



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST

सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन

Civil Engineering Department / Railway Division
51, C.G.R. Road, Kolkata – 700 043

Tender Notice No. Rly/ Tender/ 03

Dated: 11.07.2016

Name of Work:	Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order.
e-tender No.:	KoPT/Kolkata Dock System/CE/43/16-17/ET/121
Estimated amount:	Rs. 4,11,420.00
Earnest money:	Rs. 8,250.00
Cost of tender papers:	Rs. 300.00
Time of completion:	1 (one) year from the date of placement of order.
Mode of tender:	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com/ eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
Date of e-submission:	22.07.2016 up to 3:00 PM.
Tender authority:	Superintending Engineer, Railway, Kolkata Port Trust, 51, C.G.R. Road, Kolkata – 700043.

Sd/-

अधीक्षण अभियंता, रेलवे
Superintending Engineer, Railway

Copy to the Director (P&R) along with all tender documents by web mail for insertion in Kolkata Port Trust website. Downloading of the tender shall be blocked at 3.00 pm on **22.07.2016**.

Copy to the FA&CAO for favour of information.

Copy to the Chief Engineer, for favour of information.

Copy to the Superintending Engineer, Kolkata/ KPD/ NSD/ South/ RS/ Dev/ RT/ Contract/ Environment for circulation/ display in departmental notice boards please.

Copy to H.C. for Notice Board display.

TENDER DOCUMENT

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
 सिविल इंजिनियरिंग विभाग/ रेलवे डिविशन
Civil Engineering Department/ Railway Division
 51, C.G.R. Road, Kolkata – 700 043

e-tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from resourceful, bonafide and registered contractors of KoPT with required experience and financial capabilities as per prequalification criteria stipulated in tender document for ***"Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order"*** as per Bill Of Quantities. Bid document may be seen from MSTC website www.mstcecommerce.com. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website as well as KoPT website.

Bidders will have to participate in bidding process through MSTC website only.

SCHEDULE OF TENDER (SOT)

1) Tender No.	Rly/ Tender/ 03 dt. 11.07.2016
2) Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through www.mstcecommerce.com / eprochome KoPT of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3) e-tender No.	KoPT/Kolkata Dock System/CE/43/16-17/ET/121
4) Date of NIT available to parties to download	11.07.2016
5) Pre-Bid Meeting date & Time	No pre-bid meeting
6) Pre –Bid Meeting closing date & Time	Not applicable.
7) a) Estimated cost of work	Rs. 4,11,420.00 (Rupees four lakhs eleven thousands four hundred twenty only]
b) Earnest Money deposit	The intending bidders should submit Earnest Money of Rs. 8,250.00 (Rupees eight thousand two hundred fifty only) to KoPT as per NIT.
c) Bid document fee	The intending bidders should submit the tender cost (non-refundable) of Rs. 300.00 (Rupees six hundred only) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.
d) Transaction fee	Rs. 237.00 (Including Service Tax & other charges @ 15 % on Service Charge) Payment of Transaction fee by NEFT/ RTGS in favour of MSTC Limited (refer clause. No. 4 of Annexure –A)

8) a) Last date of submission of EMD & Bid document fee at Kolkata Port Trust b) Last date of submission of Transaction fee through RTGS/ NEFT in favour of MSTC Limited, Kolkata.	22.07.16 upto 12.00 Hrs. As in clause No. 4 of Annexure-A.
9) Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/	16.07.2016 (From 11.00 hours onwards)
10) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	22.07.2016 (3:00 pm)
11) Date & time of opening of Part-I and Part-II.	22.07.2016 (After 3:05 pm)

List of Annexures

Important Instructions for e-procurement	:-	Annexure – A
Commercial Terms & Conditions	:-	Annexure – B
Techno Commercial Bid (Cover-I)	:-	Annexure – C
List of Scanned Documents required to be uploaded	:-	Annexure – D
Price Bid (Cover-II)	:-	Annexure – E

Annexure-A**Important instructions for e-tenderers**

This is an e-procurement event of KOLKATA PORT TRUST. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions (Annexure-B) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender for opening of price bid.

1.	<p>Process of e-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/ their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without <i>Digital Signature</i>).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE at www.mstcecommerce.com/eprochome/</p> <p>a) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/ Govt depts → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>b) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact KoPT/ MSTC, (at least one working day before the scheduled time of the e-tender).</p> <p>Contact person (Kolkata Port Trust)/ Dealing Officers' name:-</p> <p>i) S. Roy, Superintending Engineer (Rly), ii) N. Mallik, Ex. Engineer, Gr-I, (Rly) & e-mail: s.roy@kopt.in Ph.: 98362-98683</p> <p>iii) P. Ashtekar, Ex. Engineer, Gr-III, (Rly), e-mail: ap.nathuji@kopt.in</p> <p>Contact person (MSTC Ltd):</p> <p>i) Mr. Arindam Bhattacharjee, Dy. Manager (E-commerce) Mob: 09330102643 Email-arindam@mstcindia.co.in</p> <p>ii) Mr. Sabyasachi Mukherjee, Jr. Manager (E-commerce) Mob: 07278030407 Email: smukherjee@mstcindia.co.in Landline: 03322901004</p> <p>B) System Requirement:</p> <p>a) Windows 98/ XP-SP3 & above/Windows 7 Operating System/ Windows 8/ updated version.</p> <p>b) IE-7 and above Internet browser.</p> <p>c) Signing type digital signature.</p> <p>d) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>[To enable all active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level]</p>
2.	<p>Part-I (Techno-commercial bid) and Part-II (Price bid) will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial formats without any ambiguity.</p>

4.	<p>Special Note towards Transaction fee: Payment of Transaction fee BY RTGS in favour of MSTC Limited. The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below :</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p>Note: The bidders should submit the transaction fee well in advance before the last date of submission (<i>Three working days before the last date of closing of online bidding for the e-tender</i>) of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details : Fax No. : 033- 22831002 Email ids : sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and Kolkata Port Trust (KoPT) will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Bank Draft/Banker's Cheque/ pay Order etc. well in advance and upload the scanned copy of the same.</p> <p>Vendors are instructed to use <i>Upload Documents</i> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <i>Attach Document</i> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email/ phone during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their corporate email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>A) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>B) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.</p>

8.	e-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p>Bidding in e-tender:</p> <p>A) Bidder(s) need to submit necessary EMD, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.</p> <p>B) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>C) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bids through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/ Govt depts. → Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.</p> <p>D) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on <i>run</i>. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/ submit his bid.</p> <p>E) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>a) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>b) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>c) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>d) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.</p> <p>e) It is mandatory that all the bids are submitted with digital signature certificate; otherwise the same will not be accepted by the system.</p> <p>f) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>g) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>h) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.

13.	Kolkata Port Trust (KoPT) has the right to cancel this e-tender without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/mstc of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum/ corrigendum (if any) of tender would be hosted in the e-tendering portal of MSTC as well as KoPT website.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing cost of tender document and earnest money having valid NSIC certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of tender document and full amount of earnest money as per NIT. Otherwise their offer for those items will not be considered.
21.	Copy of valid NSIC certificate for MSEs along with DIC's (District Industries Centre) certificate has to be submitted along with the bid.

Annexure –B

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
 सिविल इंजिनियरिंग विभाग/ रेलवे डिविशन
Civil Engineering Department/ Railway Division
 51, C.G.R. Road, Kolkata – 700 043

e-tender No. **KoPT/Kolkata Dock System/CE/43/16-17/ET/121**
Commercial Terms & Conditions

SL. NO.	TERMS
1.	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2.	EMD & cost of Tender Document to be submitted in the form of Bankers' Cheque/ Demand Draft/ Pay Order drawn in favour of " KOLKATA PORT TRUST " on any Scheduled Bank payable at Kolkata details of which are to be uploaded along with the tender documents (refer clause No. 10 of Annexure-D). The same are also to be physically submitted to the Superintending Engineer, Railway on opening of techno-commercial bid.
3.	Registered tenderers who have already deposited a permanent security with the KoPT under the new rules, shall be bound by the clauses of the General Conditions of the Contract pertaining to earnest money and security deposits for registered contractors.
4.	The tenderers, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit a sum of Rs. 8,250.00 as Earnest Money in the form of Bankers' cheque/ Demand Draft/ Pay order in favour of " KOLKATA PORT TRUST " on any Scheduled Bank payable at Kolkata.
5.	e-tenders submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
6.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate. Copy of valid NSIC Certificate for MSEs along with DIC's Certificate has to be submitted along with the bid.
7.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
8.	The Terms and Conditions of e-tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.

9.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies, the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
10.	If there is any disparity between the quoted rate in e-submitted Part-II and the uploaded Form of tender as well as Filled-in-BOQ the quoted rate of the uploaded document shall prevail over the e-submitted Part-II. If there be discrepancy in quoted 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.
11.	The Trustees' General Conditions of contract, Schedules of rates may be inspected at the office of the Superintending Engineer, Railway's office any day during office hour.
12.	The Contract will include the Client's Bid Documents and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender/ contract.
13.	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
14.	The Trustees are not bound to accept the lowest or any tender and reserve the right to accept a tender in full or in part and/ or reject a tender in full or in part without assigning any reason thereof.
15.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
16.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
17.	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying his men, materials etc. before submission of the e-tender. He may have contact with the Ex. Engineer, Gr-I, (Rly) at the Railway division office at 51, C.G.R. Road, Kolkata-700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this bid document within the quoted price.
18.	The bidder should sign a Declaration of the Bidder and upload the same to denote their mode of acceptance and to submit the same along with his offer.
19.	<p>Validity: The tender shall remain open for acceptance for a period of 4 months from the date of opening of techno-commercial bid.</p> <p>If before expiry of this validity period, the Bidder intends to amend his quoted rate or tender conditions, making them unacceptable to the Trustees and/ or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture/ other actions may be taken at the option of the Trustees/ sanctioning Authority.</p>

20	<p>Non-responsive bidder:</p> <p>The offer/ tender shall be treated as non-responsive, if:</p> <ul style="list-style-type: none"> a) It is not accompanied by requisite earnest money/ respective documents wrt earnest money. b) It is not accompanied by requisite tender paper cost/ respective documents wrt tender paper cost. c) Validity of the offer is less than tender stipulation. d) It does not meet the Qualification Criteria as stipulated in the NIT. e) The bidder submits a conditional offer/ imposes his own terms and conditions/ does not accept the tender conditions completely. f) All the requisite documents are not uploaded. <p>In addition to above, a bidder may be disqualified if:–</p> <ul style="list-style-type: none"> i) The bidder provides misleading or false information in the statements and documents submitted. ii) 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.
21	Orders may be placed in full/ part to the lowest bidder.
22	Price(s) to be quoted should remain firm over the contract period.
23	All taxes & duties as applicable are deemed to be included in the quoted rate except Service Tax.
24	Dock permits: Not applicable.
<p>NB</p> <p>Besides the above conditions, all other conditions as stated in the NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.</p>	

Annexure - C

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन
Civil Engineering Department/ Railway Division
51, C.G.R. Road, Kolkata – 700 043

e-tender No.: KoPT/Kolkata Dock System/CE/43/16-17/ET/121

Tender No.: Rly/ Tender/ 03

dt. 11.07.2016

NOTICE INVITING TENDER

Work Title: - *Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order.*

e-tenders are invited under single stage on two Cover basis (i.e. cover-I – Techno-Commercial part & Cover-II – Price part) from resourceful, bonafide and registered contractors of KoPT with required experience and financial capabilities for the above mentioned work on fulfilling the following pre-qualification criteria:

Pre-qualification criteria for bidders:

1. Tenderer should have experience in providing upkeepment and maintenance services or any other civil engineering construction/ maintenance works and have successfully completed similar works 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.
2. The average Annual Financial turnover of the intending tenderer during the last 3 years ending 31st March of the previous financial year should be at least 30% of the estimated amount put to tender.
3. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification.

Other informations:-

Details of the tender as well as tender documents are available in web site of Kolkata Port Trust website www.kolkataporttrust.gov.in as well as in MSTC and bidders shall have to participate in bidding process through the MSTC website www.mstcecommerce.com only.

Notification for issuance of any Addendum/ Corrigendum to the tender document will be given in web site of Kolkata Port Trust as also in MSTC website and the bidders are requested to check for the same at the website prior to submission of their offers.

e-tenderers are not permitted to alter/ change/ delete/ modify any clause of the tender document downloaded 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 e-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.

In case of unscheduled Holiday/ Bandh or any other unavoidable reason(s) on the date of opening of any part of the e-tender, the same will be opened on the next working day.

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.

Once a Bid is submitted, it will not be allowed to be revised.

Sd/-
S. Roy,
अधीक्षण अभियंता, रेलवे
Superintending Engineer, Railway
KOLKATA PORT TRUST

INSTRUCTIONS TO BIDDER

e-tender for "Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order."

e-tender No.: KoPT/Kolkata Dock System/CE/43/16-17/ET/121

1. **General**

The work as described in the tender shall be executed in accordance with the Trustee's General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill of Quantities. Bidders are advised to visit the site of work prior to submission of their bid. A bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying his men, materials etc. before submission of the e-tender. He may have contact with the Ex. Engineer, Gr-I, (Rly) at the office of the Railway division at 51, C.G.R. Road, Kolkata 700043 in this regard.

2. Earnest money and cost of tender paper are to be physically deposited by vendors/ contractors at the Railway division office through Banker's Cheque/ Demand Draft/ Pay Order in favour of **"KOLKATA PORT TRUST"** on any Scheduled Bank payable at Kolkata. Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection. Tenderers' attention in this regard is being drawn to the clause No. 3, 4, 5, 6 & 7 of the Commercial Terms & Conditions.

- 2.1 Detail of cost of e-tender paper remitted should be entered by the participating vendor/ contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/ contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) U.T.R No. :

- 2.2 Details of Earnest money remitted should be entered by the participating vendor/ contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/ contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) U.T.R No. :

3.0 **Mode of submission of bid**

- 3.1 All bidders must submit their offers through e-tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

- 3.2 Techno-commercial part shall contain the following which are to be uploaded:

- A) A declaration stating that the bidding firm has not been debarred/ de-listed by any Govt/ Quasi Govt/ Public Sector undertaking in India.
- B) A declaration stating that 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.
- C) The priced "Form of Tender" shall not only be signed and stamped by the Bidder, but must also be duly witnessed and uploaded.
- D) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide *Schedule-T* (in Annexure-C) of the tender document.
- E) 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.

F) **Scanned copy of the following documents to be uploaded:-**

- a) VAT registration certificate.
- b) Valid Trade Licence.
- c) Valid Professional Tax Clearance Certificate/ Up to date tax payment challan.
- d) Proof of possessing valid Employees' Provident Fund (EPF) Account.
- e) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ proforma.
- f) Proof of Earnest money deposit and cost of tender document.
- g) Details of the firm as per Schedule-O (in Annexure-C) of the tender document.
- h) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- i) Copies of self-attested audited balance sheet and profit & loss account/ Trading account for the last 3(three) financial years.
- j) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the bidder under office seal.
- k) Certified copies of PAN Card.
- l) The priced "Form of Tender".
- m) Duly signed complete set of tender document.

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

3.3 Cover-II will contain the Price bid as per *BOQ*.

4.0 **Security Deposit**

4.1 For the successful Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6** of the **General Conditions of Contract**.

4.2 Refund of Security Deposit shall be guided by Cl. 3.5 (i) & (ii) of the General Conditions of Contract.

5. **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract:**

Clause 8 of G.C.C. along with its subclauses are to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

6. **Refund of Earnest money:**

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful bidder(s) without any interest after opening of Price bid (Cover-II) of the e-Tender document.

7.0 **Detailed scrutiny** of e-tenders

7.1 During the course of examination of the bid, the bidder(s), if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his/ their bids.

8. During evaluation of tender, an offer shall be liable to be considered as non-responsive in case:

- a) It is not accompanied by requisite earnest money/ respective documents wrt earnest money.
- b) It is not accompanied by requisite tender paper cost/ respective documents wrt tender paper cost.
- c) Validity of the offer is less than tender stipulation.
- d) It does not meet the Qualification Criteria as stipulated in the NIT.
- e) The bidder submits a conditional offer/ imposes his own terms and conditions/ does not accept the tender conditions completely.
- f) All the requisite documents are not uploaded.

In addition to above, a bidder may be disqualified if:

- i) The bidder provides misleading or false information in the statements and documents submitted.
- ii) 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.

9.0 **Evaluation criteria:**

During evaluation of Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the Trustees.

12.0 Acceptance of tender:

- 12.1 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.
- 12.2 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.
- 12.3 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 submit a signed copy of the "Form of Tender" and fulfill all his obligations as required by the Contract.

13.0 Miscellaneous:

- a) 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 may not be considered.
- b) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- c) 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.
- d) 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.
- e) 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 and uploaded.
- f) Enlisted/ registered contractor of KoPT will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original TR issued to them by KoPT during registration to KoPT relating to *Permanent Security Deposit*.
- g) 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

e-tender for "Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order."

e-tender No. : KoPT/Kolkata Dock System/CE/43/16-17/ET/121

- 1) **Scope of work:** The work comprises of Providing upkeepment and maintenance services to the different offices under Superintending Engineer (Rly) including the establishment at 51, Circular Garden Reach Road, Kolkata- 43 for a period of one year as described in the Bill of Quantities.
- 2) **General:** Except where otherwise stated or approved by the Engineer, relevant Indian Standard Specifications (latest edition) and Indian Roads Congress Specifications (latest edition) shall be complied with in respect of materials, workmanship and method of measurement etc. The Special Conditions 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.
- 3) **Project Information:**
 - a) **Owner:** Kolkata Port Trust.
 - b) **Title:** Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order.
 - c) **Location:** Scattered areas including KoPT Taratala Quarters Complex, Centenary Hospital and 51, C.G.R. Road.
 - d) **Road access:** As per the respective site.
- 4) **Work Site:** The work site is situated in scattered areas including KoPT Taratala Quarters Complex, Centenary Hospital and 51, C.G.R. Road. The 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 may contact with Executive Engineer (Gr-I), Railway at 51, C.G.R. Road, Kolkata - 700 043 in order for inspection of site.
- 5) **Sufficiency of Tender:**
 - a) 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.
 - b) 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.
 - c) In case rate of particular item is printed erroneously in B.O.Q., the rate as stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.
 - d) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the tenderer.
- 6) **Responsibility of the Contractor for methodology of works:**
 - a) The Contractor shall solely be 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.
 - b) 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.

7) **Working Period:** Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. In case of any deviation from this the contractor shall have to take prior permission from the Engineer or his representative at site. However, the tenderer should note that he might be required to carry out the job on Sundays, Holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work. The tenderer should include in his rates the cost, if any, involved on these accounts.

8) **Time of Completion:** The work is periodical in nature and the work is required to be carried out for a period of one year from the date of placement of work order

9) **Measurement and Payment:** The items/ quantities set out in the "Bill of Quantities" are the estimated items/ quantities of the work and they are not to be taken as the actual and correct items/ quantities of the works to be executed by the contractor in fulfilment of his obligations under the contract. However, 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.

10) **Escalation/ variation on prices:** No escalation/ variation on the prices, on any account, will be considered for adjustment/ payment

11) **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.

12) **Materials & Workmanship:** All materials 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 of 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.

13) **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.

14) **Protection of existing services:** The contractor must pay full attention to the fact that the existing service facilities for users are not disturbed 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 any unauthorised 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 from his running bill for which Engineer's decision shall be final and binding.

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

16) **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.

17) **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, and 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.

18) **Compliance of ESI Act – 1948**

- a) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- b) Tenderers shall submit proof of being registered with the Employees State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish non-applicability to be submitted along with the techno-commercial bid.
- c) 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 proforma of **ESI**. Stamp should be purchased either in the name of the tenderer or with the name of the Advocate who has signed in the Affidavit.
- d) In case they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour in a non-Judicial Stamp paper worth Rs. 50.00. The same should be submitted by the L-1 tenderer as per enclosed proforma of indemnity bond after opening of the tender

19) **Compliance with EPF & MP 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 Principal Employer, the contractor will be required to submit photocopies of all payment challans and produce the original for verification to the representative of the principal employer, i.e., Superintending Engineer (Rly).

20) **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.

21) **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 Bill of Quantities shall prevail over the Specifications and Special Conditions of Contract over the General Conditions of Contract. The Engineer's decision on this matter, however, shall be final and binding and the tenderers' 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.

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

- o) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- p) Motor Vehicles Act, latest revision

23) **Taxes:** 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.

Service Tax, if leviable, will be paid extra by the Trustees as applicable. 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 KoPT. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

However, Service Tax as applicable on the amount of liquidated damage as well as other recoveries, i.e. damage, penalty, land rent, etc., shall be deducted from the Contractors' bill at applicable rates and the same will not be reimbursed by KoPT.

CENVAT CRITERIA: In the event of CENVAT-able bought out items, if any, the Contractor is required to ensure that invoices are drawn in the name of the Contractor and it should be marked 'Account KOLKATA PORT TRUST' as per CENVAT Credit Rules and Regulations. KoPT would provide the Service Tax Registration No. for availing CENVAT Credit.

As far as possible, items are to be procured from first/ second stage dealer and the above formalities are to be maintained to the extent possible so that KoPT can avail the CENVAT credit.

The contractor has to obtain a certificate of registration under Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1% of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act-1996 & Welfare Cess Rules 1998.

24) The expression "**CALCUTTA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**KOLKATA PORT TRUST**". Similarly, the expression "**Senior Executive Engineer**" (or its abbreviation) appearing anywhere in the tender documents, shall be construed to read as "**Superintending Engineer**".

[Proforma of ESI]

[On the Rs. 10/- (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 of _____
having office at _____ and carrying on business on the
same 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 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

[Proforma of Indemnity Bond]

BY THIS BOND I,, son/ daughter/ wife of,
 residing at by occupation
 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 that every tenderer, who is not covered under E.S.I. Act. or exempted is to furnish an Indemnity Bond in favour of Civil Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer Tenderer/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/ Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents 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. dt.

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I,, the
 hereto set and seal this the at Kolkata.

Signature

Surities :

1. Signature :
 Name :
 Address :

2. Signature :
 Name :
 Address :

Witness(s):

Annexure-C(Contd.)**SCHEDULE-T
KOLKATA PORT TRUST**

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)			

Annexure-C (Contd.)

(To be submitted with Cover-I of Offer)
SCHEDULE 'O' SHEET – 1

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

A) In case of Limited Company -

- 1) Name of Company :

- 2) Address of its present registered office. :

- 3) Date of its incorporation :

- 4) Full name and address of each of its Directors – :
any special particulars as to Directors if desire to
be stated.

- 5) Name, address and other necessary particulars :
of Managing Agents, if any appointed by the
Company.

- 6) Copies of Memorandum, Articles of Association :
(with the latest amendments, if any).

- 7) Copies of audited balance sheets of the :
Company for the last two years.

B) In case of a firm -

- 1) Name and address of the firm. :

- 2) When business started :

- 3) If registered a certified copy of certificate of :
registration.

- 4) A certified copy of the Deed of Partnership :

- 5) Full name and address of each of the :
partners and the interest of each partner in the
partnership – any special particulars as to partners
if desired to be stated.

- 6) Whether the firm pays income tax over :
Rs.10, 000/- per year

(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.

Dated:

(Full signature of Bidder)

Annexure –D

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन
Civil Engineering Department/ Railway Division
51, C.G.R. Road, Kolkata – 700 043

e-tender No.: KoPT/Kolkata Dock System/CE/43/16-17/ET/121

e-tender for "Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order."

Documents to be uploaded along with Cover-I

Techno-commercial part i.e. Cover-I shall contain the following which are to be uploaded:

- 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.
- C) The priced "Form of Tender" shall not only be signed and stamped by the Bidder, but must also be duly witnessed and uploaded.
- D) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitment(s) of The Bidder' vide *Schedule-T* (in Annexure-C) of the tender document.

Scanned copy of the following documents to be uploaded:-

- 1) VAT registration certificate.
- 2) Valid Trade Licence.
- 3) Valid Professional Tax Clearance Certificate/ Up to date tax payment challan.
- 4) Proof of possession of valid Employees' Provident Fund (EPF) Account.
- 5) Proof of being registered with Employees' State Insurance Corporation (ESIC)/ proforma.
- 6) Proof of Earnest money deposit and cost of tender document.
- 7) Details of the firm as per Schedule-O (in Annexure-C) of the tender document.
- 8) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- 9) Copies of self attested audited balance sheet and Profit & Loss account/ Trading account for the last 3 (three) financial years.
- 10) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- 11) Certified copies of PAN Card.
- 12) The priced "Form of Tender".
- 13) Duly signed complete set of tender documents.

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

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
 सिविल इंजिनियारिंग विभाग/ रेलवे डिविशन
Civil Engineering Department/ Railway Division
 51, C.G.R. Road, Kolkata – 700 043

e-tender No.: KoPT/Kolkata Dock System/CE/43/16-17/ET/121

e-tender for "Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order."

Preamble to the Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.
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.
3. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
4. The Prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contract.
5. Where separate items such as mobilization, demobilization, temporary works etc. have not been provided in the Bill of Quantities for works required under the Contract, there the cost of such works shall be deemed to have been included in the prices and rates of other items.
6. Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-
 - a) The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
 - b) The provision and maintenance of all his staff and labourers and their payments, accommodation, transport, taxes and other requirements.
 - c) Setting out including the location and preservation of survey markers, measurement and supervision.
 - d) The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
 - e) All First Aid, Welfare and safety requirements.
 - f) Damage caused to the works, plants, materials and consumable stores caused by weather.
 - g) License, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
7. Removal of debris and spoils of work including rejected materials, if any. The Contractor should be held responsible for the safe custody of materials, Machineries etc. at site procured by him or issued to him by the Trustees. 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 online based on his own analysis.
8. The tender price thus established would be taken for comparative evaluation of the e-tenders.

BILL OF QUANTITIES

e-tender No.: KoPT/Kolkata Dock System/CE/43/16-17/ET/121

e-tender for "Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order."

Sl. No.	Description of work	Quantity	Rate		Unit	Amount	
			Rs.	P.		Rs.	P.
1.	Providing upkeepment and maintenance of the office under Superintending Engineer (Rly), 51, Circular Garden Reach Road, Kolkata- 43, Taratalla Site Office & Centenary Hospital Site Office (except Sunday & Holidays) as and when required and as directed, for a period of one year from the placement of work order.	1000 Nos.	411.42		Operations	4,11,420.00	

Net total = Rs. 4,11,420.00

(Rupees four lakhs eleven thousand four hundred twenty only)

Rate offered by me/ us (Score out whichever is not applicable).

1) % above par (+) **Rs.**
(in figures)

.....
(in words)

2) At par

3)% below par (-) **Rs.**
(in figures)

.....
(in words)

Rs.

Total tendered amount in words :Rupees

[The rate quoted shall include all taxes and duties as applicable excluding Service taxes. Service Tax will be reimbursed by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act 1994.]

Maximum number of workmen likely to be engaged in a day's work numbers

T.R. No. & Date :

Permanent Income Tax A/C. No. :

VAT clearance certificate no. :

Date:

(Signature of Tenderer)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF TENDER

To
The Chief Engineer,
Kolkata Port Trust.

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 :

Signature :

Name of the Bidder :

Name :

Address :

(In Block
Letters)

Address :

Occupation :