.3 Earnest Money by banker's Cheque / Pay Order / Demand draft shall be submitted in a **separate sealed envelope marked “EARNEST MONEY”** and super scribed with the title of the work, Tender No., Bidder's identity, etc.

3.0 MODE OF SUBMISSION OF BID:

- 3.1 All tenderers 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 ENVELOPE -I & ENVELOPE - II and **COVER-II, the tender document.**

When tender documents have been downloaded from WEBSITE, **COVER-I** shall contain ENVELOPE-IA, ENVELOPE-IB & ENVELOPE-II and **COVER-II, the tender document.**

Envelope-I & Envelope-II OR Envelope-IA, Envelope-IB & Envelope-II (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

[IB-2]

3.3 Envelope-IA shall contain the following :-

- (i) A demand draft for Rs.300/- (Rupees three hundred only) as APPLICATION MONEY towards cost of tender document.
- (ii) A covering letter containing the following declarations :-
 - a) That the Bidding Firm has not been debarred / de-listed by any Govt. / Quasi Govt. / Public Sector Undertaking in India.
 - b) The proprietor / partner(s)/ authorised signatory of the bidding firm (in 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.

3.4 Envelope – I shall contain Earnest Money Deposit as per CI-2.0 above.

3.5 Envelope – IB shall contain Earnest Money Deposit as per CI-2.0 above.

3.6 Envelope-II will contain the following documents:

- (i) A declaration as per '**Annexure-I**' that no conditions / deviations have been added in COVER-II i.e. in the tender offer.
- (ii) Copy of the following documents :-
 - 1. Valid VAT / ST Clearance certificate (In case provision of Clearance Certificate is Omitted by government circular / notification, then VAT registration certificate is required to be submitted).
 - 2. Valid Trade Licence/
- (iii) Details of the firm as per Schedule-O of the tender document.
- (iv) Credentials in the form of copies of Letters of Award of Works and corresponding Completion Certificates / GRN's / Inspection Reports / Received Copy of Challa etc. from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- (v) GCC Booklet duly signed under office seal.
- (vi) "Abstract Form of Tender" & "Form of Tender" without price quoted duly filled up, signed under office seal by the bidder and duly witnessed.
- (vii) Any subsequent addendum / corrigendum to the tender document.

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

3.7 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.

3.8 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.

- 3.9 The sealed covers must be submitted so as to reach the Manager (I&CF) at Chiranjibpur, P.O.- Haldia- 721604, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the tender document.
- 3.10 Telex / Telegraphic / 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.
- 3.11 All the bidders should submit the tender in accordance with the Mode of submission of Bid as aforesaid.

4.0 OPENING OF BIDS :

4.1 Only COVER-I containing Envelope-I & Envelope-II or Envelope-IA, Envelope-IB & Envelope-II as stated will be opened on the date and time as fixed in the tender document, at the office of the Manager (I&CF), Haldia Dock Complex or his representative in presence of bidder (or his authorised representative), who wishws to be present.

4.2 Envelope-II & Cover-II of only those bidders who have deposited requisite Earnest Money shall be opened.

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 SECURITY DEPOSIT :

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

6.0 REFUND OF EARNEST MONEY :

The Earnest Money instruments received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest within 30 days AFTER OPENING OF Price Bid.

7.0 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 Trustees/ Sanctioning Authority / Engineer.

8.0 DETAILED SCRUTINY OF TENDERS :

8.1 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.

8.2 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 document 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 3.6 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.

9.0 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 subject to further negotiations, if felt necessary.

10.0 ACCEPTANCE OF TENDER :-

- 10.1 Kolkata Port Trust reserve 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.
- 10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 10.3 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 30 (thirty) days of issue of Work Order and fulfil all his obligations as required by the Contract.

11.0 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 & conditions, such tenders are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials to be supplied by the successful bidder (s) shall be of the best and approved quality conforming to relevant specifications.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used through out shall be in English.
- (v) The tender documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed 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.

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA, DOCK COMPLEX, HALDIA”.

TENDER NO: I&CF/ IZ&R/ T/ 174

CONDITIONS OF CONTRACT

1.0 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 to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz., General Conditions of Contract, Notice Inviting Tenders, Instructions to Bidders, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2.0 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

If the stipulations in the various tender documents be found to be at variance in any respect, one will over ride 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 al those placed lower down in the list.

- ==> Order Letter.
- ==> Bill of Quantities.
- ==> Drawings (if any).
- ==> Conditons of Contract.
- ==> General Conditions of Contract.

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

3.0 SCOPE OF WORK:

The work comprises of supplying including loading, unloading, stacking adjustable self reversing point lever box sets to P.W.Stores of I&CF Division, Haldia Dock Complex at Chiranjibpur as per the direction of the Engineer or his representative

4.0 LOCATION& ACESS TO THE SITE :

The supply is to be made at Trustees P.W.Stores at Chiranjibpur, Haldia. All weather road / laterite road approachable from N.H. 41 exist right upto the area of work.

(c) By Rail :

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

5.0 PRICING OF BID:

Rate should be quoted F.O.R. Trustees' Store yard at Haldia i.e. on free delivery basis including unloading and stacking. Price(s) to be quoted must remain firm till the goods are delivered. No Price escalation is admissible other than statutory increase in taxes, duties etc. / imposition of new taxes and duties after last date of submission of tender. The quoted price must include all charges, such as Govt. Excise Duty, Sales Tax etc. as applicable, permits, overheads, profit, and charges for packing, loading, forwarding, transportation and transit insurance, unloading and stacking at the Stores at Haldia etc.

Please note that KoPT does not provide any concessional Sales Tax Form.

6.0 INSPECTION:

The equipments are to be inspected and passed by RITES or any other inspection agency duly approved by the Engineer. Necessary "Call Letters" are to be issued to the inspecting authority by the supplier well in advance to ensure timely supply with a copy endorsed to Manager (I&CF) i.e. the Engineer. Necessary inspection charges including ancillary costs are to be borne by the contractor and shall be included in the quoted rates.

Notwithstanding the inspection and passing of materials by RITES, any material found at the time of delivery to be defective in quality and not conforming to the specified shape, size and weight as per the relevant drawing and specification due to any reason whatsoever, shall be liable to rejection and the supplier shall replace the same at his own cost and arrangement at the earliest.

7.0 DELIVERY:

Supply and delivery against the work has to be completed within 02 (TWO) months from the date of issuance of work order. Maximum **2 part** delivery will be allowed.

The authorised representative of the supplier must be present at the time of delivery for jointly noting the quantity of material delivered with the representative of Ko.P.T. Delivery will not be accepted if not accompanied by proper delivery challans (in quadruplicate), Inspection Report from RITES.

In case of default in supply or failure to deliver as per correct specification or the approved quantity within the time stipulated, Trustees are entitled to purchase from another source at the risk, cost and expenses of the supplier, the whole or any portion of the supply remaining undelivered.

8.0 GUARANTEE:

The material shall have to be guaranteed against manufacturing defects by the supplier for a period of 12 (twelve) months from the date of final completion/acceptance. If any defect, whatsoever, develop during this guarantee period, the same will have to be rectified / repaired[as the case may be] by the supplier at their own cost. A Guarantee Certificate to this effect shall be submitted by the supplier along with the Bill.

9.0 TIME OF COMPLETION:

The entire supply must be completed in all respects within **2 (Two) months** including preliminary time from the date of placement of work order.

10.0 PAYMENT:

- **Payment at the accepted rate will be made after satisfactory supply of materials** on submission of Bill accompanied by Challans, Inspection Report, Guarantee Certificate duly signed by the consignee or their authorised representative. The Bills should be submitted in quadruplicate to the Manager (I&CF)'s Office with necessary documents in original.
- HDC will make payment directly to the contractor's designated bank account. For the 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.
- Payment will be made within 30 (thirty) days of receipt of complete and satisfactory supply and on submission of clear Bill.
- Maximum 2 part payments will be allowed.

11.0 SAFETY MEASURES:

The contractor shall adhere to safe practice while loading / unloading, stacking and carriage of the materials.

12.0 PERMIT:

Entry Permits will be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary permits will be issued **free of cost** by the Trustee's Against application by the contractor, after the same is examined and approved by the Engineer. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

13.0 'LIQUIDATED DAMAGES' FOR DELAY :

If the Contractor fails to execute the contract partly or for the whole of the works, as applicable, within the stipulated dates or such extension thereof as communicated by by Manager (I&CF) in writing, then the contractor shall be required to pay to the Trustees @ ½ % of the Contract Value of the UNDELIVERED materials for every week or part there of the supply remains undelivered, provided always that the amount of such compensation under the provision of this clause does not exceed 10% (TEN PERCENT) of the contract value of the goods.

The Trustees' may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the contractor.

The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

In case the bidder fails to complete the supply, some other agency may be ordered to supply the remaining materials at the risk & expense of the Bidder after a minimum three days notice in writing has been given to the bidder by the Manager (I&CF) or his representative. Deployment of separate agency shall be at the absolute discretion of the Manager (I&CF), whose decision will be final and binding.

14.0 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 but not restricted to the events as below:-

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor / 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.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify 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.

15.0 SERVICE TAX:

The contractor, if registered with the central excise for the service to be rendered, copy of the registration certificate shall be submitted to H.D.C. The rate quoted by the contractor shall include Service Tax, if applicable for the contract. In case the contractor provides taxable service and charges service tax, the contractor will have to submit documents regarding payment of service tax and the bill / invoice / challan shall be so raised by the contractor as to enable HDC to obtain service tax credit against the same.

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA, DOCK COMPLEX, HALDIA”.

TENDER NO: I&CF/ IZ&R/ T/ 174

PREAMBLE TO THE BILL OF QUANTITIES

- 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 detailed description of the works.
- 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 actual quantities of work ordered and carried out as jointly measured by the Engineer or his representative with the Contractor and valued at rates and prices finally accepted.
- 1.3 This being an **item rate tender**, the bidder shall quote his **rates against all items both in figures & words**. In case of any discrepancy, the rate given in words shall prevail over that in figures. The bidder shall calculate estimated amounts against individual items of work and after adding amounts against all items of works, shall mention the total amount in the **“ABSTRACT FORM OF TENDER” AND “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 rate quoted by the bidder in figures and in words or in the amount worked out by him in the “Bill of Quantities” shall be corrected by tendering authority. In such cases the following methods shall be adopted for arriving at the final figures :-
- (i) When there is a difference between the rate quoted in figure and in words for an item, the rate which complies with the amount worked out by the tenderer for this shall be taken.
 - (ii) When the amount of an item of the tender is not worked out by the bidder or it does not correspond with the rates written either in figures or in words then the rate quoted by the bidder in words shall be taken as correct and the value of the amount for the item shall be worked out accordingly.
 - (iii) When the rate of an item quoted by the bidder in figures and in words matches but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and the value of the amount shall be worked out accordingly.
 - (iv) When bidder has not quoted rates in figures or in words in respect of one or more items, nor he has worked out the corresponding amounts, the tender shall be treated as “incomplete tender” and shall not be taken into ‘comparative statement’.
 - (v) The total amount shall be worked out by adding the amounts for individual items as thus checked and corrected

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.

[B.O.Q-2]

TENDER FOR “PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA, DOCK COMPLEX, HALDIA”.

TENDER NO: I&CF/ IZ&R/ T/ 174

BILL OF QUANTITIES

Sl. No	Material Description	Unit	Quantity	Unit Rate (Rs. P.)	Amount (Rs. P.)
1	Supply and deliver Adjustable Self Reversing Spring Point Lever box (including Pull Rods) as per RDSO Drg. No.MA-3040	Set	10 Sets.		
				TOTAL	

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) Bank Details :

Name Of Bank: -

Branch:-

Branch Code: -

Account Number:-

(h)

	AMOUNT IN FIGURE	AMOUNT IN WORDS
TOTAL AMOUNT QUOTED BY ME / US IS:		

Signature of bidder With Seal

Name :-

Signature of Witness :-

Name in block letters :-

Occupation :-

Address :-

Address :-

Contact No :-

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The 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:-

Name of the Bidder :-

Signature :

Address :-

Name (in block letters) :-

Occupation :-

Address :-

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

ANNEXURE-II

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e. Works in the Hand of the Bidder at the time of Submission of Tender Offer)

(To be submitted with Cover-I of Offer)

Bidders must fill in the under noted columns

Sl. No.	Full particulars of works to be Executed concurrently by the Bidder. (i) Name of work (ii) Client (iii) W.O.No. & Date.	Sanctioned Tender Value (In Rs.)	Completion time As stated in Tender	Name and address To whom reference can be made
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

SCHEDULE 'O' SHEET -- 1

(To be submitted with Cover-I of Offer)

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company

- 1) Name of Company : -----
- 2) Address of its present Registered office. : -----
- 3) Date of its incorporation. : -----
- 4) Full name and address of each of its Directors – any special particulars as To Directors if desire to be stated. : -----
- 5) Name, address and other necessary Particulars of Managing Agents, if any Appointed by the Company. : -----
- 6) Copies of Memorandum, Articles of Association (with the latest Amendments, if any). : -----
- 7) Copies of audited balance sheets of the Company for the last two years. : -----

B) In case of a firm :-

- 1) Name and address of the firm : -----
- 2) When business started. : -----
- 3) If registered a certified copy of certificate of registration : -----
- 4) A certified copy of the Deed of Partnership : -----
- 5) Full name and address of each of the Partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. : -----
- 6) Whether the firm pays income tax over Rs.10,000/- per year. : -----

SCHEDULE 'O' SHEET -- 2

(To be submitted with Cover-I of Offer)

(C) In case of an Individual :-

- 1) Full name and address of the Bidder--
Any special particulars of the Bidder
If desired to be stated. : -----
- 2) Name of the father of the Bidder. : -----
- 3) Whether the Bidder carries on business
In his own name or any other name. : -----
- 4) When business was started and by whom. : -----
- 5) Whether any other person is interested
In the business directly or indirectly, if
so, name and address etc. of such
persons and the nature of such interest. : -----
- 7) Whether the Bidder pays Income Tax
over Rs.10,000/- per year. : -----

.....
(Full signature of Bidder)

Dated:

(To be submitted on Company's Letter Head Along wuth Cover-I Offer)

Manager(I&CF),
Haldia Dock Complex,
Kolkata Port Trust

**TENDER FOR "PROCUREMENT OF ADJUSTABLE SELF REVERSING SPRING POINT
LEVER BOX SETS FOR NEED BASED MAINTENANCE OF RAILWAY TRACKS AT HALDIA
DOCK COMPLEX, HALDIA".**

Tender no:- I&CF/ IZ&R/ T /

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.

Seal.

Date:

Place:

Signature of the Bidder with Office