



**KOLKATA PORT TRUST**  
**Hydraulic Study Department**  
**20, Garden Reach Road**  
**Kolkata – 700 043**  
Tel: 2409-3031, 29 Fax:2409-3036  
Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

No. Hyd/11025.V/270

Date 21.03.2017

Work Title: Hiring of services on ‘per-operation’ basis for collection of hydrological data from outdoor, its indoor analysis the laboratories of HSD at Kolkata, Berhampore, Haldia, Swarupgunj and anywhere within the jurisdiction of HSD.

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for supplying the services on ‘per-operation’ basis for collection of hydrological data from outdoor, its indoor analysis & accessories work in the laboratories as detailed in the description of item of work in the ‘Bill of Quantity’ section of the tender document. Bid Document may be seen from MSTC website. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only.

Bidders will have to participate in bidding process through website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

( M. N. Ray)  
Dy. Chief Hydraulic Engineer  
For Chief Hydraulic Engineer

### SCHEDULE OF TENDER (SOT)

a. TENDER NO.	<b>No. Hyd/11025.V/270 DT. 21.03.2017</b>
b. MODE OF TENDER	<b>e-Procurement System</b> (Online Part I – Techno-Commercial Bid and Part II – Price Bid through <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> 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.
c. E-Tender No.	<b>KoPT/Kolkata Dock System/HSD/3/16-17/ET/627</b>
d. Date of NIT available to parties to download	From 21-03-2017 to 12-04-2017 (Upto 14.00 hours)
e. Pre-Bid Meeting date & Time	No pre bid meeting
f. Pre –Bid Meeting closing date & Time	Not applicable
g. i) Estimated Cost of Work  ii) Earnest Money Deposit  iii) Bid Document fee  iv) Transaction Fee	<b>Rs.16,66,849/-</b> (Rupees Sixteen lakhs sixty six thousands eight hundred & forty nine only) The intending bidders should submit Earnest Money of <b>Rs.33,337/-</b> (Rupees thirty three thousand three hundred thirty seven only) payable to “ <u>Kolkata Port Trust</u> ” as per NIT  The intending bidders should submit the tender cost of Rs. 1,500/- (Rupees one thousand five hundred) only (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.  <b>Rs. 960/-</b> (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 –I )
h. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust  Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	<b>12-04-2017 up to 14.00 Hrs.</b>  Three working days before the last date of closing of online bidding for the e-tender.
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>	<b>22-03-2017</b> ( From 12.00 hours onwards)
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>12-04-2017 (Up to 3:00 P.M.)</b>
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	<b>12-04-2017 (After 3:30 P.M.)</b>

### **List of Annexure**

Annexure-A	Important instructions for e-tender
Annexure-B	Commercial Terms & Conditions
Annexure-C	Notice Inviting Tender
Annexure-D	Form of Agreement

## **Important instructions for E-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

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 Technical Bid as well as Commercial Bid will be done over the internet. 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 Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govtdepts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2). 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, (before the scheduled time of the e- tender).</p> <p><i>Contact person (KoPT.):</i></p> <p>1. Sri, R. Mahapatra, Dy. Director - <a href="mailto:ranjan.mahapatra@kolkataporttrust.gov.in">ranjan.mahapatra@kolkataporttrust.gov.in</a>  2. Dr. N. K. Maji, Sr. Scientific Officer, HSD - <a href="mailto:nishith.maji@kolkataporttrust.gov.in">nishith.maji@kolkataporttrust.gov.in</a></p> <p><i>Contact person (MSTC Ltd):</i></p> <p>1. Shri S Mukherjee, DM(e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>  2. Ms S Maity, AM(e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.  iii) Signing type digital signature  iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings</p>
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	<p>may be applied.</p> <ul style="list-style-type: none"> <li>Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li> <li>Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprhome/kopt_Tenders">www.mstcecommerce.com/eprhome/kopt_Tenders</a> will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p><b>Special Note towards Transaction fee:</b> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</li> <li>The process involves Electronic Bidding for submission of Technical and Commercial Bid.</li> <li>The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website</li> </ol>

	<p><a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govtdepts → Login under KoPT → My menu → Auction Floor Manager → live event → Selection of the live event</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) 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>l) 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>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

## Commercial Terms &amp; 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	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.
3	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.
4	<u>If Micro &amp; 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 will not be considered.</u>
5	<u>Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.</u>
6	<u>Due date of submission of tender will not be extended under any situation.</u>
7	<u>Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.</u>
8	<u>E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration</u>
9	SCOPE OF WORK : As per E-Tender Document
10	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.
11	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 of Ko.P.T, 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 Hydraulic Engineer , KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
12	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract are 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. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach Road, Kolkata – 700 043 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 **VALIDITY :**  
The tender shall remain open for acceptance for a period of **3months** from the date of opening of techno-commercial bid.  
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
- 19 **NON- RESPONSIVE BIDDER :-**  
During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it :-  
(i) is not accompanied by requisite earnest money,  
(ii) is not accompanied by requisite tender paper cost,  
(iii) validity of the offer is less than tender stipulation,  
(iv) It does not meet the Qualification Criteria as stipulated in the NIT.  
(v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.  
(vi) if the tender is conditional.  
(vii) if all the documents required as per NIT are not uploaded.  
In addition to above, a bidder may be disqualified if –  
a) The bidder provides misleading or false information in the statements and documents submitted.  
b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.  
The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.
- 20 In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees’.
- 21 The Bidder shall state clearly his quoted rates both in figure & word.
- 22 Orders may be placed in full/part to the lowest bidder.
- 23 Price(s) to be quoted should remain firm over the contract period.
- 24 All taxes & duties are deemed to be included in the quoted rate except Service Tax as applicable.



**Notice Inviting Tender**

**Scope of Work:**

The work comprises of supply of services of trained personnel preferably science graduate/diploma in civil engineering for ‘laboratory work’ (*5 operations per day*) from 9:30 AM to 5:30 PM on working days at different offices i.e. indoor services under the supervision of the departmental officers. However, in regard to collection of Hydrological Data from outdoor, the operations may be required in Saturday, Sunday and Holiday also. During collection of Hydrological Data from outdoor the operator may be required to stay round the clock for 3 to 4 days at KoPT supplied wooden /steel body launch. During outdoor services the operator may be paid 1.5 times of the daily wage. It may be mentioned that around 300-350 ‘outdoor operations’ may be required out of 2640 such operations in the contractual period of two years. The location of the services to be provided shall be in Kolkata, Berhampore (Murshidabad District), Haldia, (Purba Medinipur District) and Swarupgunj( Nadia District).

**Nature of Work:**

The quality of the service rendered shall be such that hydrological data analysis, computerisation of hydrological data, capacity computation, gauge data collection and analysis, Bhagirathi river survey related works and discharge measuring jobs, data entry & supporting for sample analysis in the Analytical Laboratory have to be performed upto the satisfaction of the supervising officers.

**Pre-qualification Criteria**

Credentials in the form of copies of letters of award of work for two jobs along with corresponding Completion Certificates from owners to justify that the intending bidder has the capacity to carry out the work.

**Earnest Money Deposit & Cost of Tender document**

While submitting the tender the contractor shall submit a DD/ Banker’s Cheque drawn on a Nationalised/ Scheduled bank for amount of **Rs.33,337/-** (Rupees thirty three thousand three hundred thirty seven only) as EMD and Rs. 1,500/- (Rupees one thousand five hundred only) as cost of tender document in favour of “Kolkata Port Trust”. Non-compliance of this stipulation shall render the tender offer informal and it will be rejected. The Earnest money of the successful bidder will be treated as security deposit and the same will be returned to the contractor after adjustment in the Final Bill. Refund of Earnest money to other than L-1 bidders will be made within 2 month of opening of bid or on finalization/acceptance of tender, whichever is earlier. Upon intimation from this office to the effect that the EMD of the unsuccessful tenderers will be returned, they shall send their authorised representative to this office with a letter of authority and his signature attested by the company to take hand delivery of the Banker’s Cheque directly from this office.

EMD and Cost of tender document to be submitted physically before the tender opening date in an envelope marking ‘EMD & Cost of tender document’ superscribing the e-tender number on the envelope.

**Mode of submission of Bids**

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. Techno-commercial Bid i.e. Part-I shall contain the following documents which are to be uploaded,

- I. Self Certified true copies of Trade licence, PAN, latest Income Tax return and Service Tax registration certificate issued by competent authority.
- II. Self Certified true copy of ESI registration certificate issued by competent authority.
- III. Self Certified true copy of EPF registration certificate issued by competent authority.
- IV. Self Certified true copy of two numbers Work Order for similar nature of work carried out earlier with corresponding Completion Certificates from the earlier owners.
- V. Self Certified true copy Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e., 2013-2014, 2014-2015 and 2015–2016) ) and the same should be audited as per relevant norms wherever required.
- VI. Self Certified true copy of Bank Draft / Pay Order etc. for Earnest Money Deposit (EMD) and Cost of Tender Document, as detailed above
- VII. Addendum/ Corrigendum /Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- VIII. Form A duly filled up & signed by the bidder.
- IX. Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- X. 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

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

#### Validity of offers:

The offer shall remain valid up to 3 months (90 days) from the date of opening of price offer.

#### Time of Completion of the Work

The time of completion for the work shall be 24 calendar months from the date of the work order or 2640 Operations whichever ever achieved earlier.

#### Evaluation of the Tender:

Evaluation of techno commercially qualified bids will be made on the basis of minimum commission quoted by the bidders.

#### Price Quote by the Bidder

The bidder is expected to quote his / her own margin of profit on Minimum Wages for 'Skilled' operators considering all statutory obligations like ESI& EPF etc. KoPT would pay to the contractor, the fixed percentage of profit (during the tenure of the contract) quoted by the contractor. Service Tax would be paid extra as per the extant rate.

#### Escalation in Minimum wages

During indoor services i.e. when engaged in office/laboratory:

Suppose the present rate of Minimum Wages is Rs. 100/- (say) per operation and the contractor's quoted profit percentage is 15%, (say) then KoPT would pay presently Rs.  $100 \times 1.15 = \text{Rs. } 115/-$  multiplied by the total no. of operations **PLUS** service tax as applicable.

If the Minimum Wages changes from present rate Rs. 100/- (say) per operation to a future rate Rs.120/- (say) per operation with contractor's quoted profit percentage (15%) then KoPT would pay in future  $Rs. 120 \times 1.15 = Rs. 138$  multiplied by the total no. of operations **PLUS** service tax as applicable.

During outdoor services i.e. deployed in the river/field works, the operator will be paid 1.5 times of the daily Minimum wages. For example, if daily wage is Rs. 100/- (say) per operation then the operator may be paid  $100 \times 1.5 = Rs. 150/-$  plus contractor's profit percentage 15%, (say) i.e.  $Rs. 150 \times 1.15 = Rs. 172.5$  per day during outdoor services.

#### Disputes and settlement there of

For the purpose of this contract, there will be no provision for arbitration. The decision of the Chief Hydraulic Engineer shall be final and binding in case of any disputes. The Contract will be guided generally as per the provisions of the current Contract Act and the Trustees General Conditions of the Contract on all issues that may not be covered in this Tender Document.

#### Mode of Measurement of work

Upon receipt of work order, the successful tenderer shall submit 5nos. Job Cards (before commencement of actual work) for recording measurement of successful completion of each 'operation' on a daily basis by the supervising departmental officer. The format of the Job Cards shall be as below:

(Name of Vendor/Contractor)						
Name of Job: Hiring of services on 'per-operation' basis for collection of hydrological data from outdoor, its indoor analysis & accessories work in the laboratories of the Chief Hydraulic Engineer, Hydraulic Study Department						
Work Order No. & Date						
<b>Job Card for period from :</b>				<b>To:</b>		
Date	No. of operations	Time		Sign of operator	Sign of Supervising Officer	Remarks
		From	To			

The Job cards will be returned to the contractor after successful completion of 30 calendar days of measurements.

#### Mode of Billing and Payment

The contractor shall submit his Running Account bill within first 5 working days of each month, attaching the original Job cards and superscribing on the bill each time the following information;

- i) PAN Card Number
- ii) ECS Particulars
  - a) Name of Contractor
  - b) Name & address of Bank with code
  - c) Name of Branch with code
  - d) Bank A/c No. of the contractor
  - e) Type of A/c (Savings/Current)

This is in order to enable ECS-payment of bills. Request for no other form of payment will be entertained.

### Contract labour laws:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, 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. Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision 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 Licence 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. The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976' In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account. The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act. Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion. The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers. The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

### Compliance with E.P.F & M.P. Act:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time. If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Superintending Engineer (RT).

### 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 Equal Remuneration Act, 1976.
- j) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act, 1989.
- k) Child Labour (Prohibition and Regulation) Act, 1986.
- l) The Maternity Benefits Act 1961
- m) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
- n) Motor Vehicle Act, latest revision.

### Taxes & 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. (except service taxes) payable to Government or any other concern and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.

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/Service Tax Authority 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.

CENVAT CRITERIA: In the event of cenvatable bought out items, if any ,the contractor is required to ensure that invoices are drawn in the name of 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 Cr Cenvat Credit Cenvat Credit.

As far as possible items to be procured from first/second stage dealer and maintain the above formalities to the extent possible so that KoPT can avail the cenvat credit. However Service Tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by KoPT.

**Agreement:**

The contractor shall issue a letter of acceptance of the Work Order within 3 days from receiving it as per Form – B attached with the Tender Document and his issuance of the letter shall mean his agreement to enter into the Contract with Kolkata Port Trust as per terms and conditions expressed in the Tender Documents and the Work Order. Apart from this a separate agreement has to be executed in a non-judicial stamp paper of Rs. 100/-(Rupees one hundred only) as per the format approved by KoPT (copy enclosed , Annexure-D).

**BILL OF QUANTITIES**

(Please fill in the appropriate columns)

Description of the Item of work	No. of operations per day	Unit	Total no. of operations	Percentage of Profit * Over Minimum Wages Only (%)
Supply of trained personnel preferably science graduate / Diploma in civil engineering for 'laboratory work' in the designated office from 9:30 am to 5:30 pm on all working days for hydrological data analysis, computerisation of hydrological data, capacity computation, HSFO survey related works & 6.0 am to 6.30 pm in case hydrological observation and survey works including Saturday, Sunday /Holiday	5 (skilled)	Operation	2640	(Percentage to be filled in by the bidder in digits as well as in words)

Escalation and de- escalation on the variation of Min. Wages will be applicable (Refer 'Escalation in Minimum wages' under Annexure -C)

The quoted percentage will be inclusive of all taxes and duties except service tax and considering all obligations like ESI, EPF including his own margin of profit. Service tax will be paid extra, at actual, on the basis of relevant documents in this regard.

I/We undertake to complete the work as per our above quotation and General Conditions of Contract (GCC) of KoPT for 2640 Skilled operations. We understand that the Chief Hydraulic Engineer may at his discretion, change the number of operations.

Signature of the Contractor

Company Seal

## **FORM – A**

1. Name of the Contractor/Company:
2. Address of the Contractor/Company:
3. Name and Designation of the Authorised signatory filling and signing the tender:
4. Office phone number of the Authorised Signatory:
5. Office fax number of the Authorised signatory:
6. E-mail of the Authorised signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. Service Tax Registration Number :
9. Particulars of work experience (one instance only- please attach photocopy):
  - a) Name and address of Client:
  - b) Name of work:
  - c) Value of work:
  - d) Time of commencement and completion of the Job:

**FORM - B**

PROFORMA OF LETTER OF ACCEPTANCE OF THE WORK ORDER

No. \_\_\_\_\_

Date \_\_\_\_\_

To  
The Chief Hydraulic Engineer  
Hydraulic Study Department  
Kolkata Port Trust

Sub: Letter of acceptance of the work titled “Hiring of services on ‘per-operation’ basis for collection of hydrological data from outdoor, its indoor analysis & accessories work in the laboratories/offices of Hydraulic Study Department at Kolkata, Berhampore, Swarupgunj and Haldia.

Ref: Your Work Order No. \_\_\_\_\_ dated \_\_\_\_\_

I/We agree to carry out the subject work as per terms of the Work Order under reference and in compliance to the Tender stipulations. We will commence the work from \_\_\_\_\_ (date) or as instructed by you/your representative.

Authorised Signatory

(Company Seal)



## THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

### FORM OF AGREEMENT

THIS AGREEMENT made this .....day of June 2015 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ----- (hereinafter called “ the Contractor”, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz. : **Hiring of services on ‘per-operation’ basis for collection of hydrological data from outdoor, its indoor analysis the laboratories of HSD at Kolkata, Berhampore, Haldia, Swarupgunj and anywhere within the jurisdiction of HSD** and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - (a) The said Tender / Offer & the acceptance of the Tender / Offer
  - (b) The General Conditions of Contract
  - (c) The Special Conditions of Contract
  - (d) The Conditions of Tender
  - (g) The Terms of Payment
  - (h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned , the Contractor hereby covenant with the Trustees to execute and maintain the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

The  
of.....

Seal

.....  
.....

Was hereunto affixed in the presence of:

Name-----

Address-----

.....  
.....  
.....

**Or**

SIGNED, SEALED AND DELIVERED

by \_\_\_\_\_ the \_\_\_\_\_ said  
.....

In the presence of:

Name-----

Address: -----

.....

*The Common Seal of the Trustees was hereunto affixed in the presence of:*

Name.....

Address: .....