



# कोलकाता पत्तन न्यास KOLKATA PORT TRUST



सिविल इंजीनियरिंग विभाग / Civil Engineering Department  
अधीक्षण अभियंता (सिविल), साऊथ का कार्यालय/  
Office of the Superintending Engineer (Civil), South  
51, सि. जि. आर. रोड, कोलकाता – 700 043/ 51, C G R Road, Kolkata – 700 043

## NOTICE INVITING TENDER

No: CE/South/163/T-19/612

Dated: 03/10/2017

Messrs/ Shri .....

.....

.....

Dear Sir(s),

**Reg:- Tender for "Mowing lawns of Portland Park Campus for a period of one year".**

Sealed tenders are invited from resourceful, experienced and bonafide **Registered Contractors of KoPT** for the subject work as per following Prequalification Criteria on **percentage above/below/at par** basis on estimated rates / amount (as shown in Bill of Quantities) in accordance with this Notice Inviting Tender, the General Conditions of Contract, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for this particular contract.

Estimated amount put to tender :-	₹ 1,36,748.00
Earnest Money Deposit :-	Nil
Time Of Completion :-	12(twelve) months {Period of execution.}
Cost of tender documents:-	₹ 300.00 per set. (non-refundable)
Period of sale of tender documents:-	From 03/10/2017 to 16/10/2017 from SE (Civil), South's office <b>OR</b> from website www.kolkataporttrust.gov.in upto 12:00 P.M
Date of submission & opening :-	16/10/2017 Submission :- upto 3.00 P.M Opening :- Shortly after 3.00 P.M

### 1. Pre-qualification Criteria:

- A.** The intending bidder should have successfully completed **similar work i.e work of mowing lawns or any civil engineering work** during last 7 years ending on the last day of the month previous to the one in which applications are invited and the value of completed work(s) should be either of the following :-

No: CE/South/163/T-19/612

Dated: 03/10/2017

- a) Three similar works each costing not less than the amount equal to 40% of the estimated amount put to tender.
- b) Two similar works each costing not less than the amount equal to 50% of the estimated amount put to tender.
- c) One similar work costing not less than the amount equal to 80% of the estimated amount put to tender.

**B.** The average Annual Financial turnover of the intending tenderer during the last 3 years ending 31<sup>st</sup> March of the last financial year [2015-2016] should be at least 30% of the estimated amount put to tender.

- 2.** The Trustees' General Conditions of Contract, Schedules of Rates may be seen at this office during office hours on any working day. The GCC is also available on Ko.P.T's website. Rest of the tender documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.
- 3.** In case of a tenderer who has already deposited a Permanent Security with the KoPT under the new rules, he 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 EMD amount will be refunded to the unsuccessful tenderer without **any interest**. In case of being the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C. Tender offer without EMD will be rejected.
- 5.** In case a bidder submits his offer after downloading the tender documents from Ko.P.T's website, he shall have to pay the cost of tender document in the form of **Bankers' cheque / Demand Draft / Pay order** at the time of submission of tender offer.
- 6.** The rate quoted by the Contractor must be valid up to four months from the date of opening of tender.
- 7.** The rate quoted by the tenderer should be complete in all respect and should include all duties, taxes, octroi, surcharge etc except Service Tax.
- 8.** While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any correction necessary, should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be liable to be rejected.
- 9.** The tender duly filled in, quoted and signed along with the following documents shall be submitted in sealed cover superscribing the above name of work so as to reach this office within **3:00 P.M** on **16/10/2017**. The tender will be opened shortly after 3:00 P.M, on the same day and intending bidders or their authorised representatives may attend the same. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3:00 P.M. on the next working day, and will be opened shortly after 3:00 P.M. on the same day. All other conditions shall remain the same.

No: CE/South/163/T-19/612

Dated: 03/10/2017

- i. Cost of tender documents (if downloaded from website).
- ii. Copy of the documents in support of pre-qualification criteria as mentioned above.
- iii. Copy of valid Trade Licence.
- iv. Copy of GST registration certificate.
- v. Copy of IT registration certificate / PAN card.
- vi. Copy of professional tax clearance certificate / upto date challan.
- vii. Copy of EPF & ESI registration certificates.

**10.** All the tenderers should submit the above documents along with proforma of checklist attached with the tender documents in a sealed cover. If the tenderer fails to submit such check list duly filled up, the tender would not be considered for opening. If contents of check list turn out to be misrepresentation of facts, then such bids would be rejected even after opening of Price bid with a recorded warning for the bidder. In case the same enlisted contractors repeat such mistake on second occasion, his fixed Security Deposit would be forfeited and he will be debarred in participating in future tenders. **Proforma of Check list should be attached as a covering letter along with sealed envelope containing the offer.**

**11.** The tenderer must return the tender document duly filled in and signed in all pages over his office seal. The tenderer shall not impose his own terms and conditions. Such a tender is liable for rejection at the option of the tender inviting authority without further reference to the tenderer.

**12.** 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 properly based on his own analysis in the 'ABSTRACT FORM OF TENDER' both in words and in figures. In such cases, if arithmetical error is committed by the tenderer in working out the amount, the tendered percentage shall be taken into account and the amount corrected and the corrections authenticated by the tenderer. When there is a difference between the percentage quoted in words and in figures, the percentage rate which complies with the amount worked out by the tenderer for this amount shall be taken as correct.

**13.** The undersigned does not bind him to accept the lowest or any tender or to assign any reason there for and also reserve the right to accept or reject any or all the tenders in part or whole.

**Superintending Engineer(Civil), South Section**

**Tender for "Mowing lawns of Portland Park Campus for a period of one year".**

**TENDER NO: - CE/South/163/T-19**

**INSTRUCTIONS TO BIDDER**

- 1) The successful tenderer will be required to comply with the relevant provisions of building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 2004 as well as Building and Other Construction Workers' Welfare Cess Act, 1996 and the rules framed there-under.
- 2) An amount of Labour Welfare cess calculated at the rate of 1% of the billed amount shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same to the appropriate authority.
- 3) **Submission of required documents with tender offer :-**
  - (i) The bidders should furnish documents regarding experience criteria and turnover criteria as per clause **1 of NIT** along with the tender offer, **failing which the offer shall be considered as non-responsive.**
  - (ii) When the tender is opened between April to June of any year and the bidder is unable to submit audited accounts of the previous year i.e latest financial year, the bidder may submit audited accounts of the financial year previous to the latest financial year.
  - (iii) In case tender is opened after June of any year and the bidder is unable to submit audited accounts of the previous year i.e latest financial year, the bidder may submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.
  - (iv) In case a bidder submits valid Professional tax Clearance Certificate / Challan valid for the last completed financial year and not the current one and if he is awarded the contract then it will be the contractor's responsibility to comply with the requirements of the concerned authority during the entire tenure of the contract.
- 4) The tender shall be evaluated on lowest offer basis.

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**Tender for "Mowing lawns of Portland Park Campus for a period of one year".**

**TENDER NO: - CE/South/163/T-19**

**SCOPE OF THE WORK**

The scope of the work comprises of mowing lawns of different Bungalows/ Quarters of Portland Park residential campus of Kolkata Port Trust in a periodical manner all through the year deploying own personnel(s), lawn mowing machine(s) , fuel , oil all complete including disposal of the cut material outside the Portland Park campus.

The work includes all appurtenant and ancillary / temporary works which may thereafter be required in accordance with **Clause 7 of General Conditions of Contract** and as per direction and up to satisfaction of the Engineer required for successful completion of the work.

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

- a) Providing all materials, supervision, services, equipments , tools , plants , transportation, consumables , water supply, necessary approaches, as required for work purposes etc.
- b) Making good any damage done to Trustees' property during execution of work.
- c) Causing minimum hindrance / inconvenience to the users of surrounding facilities.

**SPECIAL CONDITIONS OF CONTRACT**

1. **General:-**These conditions 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. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Instructions to Bidders, Bill of Quantities and other documents forming part of this Contract. If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.
  - o Order letter.
  - o Bill of Quantities.
  - o Drawings (if any).
  - o Specifications for materials & workmanship.
  - o Special Conditions of the Contract.
  - o General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Engineer shall be final and binding.

2. **Work Site:** The work site is lawns of different buildings / bungalows located within Portland Park residential campus of Kolkata Port Trust. The tenderer shall visit the site of works and acquaint him with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience is to be caused to the occupants of the nearby quarters.

3. **Working Period:** Normally the work will be carried out between 8 A.M. to 5 P.M. However, the tenderer should note that he might be required to carry out the job beyond the normal working hours including at night to complete the same within the stipulated period of completion. The tenderer should include in his rates the cost, if any, involved on these accounts.
4. **Time of Completion:** The work is periodical in nature and is required to be executed within a period of 12(twelve) months from the date of placement of work order including preliminary time.
5. **Site Godown and Watching:** The contractor shall have to make his own arrangements for construction of site godown (if any) for storage of materials and security thereof during day and night at his own cost. The godown and other temporary structures, if erected, are to be dismantled by the contractor before leaving the site after completion of the work at his own cost to leave the site at its initial condition. The Trustees' will, however, allow the construction of godown on the Trustees' land free of rent during execution of the work.
6. **Materials and Transport:** All materials required for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost.
7. **Escalation/ variation in Prices:-** No escalation/ variation on prices of labour as well as materials will be considered for payment.
8. **Errors in the B.O.Q:**In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.
9. **Electricity :** Necessary arrangement for electrical connection , if required for the work may be provided by Ko.P.T on chargeable basis.
10. **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 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. The successful bidder i.e. the contractor shall be required to pay the labourers the higher of (a) daily Minimum Wage applicable for respective category of labourers in Kolkata [ i.e area A ] as notified through relevant circular of CLC (Central), Govt. Of India and (b) daily Minimum Wage applicable for corresponding category of labourer in Kolkata as per Govt. Of West Bengal Minimum Wage circular, applicable for the relevant period. The contractor shall also be required to pay EPF & ESI contribution for his employees for the subject contract and if instructed by the Engineer, documentary evidence regarding payment of EPF & ESI contribution may have to be submitted for verification. It will be the duty of the contractor to abide by the provisions of the all the Acts, 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 Bye-laws and Procedures. The contractor shall indemnify the Ko.P.T against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub contractor.

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.

**11. Security Restrictions:** - Keeping in mind the security rules and regulations applicable at Trustees' offices / other premises regarding entry and exit, the successful tenderer shall arrange for necessary permit / ensuring identity of workmen as and when required for men , material and vehicle at no extra cost to the Trustees.

**12. TAXES:-**

The prices quoted by the bidders shall be inclusive of all statutory levies and / or other charges levied by any Central / State / Local Authorities but excluding GST. GST will be paid by Kolkata Port Trust as extra on submission of suitable documents by the party.

The Supplier / Service Provider must confirm that the GST amount charged in the invoice is declared in its returns and payment of taxes is also made.

The Supplier / Service Provider must agree to comply with all applicable GST laws including GST Acts, Rules, Regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are uploaded timely in the GSTN. In case there is any mismatch between the details so uploaded in the GSTN by the Supplier / Service Provider and the details available with Kolkata Port Trust, then payments to the Supplier / Service Provider to the extent of GST relating to the invoice(s) under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non – compliance of tax laws by the Supplier / Service Provider. Any loss of Input Tax Credit to Kolkata Port Trust for the fault of the Supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

Supplementary invoices / Debit Note / Credit Note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

The Purchase Order / Work Order shall be void if at any point of time the Supplier / Service Provider is found to be a blacklisted dealer as per the GSTN Rating System and no further payment shall be entertained.

The prices quoted by the bidders shall be inclusive of all statutory levies and / or other charges levied by any Central / State / Local Authorities but excluding GST. GST will be paid by Kolkata Port Trust as extra on submission of suitable documents by the party.

**13.** Regarding delay / extension of time/ Liquidated damages for delay / Termination of Contract, necessary action shall be taken as per relevant provisions of the Trustees' General Conditions of Contract.

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**Tender for "Mowing lawns of Portland Park Campus for a period of one year".**

**TENDER NO: - CE/South/163/T-19**

**BILL OF QUANTITIES**

<b>Item No.</b>	<b>Description of Works</b>	<b>Quantity</b>	<b>Rate P</b>	<b>Unit</b>	<b>Amount P</b>
1.	Mowing Lawns/cutting grass of gardens or lawns in front of different quarters/bungalows of Port Land Park campus including removing of refuse etc. in the waste bin/suitable places, as and when required and as directed time to time. The rate is inclusive of all labours and equipments/machineries all complete.	1,70,000.00 Sq.Mtr	80.44	Per 100 Sq.Mtr	<b>1,36,748.00</b>
				TOTAL	<b>1,36,748.00</b>

b/f = ₹ 1,36,748.00

1) .....% above par  
(in figures)

( + ) Rs.

.....  
(in words)

2) At par

3) .....% below par  
(in figures)

( - ) Rs.

.....  
(in words)

Rs.

Total amount in words : Rupees .....

**Note :- The prices quoted by the bidders shall be inclusive of all statutory levies and / or other charges levied by any Central / State / Local Authorities but excluding GST. GST will be paid by Kolkata Port Trust as extra on submission of suitable documents by the party.**

Time of Completion : 12 (twelve) months {Period of execution}

Signature of the Tenderer(s) : .....

Name and address of the Tenderer(s) : .....

Permanent Income Tax A/C.No. : .....

Valid EPF. Registration No. : .....

Valid E.S.I. Registration No. : .....

Tender opening officer : i).....

ii).....

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER**  
**NIT NO : - CE/South/163/T-19**

To  
.....  
.....  
.....

I/We .....  
of .....

having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of 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 12 (twelve) months 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 there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, 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.....

(Rupees in words) .....  
.....

I/We require ..... days/months preliminary time to arrange and procure the materials required by the work from date of acceptance of tender before I/We could commence the work.

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer, a sum of Rs.....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.

Signature of Tenderer  
(Seal of the Tenderer)

Witness :  
Signature \_\_\_\_\_

Name \_\_\_\_\_  
(In Block Letters)

Name of the  
Tenderer : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

To,  
The Superintending Engineer (Civil)  
South Section  
Kolkata Port Trust.

Ref:- NIT NO : - CE/South/163/T-19 .

The following documents are enclosed in the sealed envelope containing our tender in connection with the above NIT. The original of the documents would be shown for verification as and when requested.

1. Bankers cheque / Demand Draft / Pay Order for Earnest Money or copy of Treasury receipt for permanent Security Deposit.
2. Bankers cheque / Demand Draft / Pay Order as cost of tender document.
3. Proof of experience and tum over as per pre-qualification criteria.
4. ESI Registration certificate
5. EPF Registration certificate
6. GST Registration certificate
7. I.T/ PAN CARD.
8. Copy of Labour Licence (if applicable).
9. Copy of Trade Licence.
10. Copy of Professional tax clearance certificate / upto date challan.

Enclo : As above.

**Yours faithfully,**

**(Signature of the Tenderer).**