

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENT

FOR

**TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD
CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON
AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

TENDER NO: - I&CF/SDM/DOCK / T / 743

Volume - I

July, 2015

Rs. 300.00

DOCUMENT

FOR

**TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD
CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON
AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

TENDER NO: - I&CF/SDM/DOCK / T / 743

Volume - I

Issued to:

Date of Issue:

**Signature and Designation
of Issuing Officer:**

On behalf of Bidder:

**Sr. Dy. Manager (Dock) (I&CF)
Haldia Dock Complex
Operational Building, Chiranjibpur
P.O. HALDIA – 721604
Purba Medinipur
Fax :- (03224) 252110
Tel. :- (03224) 252118**

DOCUMENT

FOR

TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

TENDER NO: - I&CF/SDM/DOCK / T / 743

Volume – I

CONTENTS

SUBJECT	PAGES	
	FROM	TO
➤ NOTICE INVITING TENDER	NIT-1	NIT-3
➤ INSTRUCTION TO BIDDERS	IB- 1	IB-4
➤ SPECIAL CONDITIONS OF CONTRACT	SC-1	SC-6
➤ PARTICULAR SPECIFICATION	PS-1	PS-1
➤ ABSTRACT FORM OF TENDER (UNPRICED)		
➤ FORM OF TENDER (UNPRICED)		
➤ FORMAT FOR CONCURRENT COMMITMENT OF BIDDERS		
➤ SCHEDULE-O		
➤ ANNEXURE-I		
➤ GENERAL CONDITIONS OF CONTRACT	Separate Booklet	

TENDER PARTICULARS

ESTIMATED COST	:	Rs. 94,875 (Rupees Ninety four Thousand eight Hundred seventy five One Only)
EARNEST MONEY	:	Rs.1,900.00 (Rupees one Thousand nine hundred Only). Enlisted Class-A, B & C contractors of I&CF Division are exempted from depositing the earnest money.
TIME OF COMPLETION	:	02 (two) Months.
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	28-07-2015 to 18-08-2015_ (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	:	19-08-2015 (Submission up to 15:00 hrs. Opening after 15:30 hrs.)

Flag-A

[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 REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.
➤ Tender No.	:	I&CF/SDM/DOCK / T / 743
➤ Estimated Cost	:	Rs. 94,875 (Rupees Ninety four Thousand eight Hundred seventy five One Only)
➤ Time Of Completion	:	02 (two) Months.
➤ Earnest Money	:	Rs.1,900.00 (Rupees one Thousand nine hundred Only). Enlisted Class-A, B & C contractors of I&CF Division are exempted from depositing the earnest money.
➤ Sale Period (both days inclusive)	:	28-07-2015 to 18-08-2015, (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	:	19-08-2015 (Submission up to 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[DOCK] [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 Sr. Dy. Manager (Dock) [I&CF], Haldia Dock Complex. Interested bidders may contact at bsengupta@kopt.in

B. SENGUPTA,
Sr. Dy. MANAGER(Dock) (I&CF)
HALDIA DOCK COMPLEX

फलैग-ए

[लघु निविदा सूचना-1]

लघु निविदा सूचना

हल्दिया गोदी परिसर में निम्नलिखित कार्य हेतु साधन-सम्पन्न, अनुभवी एवं अधिकृत निविदाकर्ताओं द्वारा मुहरबंद निविदाएं दो कवर (जैसे: कवर-I तकनीकी-वाणिज्यिक भाग एवं कवर-II लागत भाग) में आमंत्रित की जाती है:-

कार्य का नाम	:	हल्दिया गोदी परिसर, हल्दिया पर मध्यवर्ती केसून में ताला प्रवेश के लिए मौजूदा क्रासहेड कैरिंग पहिया लाइन के प्रतिस्थापन के लिए निविदा।
निविदा संख्या	:	आई. एंड सी. एफ./ एसडीएम/डॉक / T / 743
अनुमानित लागत	:	94,875.00 रुपए
निष्पादन की अवधि	:	02 (दो) माह।
बयाना राशि	:	रुपये 1,900.00 [एक हजार नौ सौ] आई. एंड सी. एफ. प्रभाग से आयोजिक श्रेणी-ए, बी. एवं सी ठेकेदारों को बयाना जमा करने से छूट दी जाती है . .
बिक्री अवधि(दोनों दिन सहित)	:	28-07-2015 to 18-08-2015 के लिए (UPTO 14:00 HRS.) (बोली दस्तावेज HDC, Ko.P.T वेबसाइट पर उपलब्ध हो जाएगा)।
निविदा जमा करने की अंतिम तिथि एवं कवर-I के अनावरण की तिथि	:	19-08-2015 (अपरान्ह 15:00 बजे तक जमा की जाएगी)। एवं खुलने का समय- 15:30 बजे के बाद।
निविदा दस्तावेज की लागत (अप्रतिदेय)	:	रु- 300.00 (केवल तीन सौ रुपये)
सम्पर्क	:	वरिष्ठ उप प्रबंधक [डॉक][आई. एंड सी. एफ.], हल्दिया गोदी परिसर

निविदा की विस्तृत जानकारी www.kolkataporttrust.gov.in / www.haldiadock.gov.in की वेबसाइट तथा उप प्रबंधक [डॉक][आई. एंड सी. एफ.], हल्दिया गोदी परिसर के कार्यालय सूचना पट्ट पर भी देखी जा सकती है। इच्छुक आपूर्तिकर्ता bsengupta@kopt.in पर भी सम्पर्क कर सकते हैं।

बी. सेन्गुप्त
वरिष्ठ उप प्रबंधक(डॉक)(आई. एंड सी. एफ.)
हल्दिया गोदी परिसर

Flag-B

[NIT-2]

NOTICE INVITING TENDER

WORK TITLE: TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. The intending bidder must have successfully completed **executed & completed any civil /structural engineering work** during the last 7(SEVEN) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

Either (i) **03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender.

(ii) **02 (Two)** completed works each costing not less than **50 %** of the estimated amount put to tender.

(iii) **01 (One)** completed work costing not less than **80%** of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2014**, should be at least **30%** of the estimated amount put to tender.

3. Work experience as a sub contractor **shall not be** considered as the requisite qualification.

TENDER AUTHORITY:- Sr. Dy. Manager [DOCK] (I&CF), Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 604, Fax:- [03224]-252110. Tel.:- [03224]-252118

Due Date	19.08.2015	Time	UPTO 15:00 hrs.	Date of Opening of Cover-I of the Tender	19.08.2015	Time	15:30 hrs. Onwards.
Period of sale of Bid Document	28-07-2015 to 18-08-2015_ (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	Rs.1,900.00 (Rupees one Thousand nine hundred Only). Enlisted Class-A, B & C contractors of I&CF Division are exempted from depositing the earnest money.						
Time Of Completion	02(two) Months.						
Estimated Cost Of Work	Rs. 94,875 (Rupees Ninety four Thousand eight Hundred seventy five One Only)						

OTHER INSTRUCTIONS:-

Tender Document (Non-transferable) will be available from the office of the Sr. Dy.Manager(Dock) [I&CF]), Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O.- Haldia, Dist. Purba Medinipur – 721 604, Fax:- [03224]-252110. Tel.:- [03224]-252118 at on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on Sealed tenders are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Covert-II Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia payment of the cost of tender Document to be remitted by cash or crossed Demand Draft/Pay order/Bankers cheque drawn on any Nationalised or Scheduled Bank of India in favour of **“Kolkata Port Trust, Haldia Dock Complex”** payable at Haldia for one set of tender Document .Request letter for purchase of tender Document should contain the following declarations: -That the Bidding Firm has not been debarred / delisted by any Govt / Quasi Govt. / Public Sector undertaking in India.

- (a) 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 Pay order / Banker's Cheque / Demand Draft on any Nationalized Bank/Scheduled Bank of India drawn in favour of **“Kolkata**

[NIT-3]

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. The Trustees will not be responsible for postal delay / damage.

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 **bsengupta@kopt.in** and submit the tender along with **APPLICATION MONEY** equivalent to cost of tender document by Pay order / Banker's Cheque / Demand Draft drawn on any Nationalised or Scheduled Bank of India in favour "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.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

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.

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 successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

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 (Dock) [I&CF]** up to 15:00 hrs. on the last date 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 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 15:00 hrs. on such extended day of opening.

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

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.

B. Sengupta,
Sr. Dy. MANAGER(Dock) (I&CF)
HALDIA DOCK COMPLEX

INSTRUCTIONS TO BIDDER

TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

TENDER NO: - I&CF/SDM/DOCK / T / 743

INDEX

CL. NO.	SUBJECT	PAGE MKD
1.0	GENERAL	IB-1
2.0	EARNEST MONEY	IB-1
3.0	MODE OF SUBMISSION OF BID	IB-1 TO IB-3
4.0	OPENING OF BIDS	IB-3
5.0	SECURITY DEPOSIT	IB-3
6.0	REFUND OF EARNEST MONEY	IB-3
7.0	VALIDITY OF OFFER	IB-3
8.0	DETAILED SCRUTINY OF TENDERS	IB-3 TO IB-4
9.0	EVALUATION CRITERIA	IB-4
10.0	ACCEPTANCE OF TENDER	IB-4
11.0	MISCELLANEOUS	IB- 4 To IB-5

[IB-1]

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

2.0 EARNEST MONEY:

- 2.1 An Earnest Money Of **Rs.1,900.00** (Rupees one Thousand nine hundred Only). Enlisted Class-A, B & C contractors of I&CF Division are exempted from depositing the earnest money.
- 2.2 Earnest Money shall be deposited by Banker's Cheque or by Demand Draft or by Pay Order of any Nationalised Bank /Scheduled Bank of India drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" payable at Haldia. Earnest money will not be accepted in cash.
- 2.3 Earnest Money in the form of Banker's Cheque/ Demand Draft/Pay order 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.

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

3.0 MODE OF SUBMISSION OF BID :

- 3.1 All bidders must submit their offers strictly in accordance with the terms and conditions 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 **Sr. Dy. Manager (Dock) (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.

- 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 documents in case the document is downloaded from the website.
- (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)/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.

[IB-2]

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

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

3.6 Envelope – II shall contain the following documents:

3.6 A. Essential Documents:

(To be submitted with the bid one time only)

- (i) Credentials in the form of copies of Letters of Award of Works, Bill of Quantities of the works and corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- (ii) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the **last 3 (three) financial years (i.e. 2011 – 2012, 2012-2013 and 2013 – 2014) OR** a certificate from a Chartered Accountant / Financial Auditor showing financial annual turn over of the company for the said financial years.

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

Under no circumstances the bidders will be permitted or asked to submit the aforesaid particulars or documents. Hence bidder should be very careful about the aforesaid documents before submission of the offer/ tender.

3.6 B. Other Documents:

- (i) Volume-I of the Tender Document. All pages of Volume-I shall be signed by the Bidder and stamped with his official seal. In Volume-I, the un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.
- (iii) 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 document :-**
 1. Proof of possessing VAT registration certificate.
 2. Valid Trade Licence (minimum up to 31.03.2016).
 3. Valid Professional Tax Clearance Certificates.
 4. Proof of possessing valid Employees' Provident Fund Account.
 5. 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 along with 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.
 6. In case the contractor is not covered under the ESI Act, then he must additionally indemnify Ko.P.T against all damages and accidents occurring to his laborer.
- (iv) Details Of the firm as per Schedule-O of the tender document.
- (v) The bidder is required to submit list of works, which are in hand at the time of submitting their offer. This list of works is required to be submitted in the enclosed Performa titled 'Concurrent Commitments of The Bidder'.
- (vi) 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.
- (vii) Certified copies of audited balance sheet and Profit and Loss account / Trading account for the **last 3 (three) financial years (i.e. 2011 – 2012, 2012-2013 and 2013 – 2014)OR** a certificate from a Chartered Accountant / Financial Auditor showing financial annual turn over of the company for the said financial years.
- (viii) GCC Booklet, Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

[IB-3]

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 super scribed with the name of work with the Bid No, bidder's name, Postal address and Telegraphic / FAX / E-mail address of the Bidder.
- 3.9 The sealed covers must be submitted so as to reach the **Sr. Dy. Manager (Dock) (I&CF)** at Haldia Township, P.O.- Haldia-721 607, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the tender documents.
- 3.10 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.
- 3.11 All the bidders should submit the tender in accordance with the Mode of submission of Bid as aforesaid.
- 3.12 All the bidders should submit the techno commercial Part i.e. Part I of the offer with a FORMAT given as "FILL- UP BY THE BIDDER".

4.0 OPENING OF BIDS:

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

5.1 For the successful Bidder, the earnest money shall be converted into security deposit and balance security money will be deducted in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

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

6.0 REFUND OF EARNEST MONEY:-

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price Bid.

The same DD/ BC/ Pay order etc. of unaccepted tenderers, submitted as Earnest Money, shall be returned / refunded without any interest.

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 the Trustees/ Sanctioning Authority/Engineer.

[IB-4]

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 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 3.6 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** shall be considered for acceptance by the Trustees.

10.0 ACCEPTANCE OF TENDER:-

10.1 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.

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 six weeks of issue of Letter Of acceptance and fulfill 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 and conditions, such tenders are liable to rejection at the option of the Trustees without further reference to the bidder.

[IB-5]

- (iii) In case a bidder wants to submit the tender document purchased / down loaded by him in "Not Quoted" condition, the same shall be done by putting the blank tender document in a sealed envelope, which shall be duly superscribed with the name and number of tender, name of the bidder and the words "TENDER – NOT QUOTED", so that the tender inviting authority can separate "Not Quoted" tenders without opening the envelopes.
- (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) 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.
- (vi) 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.
- (vii) 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 REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

TENDER NO: - I&CF/SDM/DOCK / T / 743

INDEX

CL. NO.	SUBJECT	PAGE MKD
1	GENERAL	SC-1
2	CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS	SC-1
3	SCOPE OF WORK	SC-1
4	LOCATION	SC-1
5	INSPECTION OF SITE	SC-1
6	SITE CONDITIONS & METHOD OF WORK	SC-1
7		
8	TIME OF COMPLETION	SC-2
9	MAINTENANCE PERIOD	SC-2
10	PARTICULARS OF EXISTING WORKS	SC-2
11	SAFETY MEASURES	SC-2
12	HOLIDAY OR SUNDAY WORK	SC-2
13	POWER SUPPLY	SC-3
14	WATER	SC-3
15	KEEPING THE SITE AND WORKING AREA CLEAR	SC-3
16	CONSTRUCTION OF SITE OFFICE, STORE ETC.	SC-3
17	METHOD OF MEASUREMENT	SC-3
18	ON ACCOUNT PAYMENT	SC-4
19A	MATERIALS	SC-4
19B	TESTING OF MATERIALS	SC-4
19C	REJECTION OF MATERIALS	SC-4
20	LABOUR, TOOLS & PLANTS	SC-4
21	ESCALATION / VARIATION ON PRICES	SC-4
22A	CONTRACT LABOUR LAWS	SC-4 to SC-5
22B	COMPLIANCE WITH E.P.F.& M.P.ACT.	SC-5
22C	INDEMNIFICATION	SC-5
23	FORCE MAJEURE	SC-5 to SC-6
24	DOCK PERMIT	SC-6
25	SERVICE TAX & CENVAT	SC-6

[SC-1]

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 specification
- 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 dismantling old existing crosshead carriage wheel track line (rail) and re-fixing the same with 90 lbs rail with new hot dip galvanized nuts (grade-4.6) ,ms cleats and other fixtures as required.

4. LOCATION:

The work shall have to be executed at in side Dock area, Haldia.

(a) By Road: All-weather metal roads approachable from N.H. 41 and State Highway exist left 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 (Dock), (I&CF), Haldia dock Complex at his office at Operational Building Chiranjibpur for collecting information about the 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 work shall have to be executed at coal tippler area,in side Dock area.The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates. Further, if so required by the Engineer in the interests of normal working of the Port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment. Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

[SC-2]

8. TIME OF COMPLETION

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **02 (two)** months including preliminary time from the date of placement of work order.

9. MAINTENANCE PERIOD: -

The Contractor shall maintain the works allotted to him as per Clause 9.0 of the General Conditions shall maintain for a period of 6 (six) months from the date of completion as certified by the Engineer or his representative in Form G.C. 1.

10. PARTICULARS OF EXISTING WORKS:

Such information as may be given in the specification as to the existing features and works other than those now under construction as part of the present Haldia Dock Complex given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

11. SAFETY MEASURES:

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. safety belts for working at heights: 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.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost.

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

The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

12. HOLIDAY OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

[SC-3]

13. POWER SUPPLY:

If available, suitable power point may be arranged by the Trustees at the nearest existing supply point of the site of the 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.

Charge for consumption of power shall be recovered from the Contractor's Bill at the rates with surcharges of WBSEB as amended from time to time including installation and hire charges for meters, Govt. Duty as well as 19.25% overhead on electricity charges. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

14. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

For supply of water by Trustees to the Contractor, an amount equivalent to **1% (one percent)** of the gross bill value shall be progressively recovered from the running bill including final bill as applicable.

15. 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. As the works will be carried out mainly inside of operational buildings of HDC, the Contractor has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk.

16. CONSTRUCTION OF SITE OFFICE, STORE ETC.:

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of Rs.10.00 per annum or part thereof will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I) failing which penal rent at the rate of Trustees' Schedule of Rent in vogue for the period beyond two months from the actual date of completion of work shall be levied on the Contractor and recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

17. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building) Schedule of Rates, Govt. of West Bengal. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

[SC-4]

18. ON ACCOUNT PAYMENT:

No On account payment to the Contractor shall be made.

19A. MATERIALS:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. Only 90 lbs rail will be supplied from PWD store Chiranjibpur Haldia, as per BOQ and condition of the tender.

The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

19B. TESTING OF MATERIALS:

The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost.

The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

19C. REJECTION OF MATERIALS:

Notwithstanding the inspection and passing of samples by authorized representative of HDC, any material found at the time of delivery to be defective and not conforming to the relevant specification, is liable to be rejected and the Bidder shall replace the same at his cost and arrangement at the earliest. Rejected materials shall be at the Bidder's risk. They must be collected from Site within a fortnight from the date of rejection. If the Bidder fails to remove the rejected materials, the Trustees shall have the right to dispose of the same and the Bidder shall have no claim over the Trustees in respect of the said rejected materials

20. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

21. ESCALATION / VARIATION ON PRICES:

No Escalation / Variation on the prices on any account will be considered for adjustment / payment.

22A. 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).

[SC-5]

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.

22 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 Sr. Dy. Manager[Dock] (I&CF)

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

23. 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

[SC-6]

been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged are 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.

24. PERMIT:

Entry Permits may be necessary for the workmen and for the movement of vehicles for any other purpose in the work. In the interest of work, necessary permits will be issued **free of cost** by the Trustee's, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer. The entry permit will be issued on quarterly basis / on monthly basis / on daily basis as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor

25. TAXES:-

Service Tax if livable, it will be paid extra by the Trustees. **The bidder shall not include Service Tax in his rates.** In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and 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. 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 raised so as to enable H.D.C. to obtain CENVAT credit against the same.

Deduction of Sales / Turnover Tax on works contract, Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the prevalent rates or such other rates as may be specified by the Government from time to time, on the gross amount of the Contractor's bill for payment.

Regarding other Taxes Duties and statutory & other levies the Contractor has to pay and observe all formalities as stipulated on the General Condition of Contract.

[PS-1]

PARTICULAR SPECIFICATIONS

TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

TENDER NO: - I&CF/SDM/DOCK / T / 743

The materials supplied and the workmanship shall satisfy the Specifications as given in the PWD 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.

ANNEXURE - I

(To be submitted on Company's letter head)

**Sr.DY.MANAGER (DOCK) (I&CF)
HALDIA DOCK COMPLEX
KOLKATA PORT TRUST.**

**SUB: TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK
LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX,
HALDIA.**

TENDER NO: - I&CF/SDM/DOCK / T / 743

Dear Sir,

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

We further confirm that Cover-II, i.e. Price Bid does not contain any condition / deviation.

Date:-

**Signature Of The Bidder With Office
Seal**

Place:-

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

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 Memorandum, Articles of
Association (with the latest amendments,
If any). :
- 8) 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 parti-
culars as to partners if desired to be
stated. :
- 6) Whether the firm pays income tax over
Rs.10,000/- per year. :

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 2.

(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. :
- 6) Whether the Bidder pays Income Tax
over Rs.10,000/- per year. :

.....
(Full signature of Bidder)

Dated :

(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. : **TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

(b) Estimated Cost. **Rs 94,875.00 (Rupees ninety four thousand eight hundred seventy five only)**

(c) Earnest Money. : **Rs.1,900.00** (Rupees one Thousand nine hundred Only). Enlisted Class-A, B & C contractors of I&CF Division are exempted from depositing the earnest money.

(d) Security Deposit

(including Earnest Money).

: As per provisions in the tender.

(e) Time allowed for completion of the work. **02 (two) Months.**

(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 :-

IFS Code:-

(i)

TENDERED BY ME / US IS

NOT TO BE QUOTED IN COVER- I OFFER

(Signature of the Bidder)

Witness :-

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 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
(In Block Letters)

Name of the Bidder :
Address :

Address :

Occupation :

**[PROFORMA OF AFFIDAVIT TO BE SUBMITTED BY BIDDERS NOT HAVING ESI
REGISTRATION]**

(On Rupees Ten Non-Judicial Stamp Paper)

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT.....

AFFIDAVIT

I _____ son of _____ aged about _____ years, by faith _____, by occupation _____, residing at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the proprietor/ partner / director of _____ having office at _____ and carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

1. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has not valid E.S.I. Registration.

2. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No. _____ of the Tender No. _____ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

That the statements made above are all true to the best of my knowledge and belief.

DEPONENT

Identified by me

FILL- UP BY THE BIDDER

TENDER FOR “TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

TENDER NO: - I&CF/SDM/DOCK / T / 743

Check list fill-up by the bidder				
1	(Only for the tender document downloaded form website) [Insert in envelope mark-IA]	Declarations a) The bidding firm has not been debarred / delisted by any Govt / Quasi Govt. / Public sector undertaking in India. b) The proprietor / partner(s)/ authorised signatory of the bidding firm is/are not associated with other firm bidding for the same work.	Declaration submitted	Yes / No
		Demand draft for Rs 300.00 as application money towards cost of tender documents.	Draft Submitted	Yes / No
2	[Insert in envelope mark-IB or I]	Earnest Money Rs.1900.00 [Envelope mark IB for down loaded tender document or I for purchase tender document]	Draft Submitted	Yes / No
3	For all either downloaded or purchased document [Insert in envelope mark-II]	Declaration as per Annex-I that no conditions / deviations have been added in Volume-II in the tender offer.	Submitted on company's letter head.	Yes / No
4		VAT registration certificate.	(Xerox copy enclosed)	Yes / No
5		Valid Trade License.	Valid up to (Xerox copy enclosed)	Yes / No
6		Professional Tax Clearance Certificate. / Upto date tax payment challan.	Valid up to (Xerox copy enclosed).	Yes / No
7		Valid Employees' Provident Fund Account	(Xerox copy enclosed). Xerox copy of latest payment challan of EPF enclosed.	Yes / No
8		ESI registration	(Xerox copy enclosed). Xerox copy of latest payment challan of ESI enclosed.	Yes / No
9		Details of firm as per schedule-O	Format fill-up	Yes / No
10		Concurrent Commitments of the Bidder	Format fill-up	Yes / No
11		Credential within seven years	i) Amount ii) Amount iii) Amount Credentials as per pre-qualification criteria. Letter of award works and completion certificate from owners are enclosed.	Yes / No Yes / No
12		Certified copies of audited balance sheet	i) Turnover amount and year ii) Turnover amount and year iii) Turnover amount and year Certified by the CA / FA	Yes / No
13		GCC Booklet and drawing duly signed under office seal	Submitted with signature	Yes /No

14	For downloaded tender document	Cover-I (Insert volume -I of tender document , envelope-IA, IB & II)	Marked-Cover-I and envelope mark- IA, IB & II	Yes /No
	For purchase tender document	Cover-I (Insert volume -I of tender document, envelope- I & II)	Marked-Cover-I and envelope mark- I & II	Yes /No
15	Only price part	Cover-II (Volume-II of the tender document)	Marked -"Cover-II" / "Bid-do not open" over the cover	Yes /No

Date :

Signature of the bidder with seal

I & C F DIVISION

HALDIA DOCK COMPLEX

DOCUMENTS

FOR

**TENDER "FOR REPLACEMENT OF EXISTING CROSSHEAD
CARRING WHEELTRACK LINE FOR INTERMEDIATE
CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX,
HALDIA."**

TENDER NO. I&CF/ SDM/ Dock/T/743

VOLUME - II

July, 2015

Rs 300.00

DOCUMENTS

FOR

**TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE
FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

QUOTATION NO. I&CF/ SDM/ Dock/T/743

Issued to:

Date of Issue:

**Signature and Designation
of Issuing Officer:**

On behalf of Bidder:

**Sr. Dy. Manager (Dock) (I & CF)
Haldia Dock Complex
Operational Building, Chiranjibpur
P.O. HALDIA – 721604
Purba Medinipur
Fax :- (03224) 252110
Tel. :- (03224) 252118**

DOCUMENTS

FOR

**TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING
WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK
ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

QUOTATION NO. : I&CF/SDM/DOCK/T/743

INDEX

SUBJECT	PAGES	
	FROM	TO
⌚ PREAMBLE TO THE BILL OF QUANTITIES	B.O.Q-1	B.O.Q-1
⌚ BILL OF QUANTITIES	B.O.Q-2	B.O.Q-4
⌚ ABSTRACT FORM OF TENDER		
⌚ FORM OF TENDER		

TENDER PARTICULARS

ESTIMATED COST	:	Rs 94,875.00 (Rupees Ninety four Thousand eight Hundred seventy five only).
TIME OF COMPLETION	:	02 (Two) Months.
PERIOD OF SALE OF TENDER PAPERS (Both Days Inclusive)	:	28-07-2015 To 18-08-2015 (UPTO 14:00 Hrs) (Bid document will be available on Ko.P.T/HDC Website)
LAST DATE OF SUBMISSION OF TENDER AND OPENING OF COVER-I OF THE TENDER	:	19-08-2015 Submission Upto 15:00 Hrs Opening after 15:30 Hrs.

[BOQ-1]

PREAMBLE TO THE BILL OF QUANTITIES

TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.

TENDER NO. : I&CF/SDM/DOCK/T/743

- 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 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.

[BOQ-2]

BILL OF QUANTITIES

**TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE
FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

QUOTATION NO. : I&CF/SDM/DOCK/T/743

It. No.	Description of Item	Quantity	Rate Rs. P	Unit	Amount Rs. P
1	Dismantling old existing crosshead carriage wheel track line (rail) and re-fixing the same with 90 lbs rail with new hot dip galvanized nuts (grade-4.6) ,ms cleats and other fixtures as required. All materials required for the work shall have to be supplied by the successful bidder except the rail. Rail will be supplied from PWI Store at Chiranjibpur , Haldia, Haldia Dock Complex. The bidder shall include cost of lifting, loading, carriage and unloading of rails from PWI store to Lock Entrance, Kolkata Port Trust, The retrieved rails shall have to be deposited at the Lock Store of I&CF Division.	115	825.00	M	94875.00
				Total	94,875.00

(Rupees Ninety four Thousand Eight Hundred Seventy 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. : **TENDER FOR REPLACEMENT OF EXISTING CROSSHEAD CARRING WHEELTRACK LINE FOR INTERMEDIATE CAISSON AT LOCK ENTRANCE AT HALDIA DOCK COMPLEX, HALDIA.**

(b) Estimated Cost. : Rs. 94,875.00(Rupees Ninety four Thousand eight Hundred seventy five only).

(d) Security Deposit : Rs.1,900.00 Enlisted Class-A, B & C contractors of I&CF.
(including Earnest Money). : As per provisions in the tender.
are exempted from depositing the earnest money.

(e) Time allowed for completion of the work. **2 (Two) Months.**

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

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

(h) Bank Details :

Name of Bank: -

Branch:-

Branch Code: -

Account Number:-

RATE 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 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 :

Name :

(In Block Letters)

Address :

Address :

Occupation :

