

Tender No. C1-912/2012

**KERALA STATE PORT DEPARTMENT**

**FORM OF TENDER**

DEPT

*Kerala State Port Department*

OFF *Port Office(Neendakara),Ashramam,Kollam-691 002,Ph no 0474 2743825,e mail portkollam@gmail.com*

**Name of work :**

1. Excavation and removal of sandy soil from the premises of Office of the Assistant Executive Engineer Needakara to a depth of 3.0m to construct the Parade Ground for Kerala Maritime institute. The area for the removal of sand is **113m X 100m**. After removal the area has to be filled with gravely earth to a height of **3.0m**. Consolidation of the area by heavy roller has to be done after filling of each 0.5m height . The removed sandy soil will be the property of the contractor.

*(The rate offered to Port Department for the sandy soil per ton shall be quoted in the tender after deduction of the expenditure for removal of sandy soil and filling the area with gravely earth to a height of **3.0m** and Consolidation of the area by heavy roller after filling of each 0.5m height.)*

2. Excavation and removal of sandy soil from the premises of Office of the Assistant Executive Engineer Needakara to a depth of 5.0m to construct the Swimming Pool for Kerala Maritime institute

*(The removed sandy soil will be the property of the contractor. The rate offered to Port Department for the sandy soil per ton shall be quoted in the tender after deduction of the expenditure for removal of sandy soil.)*

Date of issue .....

Name .....

Address of Tenderer .....

.....

Last Date of Receipt of Tenders : ...15.05.2012.....

Date & Time of opening of Tenders : ...15.05.2012 02.00pm .....

KERALA STATE PORT DEPARTMENT

**Specifications**

PART I – GENERAL

The rates tendered by a Contractor for the work shall include the cost of –

(a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage, tackle, etc. as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work;

(b) Supplying the requisite agency with necessary equipments, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials;

(c) Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precautions as are necessary for the protection of the work or materials, as well as to protect the public and those connected with the work from accidents at the site of, or on account of the work;

(d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specifications;

(e) All fees and royalties of materials; and

(f) Finally clearing away of all rubbish, surplus materials, plants, etc., on completion of the work and dressing and leveling off and restoring the site to a tidy condition, prior to handing over the work to **the Port officer Neendakara** or his authorized assistant and also its maintenance until so taken over.

2. In the case of supplies of materials such as rubble, broken stones, gravel, sand etc., which may have to be measured prior to being used on the work, the Contractor must always stack or arrange them neatly on level ground or on ground cleared and leveled by him for the purpose in such manner as may be ordered by the Officer in charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, leveling and stacking or arranging being included in the rates for works. Each stack must be straight and of uniform section through out and of the dimensions specified the Officer in charge. Materials not started or arranged in accordance with instruction issued will not be measured and paid for.

3. The contractor shall be bound to bear the expense of defense of any action or law proceedings. That may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequence.

4. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.

5. The tenderer should make their own arrangements for all the plant necessary for execution of the work.

6. Unless otherwise specifically provided for in the contract, the Contractor shall at his own cost keep all portions of the work free from water, whether due to springs, soakage for inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site of work or accumulating therein.

7. The Contractor shall be responsible for to see that the level or other pages, profiles, bench marks, masonry pillars or other marks set up by the department for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the Divisional Officer found disturbed, destroyed, they will be replaced by the Department at the cost of the Contractor.

8. Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in-charge as being not up to the specification shall in the case of materials supplied be then and there expense of the Contractor, as may be ordered by the Officer-in-charge.

9. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted tender and these specifications and with such further drawings and specifications and orders as may from time to time be issued by the Port Department Officer.

10. Any dispute of difference that may arise between the Port Officer and the Contractor on account of the contract, shall at the instance of either party be referred to the Director of Ports whose decision given in writing, to any of his subordinates any of his powers regarding these specifications.

## Specifications

### PART II – TECHNICAL

1. Excavation and removal of sandy soil from the premises of Office of the Assistant Executive Engineer Needakara to a depth of 3.0m to construct the Parade Ground for Kerala Maritime institute. The area for the removal of sand is **113m X 100m**. After removal the area has to be filled with gravely earth to a height of **3.0m**. Consolidation of the area by heavy roller has to be done after filling of each 0.5m height . The removed sandy soil will be the property of the contractor.

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2. Excavation and removal of sandy soil from the premises of Office of the Assistant Executive Engineer Needakara to a depth of **5.0m** to construct the Swimming Pool for Kerala Maritime institute .The area for the removal of sand is **36m X 18m**.

*(The removed sandy soil will be the property of the contractor. The rate offered to Port Department for the sandy soil per ton shall be quoted in the tender after deduction of the expenditure for removal of sandy soil.)*

Signature of Tenderer.....

Date.....

(Sd.)  
Port Officer Neendakara.

KERALA STATE PORT DEPARTMENT

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To

THE GOVERNOR OF THE STATE OF KERALA

Sir,

I/We do hereby tender to execute the work enumerated in the Schedule accompanying in accordance with the terms in your tender notification dated 19.04.2011 and specifications (General & Technical) and conditions (Special & other) of contract in force in **Port department**

2. Copy of the specifications and preliminary agreement duly signed is also enclosed.

3. I/We further agree to complete the whole work in ..... weeks/months from date of receipt of order to start work, and/or in the case of piece-works, maintain the minimum rate of progress specified in the Tender Schedule.

4. I/We do/do not agree to accept and carry out such portion of the work included in my/our tender as may be allotted to me/us if the whole work be not given to me/us.

5. I/We agree to keep the tender open for acceptance ..... days from the due date of submission thereof and do not make any modification in the terms and conditions which are not acceptable to Government.

A sum of Rs. .... is forwarded in demand draft /Treasury chalan deposit at..... receipt of a Scheduled Bank as earnest money. If I/We fail to keep the tender open as aforesaid or make any modifications in that terms & conditions of the tender which are not acceptable to Government.

OR

If after the tender is accepted, I/We fail to execute the agreement or to commence the execution of the work as provided in the conditions, I/We agree that the Government, shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely and also recover from me/us the entire loss that may be caused to the Government by the re-tender or rearrangement of the work or otherwise under the provision of the Revenue Recovery Act or otherwise.

- Encl.— (i) Tender Schedule:
- (ii) Earnest Money Rs.
- (iii) Signed copy of  
Specification:
- (iv) preliminary agreement
- (v) Signed copy of plan:

Usual signature of Tenderer.....

Full name.....

Nationality.....

Place of residence.....

Date of submission.....

## SPECIAL CONDITIONS

*Name of work :*

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1. a) The rate offered to Port Department for the sandy soil per ton shall be quoted in the tender after deduction of the expenditure for removal of sandy soil and filling the area with gravely earth.

b) The rate should be quoted separately for both works

c) When the rate quoted in figures and words disagree, the rates quoted in words will be taken for the purpose of the settlement of the contract and the contractor is bound to accept the rates if the contract is awarded to him.

2. The rate quoted by the Contractor should be inclusive of all taxes, duties, royalty etc.

3. If the contractor needs any permit from any of the department for transporting the sand from the port premises it is the responsibility of the tenderer to obtain such pass permit etc;.

4. The works should be completed in all respects within **45 days** from the date of placing of work order.

5. Intending tenderers may inspect the site at Needakara port, Kollam before tendering and ascertain the exact nature and quality of the sandy soil to be removed.

6. The contractor will be permitted remove the sandy soil only on working days of Port office Needakara, between 8.00AM and 5.00PM

7. The sandy soil should be removed by the contractors vehicle after obtaining a pass from the port officials .The pass should specify the following details (a) Vehicle Registration Number(b)Tare weight of the vehicle in which the soil is being transported,(c)weight (Gross)after loading the soil.(d) the route in which the soil transported (e) details of payment made towards the cost of the sand being transported etc.

8. The Tare weight ( self-weight) of the vehicle for transporting the soil should be certified by the port official authorized by port officer Needakara.

9. The quantity of sand proposed to be transported in each day should be intimated to the Port Officer Neendakara and the cost of such quantity of the sand should be remitted in advance at the Office of the Port officer Neendakara and receipt obtained.
10. The vehicles will not be permitted to move out of the port premises, without remitting the cost of the soil.
11. All the works are to be executed as per the direction of the authorized port department officers.
12. The works are to be executed without making any damage to the buildings, structures and properties at the site. If any such incidents occur it is the responsibility of the contractor to make good, rectify the damages.
13. The Contractor will have to provide his own tools & Plants and store shed to store materials.
14. The work should be done in strict conformity with the specifications, the conditions of the contract in force in the department and as per the direction of the department officers.
15. The Contractor will be permitted to remove only specific quantity of sandy soil as decided by the port officer Neendakara.
16. The contractor has to execute an agreement and furnish a security deposit in the form of demand draft /bank guarantee amounting to 5 % value of total assessed quantity of sandy soil.
17. The acceptance of tenders rest with the Port Officer Neendakara who does not undertake to accept the lowest or any particular tender.
18. The undersigned reserves the right to accept or reject any tender without assigning any reasons.
19. If the contractor fails to complete the works as per the specifications and tender conditions within the contract period, the undersigned reserved the rights to cancel the agreement of the work and arrange the work by alternate arrangements at the risk & cost of the contractor after giving a registered notice to the contractor. The loss that may occur to the department due to such cancellation and rearrangement of work will be recovered from the contractor by R.R. Act .
20. The contractor should complete the first work (Play ground work) prior to commencement of Second work (Swimming Pool work)

Signature of the Contractor.

PORT OFFICER, Neendakara  
(for and behalf of Government of Kerala)