

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT  
15, स्ट्रैंड रोड, कोलकाता -700001  
15, Strand Road, Kolkata - 700001

NIT No.: KOPT/KDS/CIV/T/1922/35 Dt. 06.12.13

NOTE: Last Date of Purchase of tender documents : 06.01.14 (up to 12 noon)

Tender is due for submission by 3:00 P.M.  
On 07.01.14

Techno commercial Bid

\*\*\*\*\*  
Thorough repairs including plumbing, sanitary and painting to inside of Class-III & Class-IV New Howrah Bridge Quarters (N.H.B.Q) of Kolkata Port Trust.  
\*\*\*\*\*

Dated :  
15, Strand Road,  
Kolkata- 700 001.

ए .के. मेहेरा / A.K. Mehera  
मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT

No.: KOPT/KDS/CIV/T/1922/

Dated 06.12.2013

---

---

---

**NIT No.: KOPT/KDS/CIV/T/1922/35 Dt.06.12.13**

**Thorough repairs including plumbing, sanitary and painting to inside of Class-III & Class-IV New Howrah Bridge Quarters (N.H.B.Q) of Kolkata Port Trust.**

Sealed tenders are invited from bonafide, resourceful, experienced and reputed firms for the subject work of estimated amount of **Rs. 15,29,491.56** [approx] as per following Prequalification Criteria on Percentage above / below /at Par basis on estimated rates / amount as shown in the Bill of Quantities in accordance with this Notice Inviting Tender, the General Conditions of Contract, enclosed Instruction to Tenderer, Special Conditions of Contract, Technical Specifications for this Work and Bill of Quantities.

**Prequalification Criteria:**

1. A) Tenderer should have successfully completed similar works like Construction / repairing of building or shed or godown or Industrial structure or boundary wall during last **7[seven] years** ending last day of month previous to the one in which applications are invited should be either of the following :

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated amount put to tender.

b) Two similar completed works each costing not less than the amount equal to 50% of the estimated amount put to tender.

c) One similar completed work costing not less than the amount equal to 80% of the estimated amount put to tender.

B) The average Annual Financial turnover of the intending tenderer during the last **3 years** ending **31<sup>st</sup> March** of the previous financial year should be at least 30% of the estimated amount put to tender.

C) Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

2. Each tenderer shall have to deposit a sum of **Rs. 31,000.00 (Rupees thirty one thousand only)** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order drawn** in favour of **"KOLKATA PORT TRUST"** on any Scheduled Bank payable at Kolkata **without which no tender will be considered**. The Bankers' Cheque / Demand Draft / Pay Order should be submitted together with the sealed tender in a separate envelope. Only those tenders submitted along with the Earnest Money shall be opened.

3. The amount of Earnest Money will be refunded or released to the unsuccessful tenderer without **interest**, after the selection of a successful tenderer and in the case of the successful tenderer this amount will be adjusted against the **Security Deposit**. If any tenderer withdraws his tender before **4(four) months** from the date of opening of the tender (techno-commercial bid), the Earnest Money Deposit will be forfeited by the Trustees.

4. It is impressed upon the tenderer that his tender should be based on the Conditions stipulated in the tender document and that the tenderer should not stipulate his own condition in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tenders and it will be difficult to make assessment of the correct value of the tenders for purposes of comparison. In that event tender may be considered incomplete and may be rejected.

5. Materials, except departmental materials if any, required for the work shall be procured and supplied by the successful tenderer and shall be of the best and approved quality and should comply with the relevant **I.S. / I.R.C./MOST** or other relevant Specifications.

6. The tenderer must fill in **Schedule 'O'** with full particulars of similar works carried out by them previously and submit in **Schedule 'T'** the details of technical set up of the Company and the technical Personnel who should be looking after the works.

7. The tenderer shall include in their prices sums payable as Taxes **Particularly, VAT, Royalty or** otherwise to the **Government or Public Bodies or Individual** and such taxes shall not be an extra charge payable by the Trustees'.

8. "As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under 'Reverse Charge Mechanism' as per Service Tax Law. The service provider is liable to recover service tax as applicable. Reimbursement of service tax will be made to the contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994"

However the contractor is liable to pay the Service tax element at applicable Govt. rate fixed by the government time to time against L.D, damaged, penalty, land rent, electricity charges etc. same will be deducted from his bill when sent to finance department for payment.

9. i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) In case they are covered under ESI Act they have to furnish the details of registration, failing which their tender would be liable to be cancelled.

iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an **affidavit** in original **affirmed before a first class Judicial Magistrate** in a Non-Judicial Stamp Paper worth **Rs. 10.00** to that effect as per enclosed KoPT approved format. (**Format of affidavit is enclosed at the end of the techno-commercial Bid**).

Regarding submission of Affidavit, the **stamp paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit**. The bidder may purchase stamp-paper prior to the publication of tender but **the Affidavit must be sweared after the date of hoisting/publication of NIT**.

iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth **Rs. 50.00**. (**Format of indemnity Bond is enclosed at the end of the techno-commercial Bid**).

10. The intending tenderer should submit performance certificate/credential of works as per the enclosed Proforma of Ko.PT. (**Format of performance certificate/credential of works is enclosed at the end of the techno-commercial Bid**).

11. The tenderer shall submit certified copy of the **Certificates of VAT Registration No.** and also declare their **Permanent Income Tax Account No.** in the last page of the B.O.Q.

12. The successful tenderer shall be required to execute a **Contract Agreement** to be prepared in the form annexed to the **General Conditions of Contract** together with such modifications as may be necessary within a month from the date of placement of Work Order. He is required to submit **6(six)** Copies of all documents, correspondence and connected papers etc., as detailed in the **Form of Contract Agreement** prepared on **Non-Judicial Stamped Paper** of requisite denominations all at his own cost.

13. The tenders[**Both Techno Commercial Bid & Price Bid**] shall be submitted in sealed covers superscribed the name of work to the **Chief Engineer's Office, Kolkata Port Trust, 15, Strand Road, Kolkata- 700 001(India)** by **3 P.M. on 07.01.2014**. After that no tender will be accepted. Last date of purchase of Tender documents on **06.01.2014[up to 12 Noon]**.

14. Among the duly submitted proper tenders in which only **Techno Commercial Bid** would be opened at the office of the undersigned shortly after **3 P.M. on 07.01.2014**. Date of opening of the **Price Bid** of the Prequalified bidder will be intimated later on. If any tenderer or his duly authorised representative wishes to be present at the time of opening of the tenders, he may do so. In the event of any unforeseen circumstances

such as Natural Calamities, Strikes, Bandhs, Holidays etc. on that day, the tenders may be submitted by **3 P.M.** on next working day to be opened shortly thereafter.

15. The undersigned does not bind to accept the lowest or any offer / tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.

16. Tender documents shall be issued from the office of the Chief Engineer at 15, Strand Road, Kolkata-700 001. The Tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer at 15, Strand Road, Kolkata-700 001 a sum of **Rs.1500/- [Non-refundable]** towards cost of Tender documents.

17. Tenderer may also submit the tender getting down loaded from the Web site of Kolkata Port Trust. In that case the bidding party shall have to pay the amount of **Rs.1500/- [Non-refundable]** towards the cost of bid document by draft or Bankers' Cheque drawn in favour of "**KOLKATA PORT TRUST**" at the time of submission of tender documents.

18. "Micro and Small Enterprises firms registered with National Small Industries Corporation (under single point registration scheme) shall be exempted from payment of cost of Tender Document and depositing Earnest Money, for which copy of valid National Small Industries Corporation certificate is to be attached."

19. The tender shall be submitted in one sealed envelope superscribing the name of the work which shall **contain three sealed envelopes, Marked -A, Marked-B and Marked -C** stating clearly in the top envelope that envelope contains three envelopes **Marked -A, B and C** separately in sealed condition.

20. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.

21. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

22. Once a Bid is submitted, it will not be allowed to revise even if the date of submission is extended.

**The sealed envelope Marked - A shall contain:**

a) Demand Draft/Pay Order against Earnest Money Deposit in original and TR/ Money Receipt /Demand Draft/Pay Order towards cost of tender documents.

b) If downloaded from Website, Demand Draft/Pay Order against Earnest Money Deposit in original and Demand Draft/ Pay Order towards cost of tender documents.

**The sealed envelope Marked - B {Techno-commercial Bid} shall contain:**

a) The Techno commercial Bid duly signed and sealed on every page with duly filled in 'Schedule -T' and 'Schedule- O' of Techno commercial Bid without any price bid therein.

b) The General Conditions of Contract of KoPT duly signed and sealed on every page.

c) Certified copies of the documents in support of experience/performance certificate/credential of works as stated in Pre-Qualification criteria vide Cl.No.1 (A) & 10 above.

d) Certified copies of PAN Card.

e) Certified copies of Certificates for VAT Registration No.

f) Certified copies of ESI Registration Certificates or the original copy of Affidavit and Indemnity Bond as per clause no.9 above.

g) Last three years balance sheet and profit & loss account in support of Annual Financial turnover as per clause no.1 (B) above.

**The Sealed envelope Marked-C [Price Bid] shall contain:**

a) Preamble to Bill of Quantities

b) The Bill of Quantities duly filled in.

c) The Form of Tender duly filled in as enclosed in the tender document.

d) All the pages of Price Bid should be duly signed and sealed.

**Enclo:** Instructions to Tenderer, Scope of Work &

Special Conditions of Contract, Schedule 'O'  
and Schedule 'T', Format of Indemnity Bond,  
Format of Affidavit.

**Techno Commercial Bid**

Preamble to Bill of Quantities and Bill of Quantities,  
Form of Tender.

**Price Bid**

ए .के. मेहरा / A.K. Mehera  
मुख्य अभियंता / Chief Engineer

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT

Thorough repairs including plumbing, sanitary and painting to inside of Class-III & Class-IV New Howrah Bridge Quarters (N.H.B.Q) of Kolkata Port Trust.

**INSTRUCTION TO TENDERERS**

- 1 The subject work is required to be carried out with high degree of precision, supervision, quality control and construction techniques. The tenderers are, therefore, required to go through all the provisions of the tender document including **Special Conditions / Instructions and Bill of Quantities** before filling the tender. In the event of contradiction between either of the two documents; Special **Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supersede **General Specification**.
2. The tenderers shall inspect the site and its neighbourhood and acquaint themselves with actual working condition. Accessibility of the site, source of water and electricity, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the tender. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the **Senior Executive Engineer (Kolkata)** at his office at **15, Strand Road, Kolkata- 700 001** during office hours.
3. Tenderers' attention is drawn to **Clause 3.4, 3.5, 3.6** of the **General Conditions of Contract** regarding **Earnest Money** and **Security Deposit** prescribed in the tender and **Clause 8.0** regarding **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract**.
4. The Tender / Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender (techno-commercial bid).
5. The Engineer reserves the right to delete any item of work or introduce any new item during execution of work, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Technical Specification** or introduce any new modification for any particular item of work or for the scheme as a whole during execution of work.

6. The tenderer is to work out his rates at **Percentage above par / below par / at par basis** taking into account the full details of works.

7. The tenderer must fill in the **Form of Tender**.

#### **8. Taxes and Duties:**

The rate quoted by the tenderer should be considered to complete the work in all respect and should include all taxes, octroi, surcharge etc. payable to Government or any other concern (excluding service tax) and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances

#### **9. Rate for payment against extra Items:**

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; otherwise,

- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.
  - a) Cost of materials consumed including transport and wastage, plus
  - b) Cost of labour actually engaged in the works, plus
  - c) Taxes and Duties as applicable, plus
  - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.
- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

#### **10. Working Period:**

**As the work is urgent in nature, the work may be carried out round the clock, if necessary, including on Sundays and Holidays with prior permission of the Engineer -in Charge without any extra cost.**

#### **11. Time of Completion:**

The work is required to be completed within **6 (Six) months** from the date of placement of Work order/ LOI.



## **12. Escalation:**

No escalation variations on the prices of **labour, materials and POL** will be entertained and thus the rate should be quoted with due consideration of the same.

## **13. Suspension of Work / Idle time:**

The matter shall be decided by the **Clauses** as stipulated in **General Conditions of Contract vide** Clause No.5.11 and other relevant Clauses in this respect. No idle charges on any account like labour and establishment whatsoever due to any reason thereof will be entertained by the Trustees.

## **14. Water:**

i) Water required for construction work will have to be arranged by the Tenderer at their own cost.

ii) KoPT will arrange to provide a source of supply for drinking water at a suitable point free of cost from where the contractor may draw a line for purpose of drinking water only.

Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.

iii) In any case Dock water will not be allowed to be used for any work including curing.

## **15. Power Supply:**

If possible a supply of power shall be made available at required points on payment of usual charges to the Trustees' as per the KoPT Rules. However, it is to be noted that in the event of KoPT fails to make available supply of powers, the Contractor shall have to make his own arrangement for the supply of power at no extra cost to the Trustees'.

## **16. On A/C. Payments for measurement work:**

Tenderers attention is drawn to Clause 6 of the General Conditions of Contract on the relevant subject. The Engineer shall hold sole discretion as regards to release of on A/C. Payment.

**17.** The successful tenderer will be required to comply with the relevant provisions of Building and other constructions workers (Regulation of Employment and Conditions of Service)Act.1996 and West Bengal building and other constructions workers (Regulation of Employment and Conditions of Service) Act.2004 as well as Building and other constructions workers' Welfare Cess Act.1996 and the rules framed there under.

**18.** An amount of **Cess** calculated at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

**19.** If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

**20.** While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be rejected.

**21.** The work is to be carried out without causing any hindrance to the operational work of the Marine Department/and other departments in the area under work. The tenderer will provide in his rate due allowance for precautionary measures as well as for any possible interruption due to traffic operation.

**22.** Bidder shall not use 'White Ink' for correction at any place of the tender paper.

**23.** Non-conformation to the instruction at Point No. 22 above shall be treated as non-responsive and hence, may disqualify the tender.

#### **24. Clarification of Bids:**

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

\*\*\*\*\*

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT

Thorough repairs including plumbing, sanitary and painting to inside of Class-III & Class-IV New Howrah Bridge Quarters (N.H.B.Q) of Kolkata Port Trust.

**Scope of Work**

The work comprises of execution of different items of work as described and set forth in attached Bill of Quantities and as per Special Conditions of Contract, Technical Specification of works, Specification for materials & workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract and as per direction and up to satisfaction of the Engineer.

The intending tenderer shall inspect the site of work in consultation with the Senior Executive Engineer (Kol) and acquaint him with the nature of work before preparing his tender. His attention is drawn to Clause No. 3.1 of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained. Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:-

- a) Provide all materials, supervision, services, scaffolding, shoring, strutting, form work, reinforcements, vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.
- b) To exercise rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.
- c) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained including all appurtenant works as described and set forth in **Bill of Quantities, Special Conditions of Contract, Technical Specification of works, Specification for materials & workmanship** with all additional or varied works which may thereafter be required in accordance with **Clause 7 of General Conditions of Contract** and as per direction and up to satisfaction of the Engineer.

The intending tenderer shall inspect the site of work in consultation with the **Senior Executive Engineer, KOL** and acquaint himself with the nature of work before preparing his tender. His attention is drawn to **Clause No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

Unless otherwise specified, the work to be provided for by the contractor shall include but not be limited to the following:-

- a) Provide all materials, supervision, services, scaffolding, shoring, strutting, form work, reinforcements, vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.
- b) Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done including storage of materials, fencing etc., as well as sequence of construction and all other details as may be required by him.
- c) To exercise rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.
- d) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

\*\*\*\*\*

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT

**SPECIAL CONDITIONS OF CONTRACT**

**1) General :**

Except where otherwise stated or approved by the Engineer, Relevant Indian Standard Specifications (latest edition), Road Congress Specifications (latest edition) shall be complied with in respect of materials, workmanship and method of measurement etc. The Special Condition of Contract are part of the tender documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, General specification for materials and workmanship, drawing, Bill of Quantities and other instructions to the tenderer herein in the tender document forming part of the contract.

**2) Project Information:**

- |      |              |  |
|------|--------------|--|
| i)   | Owner:       | KOLKATA PORT TRUST   |
| ii)  | Title:       | Thorough repairs including plumbing, sanitary and painting to inside of Class-III & Class-IV New Howrah Bridge Quarters (N.H.B.Q) of Kolkata Port Trust. |
| iii) | Location:    | Near Howrah Bridge.  |
| iv)  | Road access: | Rabindra Setu Road   |

**3) Work Site:**

The work site is located at Rabindra Setu Approach. Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Senior Executive Engineer (Kolkata)** at his office at 15, Strand Road, Kolkata - 700 001 in order to make the site inspection along with his representative.

#### **4) Sufficiency of Tender:**

- i) The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.
- iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.
- iv) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the tenderer.

#### **5) Responsibility of the Contractor for methodology of works:**

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.
- iii) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

#### **6) Quality Control:**

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work.

The quality control function shall include but not be limited to the following items.

**a) Sampling and Testing of Construction Materials:**

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer.

**b) Sampling and Testing of work at various stages of construction:**

Essentially to be carried out in the field, unless permitted otherwise by the Engineer.

**7) Setting out of work and initial measurements:**

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

**8) Method of Measurement:**

The Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.

**9) Codes and Standards:**

All works under this specification will be executed according to the spirit of this technical specification. Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the Indian Road Congress (IRC) / Indian Standard (IS) Specifications and International Code of Practice will be followed. The Contractor shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

**10) Materials & Workmanship:**

All materials, unless otherwise mentioned, shall have to be procured by the successful tenderer and supplied for incorporation in the permanent and temporary works or elsewhere as required, all at his own cost, superintendence and management. All materials and workmanship shall be the best if the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from

time to time to such tests as the engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places, including any approved testing laboratory.

**11) Safety:**

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations shall be strictly observed and safety officers of the KoPT accorded all facilities for inspection of the Works, Plants & Equipments etc, whenever so required. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost. The Contractor shall provide lights and signals at his own cost. Lights shall be so placed or screened so as not to interfere with any navigational light or signal or other marking.

**12) Programme and Progress:**

The contractor shall submit a detailed programme of work within 7 **[seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

**13) Temporary Works:**

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be



quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

**14) Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:**

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

**15) Protection of existing services:**

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

**16) Cleaning during execution and after completion:**

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his

works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to KoPT stores/yards, dispose of the debris/dismantled unserviceable materials beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

**17) Contractor to execute Contract Agreement:**

The contractor after acceptance of his tender, shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Traffic Manager's Department and the Chief Mechanical Engineer's Department while executing the works. The Senior Executive Engineer in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned Senior Executive Engineer of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The Senior Executive Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Senior Executive Engineer should be informed promptly.

#### 18) Discrepancies in Contract Documents:

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of discrepancies; the **Specifications and Bill of Quantities** shall prevail over **signed drawings**, **Bill of Quantities** over the **Specifications**, **Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's decision on this matter however, shall be final and binding and the Tenderer's attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specification and any other details drawings which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

#### 19) Employment of Local Resources:

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers, labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

#### 20) Calcutta Port Trust:

The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**".

#### 21) Workmen and Wages:

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the "Schedule-T" of the Contract.**

#### 22) Defect Liability Period:

The defect liability period for the work is **1(one) year** from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19<sup>1</sup>/<sub>4</sub> % departmental charges will be recovered from the security deposit or any other dues of the contractor.

### 23) Port Area Obligations:

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractors plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "Restricted Area". The contractor shall suitably fence the area that may be allotted to him inside the "Bonded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies.

The contractor shall, abide by all the regulations and rules of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the KoPT.

### 24) Bank Guarantee in lieu of Cash Security Deposit:

Security deposit shall be recovered from the On A/C. Bill as per **Clause - 3.4 and 3.5 of General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

### 25) Dewatering:

If water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, pumpings or bailing out and the excavated and prepared surfaces of each layer shall be kept dry as directed by the Engineer. No extra payment will be made for such dewatering.

### 26) Test Equipments:

The Contractor shall provide at his own cost all necessary equipments and all necessary facilities for such testing which by the nature of work will have to be done at Site. It may be noted that the equipments are to be provided and testing carried out as per direction of the Engineer without any reservation and at the cost and expenses of the Contractor.

Except otherwise stated in the Bill of Quantities any other testing of materials or workmanship desired by the Engineer shall have to be carried out by the Contractor at his own cost.

### 27) Materials and Testing:

The contractor shall make his own arrangement for supplying all materials at site. Materials supplied by the contractor shall essentially conform to the relevant Indian

Standard. Materials thus supplied shall be subject to testing by the Engineer at his discretion. Contractor shall make all arrangement for collection of samples, transportation of such samples and depositing them with the test laboratory as directed by the Engineer and also to deposit with the necessary laboratory charges for testing. Cost of such testing will be entirely borne by the contractor unless otherwise stated in the B.O.Q. In the event of material being found substandard, the contractor shall arrange for immediate removal of such materials from the work site at his cost.

**28) Dock Permit:**

For works inside the Docks, Dock permit required for men , materials, vehicles and equipments etc. are to be procured by the successful tenderer **at free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge of Rs. 3.50 P will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT.

29) The work has to be carried out in an operational zone. The tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

30) Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the departmental store /sales yard/other sites by the successful tenderer at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions /directions of Engineer-in-Charge and no extra cost will be entertained for this.

31) **Measures against pollution:** - The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

\*\*\*\*\*

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT

**SCHEDULE - "T"**

The tenderer shall submit below the particulars of  
Technical set up of company and also indicate the  
Technical personnel who will be looking after the works.

Name of Technical personnel	Position held	Qualification	Period of service with the company

Dated, the .....2014. (Full Signature of the Tenderer)

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
सिविल इंजीनियरिंग विभाग  
CIVIL ENGINEERING DEPARTMENT

**SCHEDULE - "O"**

Tenderers must fill in the undernoted columns:

Sl. No.	Full Particulars of similar works carried out by tenderer	Amount of work	Completion time as stated in tender	Actual Completion time	Name & Address of authorities for whom work was carried out	Name & Address to whom references can be made

## SCHEDULE -“O” Sheet - 2

The tenderers are also requested to furnish the following particulars

### (A) In case of a Limited Company

1. Name of the 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 desired to be stated	
5. Name, address and other necessary particulars as to Managing Agents if any appointed by the Company	
6. Copies of Memorandum, Articles of Association (with the latest amendments if any)	
7. Copies of audited Balance sheets of the Company for the last three years	

### (B) In case of a Firm:

1.Name & Address of the firm	
2. When business started	
3.If registered, a certified copy of the certificate of Registration	
4. certified copy of the Deed of Partnership	



5. Full Name & Address of each of the partners and the interest of each partners in the partnership, any special particulars as to partners if desires to be stated.	
6. Whether the firm pays income tax over Rs.10, 000/- per year.	
7. Copies of audited Balance sheets of the Company for the last three years	

**(C) In case of an Individual:**

1. Full name & address of the tenderer, any special particulars of the tenderer if desired to be stated.	
2. Name of the father of the tenderer	
3. Whether the tenderer 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, address etc. of such persons and the nature of such interest.	
6. Whether the firm pays income tax over Rs.10, 000/= per year.	
7. Copies of audited Balance sheets of the Company for the last three years.	

Dated, the.....2014.

( Full Signature of the Tenderer )

[Format of Affidavit]

On the Rupees Ten Non-Judicial Stamp Paper.

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT .....

AFFIDAVIT

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

1. **THAT** I am the proprietor/Partner 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).

2. **THAT** my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.
3. **THAT the present affidavit is to be files before the Kolkata Port Trust as per the Clause No.8 of the Tender No. KOPT/ KDS/ CIV/ T/1922/35 dt.06.12.13 issued by Kolkata Port Trust in respect of the work “Thorough repairs including plumbing, sanitary and painting to inside of Class-III & Class-IV New Howrah Bridge Quarters (N.H.B.Q) of Kolkata Port Trust.”**

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

**DEPONENT**

**Identified by me**

**[Format of Indemnity Bond]**

**On the Rupees Fifty Non-Judicial Stamp Paper.**

**INDEMNITY BOND**

By THIS BOND I, Shri/Smt....., son of  
Shri/Smt .....Residing at .....  
..... by occupation ..... the Partner/Proprietor/Director  
..... having office at ....., am a  
tenderer under Civil Engineering Department, Kolkata Port Trust (A statutory  
Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Civil Engineering Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accident occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the **NIT No. KOPT/ KDS/ CIV/ T/ 1922/35 Dt.06.12.13**
4. AND the Contractor hereunder agree to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I, ....., the Partner/  
Proprietor/Director..... hereto set and seal this the  
..... Day of ..... in the year .....at .....

**Signature of the Indemnifier**

**Sureties:**

**1. Signature:**

Name:

Address:

**2. Signature**

Name:

Address:

**Witnesses:**

**Signature**

Name:

Address:

**(Proforma of Performance certificate/credential of works)**

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.):  ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	