

**Government of Kerala
Public Works Department**

Kerala State Transport Project
Tender No. PWD/KSTP/PMT/353/12 dated
14/06/2013

Re-Tender Document

For the Supply of:
A Poles for Up-gradation works
(Kasargod–Kanhangad, Thalassery–Valavupara &
Pilathara-Pappinassery Roads)

Issued to

M/s.
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Date of Issue of Tender Form from 18.06.2013 to 03.07.2013.

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Project Director
Kerala Public Works Department
Kerala State Transport Project II (KSTP)
Project Management Team
T.C.11/339, JAGAD Building
Keston Road, Nanthancode, Kowdiar.P.O
Thiruvananthapuram

Government of Kerala
Public Works Department
Kerala State Transport Project (KSTP II)

Re-Tender Notice

No. PWD/KSTP/PMT/353/12

dated 14-06-2013

Sealed competitive tenders are invited for the supply of PSC Poles and A Poles required for the upgradation works of KSTP II – roads viz _Kasargod – Kanhangad road, Thalassery - Valavupara Road, Pilathara- Pappinassery Road .The materials are to be supplied in the proposed site as directed by Executive Engineer, KSTP Kannur Division.

SI: no:	Name of work	Bid Security in Rs.	Cost of Tender form in Rs.
	<u>Supply of A poles for the following works:</u>		
1	Upgradation works in the Kasargod - Kanhangad Road	50,000.00	5000.00
2	Upgradation works in the Thalassery – Valavupara		
3	Upgradation works in the Pilathara- Pappinassery Road		

Issue of Tender Document:	From 10.30 AM on 18/ 06/2013 to 2PM on 03/07/2013
Receipt of Tender:	Up to 3 PM on 03/07/2013
Opening of Tender:	At 3.30 PM on 03/07/2013
Period of completion:	To be completed within 3 months.

Further details can be had from the office of the undersigned during office hours. The tenders can be purchased from the Offices of the Project Director, KSTP Thiruvananthapuram on payment by Demand Draft payable at Trivandrum in favour of the Finance Controller Kerala State Transport Project or can be downloaded from the website www.keralapwd.gov.in. those who wishes to download tender documents from the website shall enclose cost of tender form as Demand Draft payable at Trivandrum drawn in favour of Finance Controller KSTP.

Thiruvananthapuram

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Project Director (KSTP),
Kerala State Transport Project II.
T.C.11/339, JAGAD Building
Keston Road, Nanthancode
Kowdiar.P.O, Thiruvananthapuram – 695003
On behalf of the Governor of Kerala

Instructions to Tenderers

1. The Tenderer shall be a supplier or manufacturer for items mentioned in the attached schedule. The Tenderers shall carefully study in detail, the General Conditions of Contract, Technical Specifications and Instructions to Tenderers before submission of the Tender.
2. *Use of Tender Form:* No alteration shall be made in the Tender Form or Schedules or the specifications annexed hereto, except to the extent of filling in the Tender Forms and Schedules.
3. *Clarifications:* If the Tenderer has any doubt about any portion of the General Conditions of Contract, Instructions to Tenderers or the Technical Specifications, he should get it clarified from the office of the undersigned before the submission of the Tender.
4. *Contract Agreement:* The successful Tenderer shall, within 3 days from the date of placement of detailed order, execute the Contract Agreement, with Kerala State Transport Project for the proper and satisfactory fulfillment of the Contract, after furnishing the necessary Security Deposit as stated in clause 7 of the General Conditions of Contract.
5. *Guarantee:* The materials offered should be guaranteed for a minimum period of 18 months from the date of acceptance of the materials at site or 12 months from the date of actual use of the materials whichever is earlier. Any defective or damaged material shall be replaced by the Supplier free of all costs to KSTP and to the full satisfaction of KSTP, during the Guarantee period. The Performance Security shall, subject to the condition specified herein, be returned to the Contractor after the expiry of the Guarantee period.
6. *Terms of Payment:* 90% of the payment with full taxes, duties, Freight & Insurance etc. shall be made as soon as the materials are accepted by KSTP, on presentation of the following:
 - a. Contract agreement duly executed,
 - b. Performance Security for 5% value of the Contract Price,
 - c. Certificate for payment of Sale Tax as per clause 18 below; and
 - d. Invoice duly certified by the Execute Engineer for having received the materials as per the invoice, as per specification, in good condition.
7. *Failure to Supply:* If the successful Tenderer fails to fulfill the contract in full within the delivery period, any or all of the materials not supplied may be purchased by another tender or from the next higher Tenderer who has offered to supply these items. The damages and losses caused to KSTP in this regard will be recovered from the defaulted Tenderer.
8. *Notice:* Every notice hereby required or authorized to be given to the Supplier personally or left at his residence or last known place of residence or last known place of abode or business, or may be handed over to his agent

personally or may be addressed to the Supplier by Post at his usual or last known place of abode if so addressed to the Supplier and posted shall be deemed to have sufficiently served on the Supplier on the date which the ordinary course of mail would reach his place of abode or business.

9. *Standards:* The Tenderer shall undertake to supply the materials as per the latest relevant IS, specifications and samples.
10. *Deviations:* The Specifications mentioned in the Tender documents are for the guidance of the Tenderer. Deviations from specifications will be considered on their relative merits in terms of performance, efficiency, durability and overall economy, but these should be in consistence with the requirement specified herein and should not be repugnant to the relevant IS.
11. *Firmness of Prices:* Prices quoted shall be firm. No representation for enhancement of rates once accepted will be considered.
12. Telegraphic/Fax quotations will not be considered for evaluation and award.
13. *Price Split up:* The prices quoted shall indicate clearly, the Ex-Works Price, all taxes, duties, packing and Freight & Insurance charges etc. which may become payable, by the Supplier under the existing or future laws or rules of the country of origin or supply during the course of execution of the Contract. In the absence of specific stipulation to the contrary in the Tenders, it will be assumed that the prices quoted are inclusive of all such Taxes, Duties, packing, Freight & Insurance charges etc. Extra claims therefore will not be entertained. The ruling rates of taxes and duties and other items as above, as applicable shall be stated in the Tender.
14. *Validity of the Offer:* The Offer shall remain valid for a period of 3 months from the date of Tender opening.
15. *Terms of the Offer:* Special conditions if any, mentioned in the offer by the Tenderer or in any other communication from him, repugnant to the clauses in this Tender will not be applicable to the Contract, unless they are expressly accepted in writing by the Purchaser.
16. *Incidental expenses and Bank charges:* All incidental expenses and Bank charges incurred by KSTP for making payment outside the District in which the claim arises shall be borne by the Supplier
17. *Liability:* Any sums of money due and payable to the Supplier (including Security Deposit returnable to him) under this Contract may be appropriated by the Purchaser and set off against any claim of the Purchaser for the payment of a sum of money arising out of or under any other Contract made by the Purchaser.
18. *Certificate for payment of Sale Tax:* The Tenderer shall furnish the following certificate with their bills for payment
Certified that the goods on which Sales Tax has been charged have not been exempted under Sales Tax Act or the State Sales Tax Act or the rules made there under and the charges on account of Sales Tax on these goods are correct under revision of relevant Act or the Rules made under. Certified further that we (or our Branch or Agent) are registered as dealers in the State of..... under Registration No.
..... for purpose of Sales Tax.

19. *Alteration in Quantity:* There may be slight change in the quantities mentioned in the Tender schedule.
20. *Packing:* All materials to be supplied should be packed safely in suitable packages before dispatching to the respective consignee. The packages shall be sufficiently strong to withstand damages even on rough handling in transit.
21. *Consignee:* The materials need to be delivered to ***the proposed site as directed by the Executive Engineer, KSTP Kannur Division.*** Executive Engineer's authorised representative will certify the receipt of goods as per specification with the help of electrical consultant.
22. *Item to Quote:* The Tenderer can quote for any or all of the items of the Tender Schedule furnished in the Tender.
23. *Delivery: 'TIME' is the Essence of this Contract.* The materials shall be **Door delivered** positively within the period specified in the Tender. Failure to supply all the items within the delivery period will be construed, as the breach of the entire Contract and action will be taken accordingly.
24. *'ISI' Marking:* Items bearing 'ISI' marking will only be preferred.
25. The General Conditions of Contract, Instruction to Tenderers and Technical Specifications shall govern the Tenderers for the Supply of materials.
26. *Replacement of Rejected Materials:* Rejected materials will have to be replaced by the supplier immediately. If the replacement is not effected within 7 days the rejected material should be taken back with immediately, failing which KSTP will be at liberty to dispose of the rejected material without any notice. No claims by the supplier will be entertained on account of the disposal. KSTP also reserve the right to recover from the concerned supplier any loss sustained by KSTP due to the delay in clearing the rejected materials by the supplier and inconvenience caused to the KSTP.

Covering Letter

To

The Project Director

Kerala State Transport Project II (KSTP)
Project Management Team
T.C.11/339, JAGAD Building
Keston Road, Nanthancode, Kowdiar.P.O
Thiruvananthapuram - 695003

Sir,

1. I/We, do hereby tender to Supply the materials enumerated in the accompanying Tender Schedule in accordance with the terms and conditions of the Tender Document.
2. I/We further agree to complete the whole Supply within 10 days from the date of Supply order.
3. I/We agree to accept and carryout such portions of Supply included in my/our tender as may be allotted to me/us.
4. Bid Security of Rs. (Rupees Only) is enclosed herewith as Demand Draft No. of

Signature of the Tenderer
Name of Tenderer
Full Address
.....
.....
.....

Enclosures:

1. Demand Draft in lieu of Bid Security,
2. Tender Schedule,
3. Statement of Deviations,
4. General Conditions of Contract,
5. Tender Agreement

Date of Submission of Tender Form

**Tender Schedule for the Supply of A Pole for Kasargod – Kanhangad Road, Pilathara – Pappinassery Road
and Thalassery – Valavupara Road.**

Sl No	Particulars of Materials	Unit	Quantity tendered Unit	Quantity offered Unit	Ex-Works Unit Price in Rupees	Excise Duty in Rupees	Sales Tax in Rupees	Freight and Insurance in Rupees	For Destination * Door Delivery Price in Rupees.	
									Unit Price	Total Price
1	Supply of 11M length 'A' type Pole Structure made out of M.S. Angles of size 65x65x8mm and braces using 50x50x6mm or the nearest size	Nos	45							

****delivery at Proposed site at Kasargod - Kanhangad Road, Pilathara – Pappinassery Road and Thalassery – Valavupara Road as directed by the Executive Engineer, KSTP, Kannur Division including loading & unloading***

Total amount in figures Rs.

Total amount in words Rupees

Supplier

General Conditions of Contract

Sealed competitive Tenders are invited for the supply of materials as specified in the Tender Schedule.

1. *Submission of Tender:* The Tender should reach the undersigned before the dead line fixed in the Tender Notice for submission, in the prescribed form which can be obtained from the Office of the Project Director, Kerala State Transport Project, TC 11/339, JAGAD Building, Keston Road, Nanthancode, Kowdiar P. O., Thiruvananthapuram, KERALA STATE PIN: 695 003, India. *Tenders that are not in the prescribed form are liable to be rejected.* Incomplete or unsigned Tenders will not be considered for evaluation and award. *The tenders should be forwarded to the Project Director, Kerala State Transport Project, TC 11/339, JAGAD Building, Keston Road, Nanthancode, Kowdiar P. O., Thiruvananthapuram, KERALA STATE PIN: 695 003, India. - hereinafter referred to as K S T P or Purchaser – in a sealed envelope with the Tender No. superscribed thereon.*
2. *Purchase of Tender Form:* The Tender Form can be purchased on payment of Rs. 5000/- by *Demand Draft payable at Trivandrum in favour of the Project Director, Kerala State Transport Project.* The cost of the Tender Forms once paid is not refundable, and the amount cannot be adjusted towards the cost of any other Tender Forms. The Tender Forms are not transferable. Requisition for Tender Forms should be made in writing, stating clearly the Tender number and names of materials for supply.
3. *Rate to quote:*. The column in the Tender Schedule specifying the Total Price should also be filled up correctly.
4. *Bid Security:* Every Tender should be accompanied by Bid Security for a value of 2.5 % of the total cost of the materials tendered for. The Bid Security may be furnished as Demand Draft in favour of the Project Director, Kerala State Transport Project, payable at Trivandrum. Tenders with insufficient Bid Security are liable to be rejected. The Bid Security of the unsuccessful tenderers will be returned as soon as possible, after finalization of the Tender. The Bid Security furnished by the successful tenderer will be adjusted towards Security Deposit for the satisfactory fulfillment of the contract. No interest will be paid for the Bid Security or Performance Security.
5. *Acceptance of Tender:* The acceptance of the Tender rests with the Project Director, Kerala State Transport Project who does not bind himself to accept the lowest or any Tender, but the Tenderer on his part, should be prepared to carry out the Supply Order in respect of such portion of the Supplies included in his Tender as may be allotted to him. In any case, the decision of the undersigned shall be final and no correspondence shall be entertained as to why a quotation was not accepted or why only a portion of the items was ordered for etc
6. *Contract Agreement:* The successful Tenderer shall execute an agreement in Kerala Stamp Paper valued Rs. 50 in the form prescribed by Kerala State Transport Project as per the specimen given, for the due fulfillment of the contract within the days specified in the Instruction to Tenderers.

7. *Performance Security:* Before signing the Contract Agreement, the Successful Tenderer shall deposit a sum equivalent to 5% of the value of the Contract for the satisfactory fulfillment of the Contract as Performance Security. The Performance Security shall be remitted in the manner specified in the Instructions to Tenderers.
8. *Liquidation of Damages:* In the event of default to supply by the Supplier as specified and as per the Contract Delivery Period, the Security Deposit will be forfeited.
9. *Jurisdiction of Court:* The Court situated at the Place where the Head Quarters of the Kerala State Transport Project, viz., Trivandrum alone will have Jurisdiction to entertain Civil Suits pertaining to this Contract.

Statement of Deviations

Name of Work: Supply of A Poles

Tender No.

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From

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To

The Project Director
Kerala State Transport Project II (KSTP)
Project Management Team
T.C.11/339, JAGAD Building
Keston Road, Nanthancode, Kowdiar.P.O
Thiruvananthapuram - 695003

Sir,

In respect of whatever has been stated to the contrary anywhere else in our offer, only the following are the Technical and Commercial deviations and variations from the specifications and documents of the subject Tender. These deviations and variations are exhaustive. Except for these deviations mentioned herein, the entire materials tendered are as per the specifications of your Tender Documents.

Further I/We agree that additional/different conditions if any found in the offer other than those stated below, except pertaining to any rebates/reductions to KSTP offered in cost shall not be given effect to unless expressly agreed upon by you.

I/We also certify that financial implications of these deviations to be withdrawn have also been furnished.

Signature of Tenderer

Seal

Tender Agreement

Date:

Tender No. PWD/KSTP/PMT/353/12 dated 14/06/13

To

The Project Director
Kerala State Transport Project II (KSTP)
Project Management Team
T.C.11/339, JAGAD Building
Keston Road, Nanthancode, Kowdiar.P.O
Thiruvananthapuram – 695003

Sir,

Having examined the Conditions of Contract and Specifications, we the undersigned, offer to supply and deliver in conformity with the said conditions of contract and specification for the sum of or such other sums as may be ascertained in accordance with the Tender Schedule attached herewith and made part of the Bid.

We undertake if our Bid is accepted, to complete the delivery of all the items quoted by us within 10 days from the date of your Firm Order.

If our Bid is accepted, we will furnish a Performance Security in lieu of the proper performance of the Contract, equivalent to 5% of our Contract Price.

We agree to abide by this Bid for a period of 1 month from the date of Tender opening, and it shall remain binding on us for acceptance by Kerala State Transport Project, at any time before the stipulated expiry.

Until a formal Contract is prepared and executed, our offer as per the Price Bid shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any other bid you may receive.

Dated this Day of

Signature

In the capacity of

Authorized to sign the Bid for and on behalf of

.....

Witness:-

Signature

Name and Address