

TENDER DOCUMENT

KOLKATA PORT TRUST
Office Of The Senior Executive Engineer(River Training)
51, Circular Garden Reach Road, Kolkata-700043
Tele – 033 24397079
E-mail id: r.mukherjee@kopt.in

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 registered with KoPT with required experience as per Prequalification criteria stipulated in Tender Document for **"Supply of daily labour for various sites of River Training wing for carry out miscellaneous works for the period of one year from the placement of work order"** as per Bill Of Quantities to Kolkata Port Trust Bid Document may be seen from MSTC website. Corrigenda or clarifications, if any, shall be hoisted on the above mentioned website only. Bidders will have to participate in bidding process through website www.mstcecommerce.com only.

SCHEDULE OF TENDER (SOT)

a TENDER NO.	RT/TN/17-18/25 DT. 17.042018
b. 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.
C. E-Tender No.	KoPT/Kolkata Dock System/CE/18/18-19/ET/39
d. Date of NIT available to parties to download	18.4.18 to 4.5.18(upto 2 pm)
e. Pre-Bid Meeting date & Time	No pre bid meeting
f. Pre –Bid Meeting closing date & Time	N/A
g. i) Estimated Cost Of Work	Rs. 2,39,100.00(Two lakhs thirty nine thousand one hundred only) The intending bidders should submit Earnest Money Rs. 5,000/- (Rupees five thousand only) as Earnest Money to KoPT
ii) Earnest Money Deposit	The intending bidders should submit the tender cost of Rs.354/- (Rupees three hundred fifty four only) (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected.(including 18% GST)
iii) Bid Document fee	Rs 140/- Including @18% GST) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure –I)
iv) Transaction Fee	

h. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust

After open techno commercial BID

Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.

Three working days before the last date of closing of online bidding for the e-tender.

17.04.2018 (From 12.00 hours onwards)

- i. Date of Starting of e-Tender for
- ii.
- iii. submission of
- iv.
- v.
- vi. on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprhome/

- j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. **4.5.2018(Up to 3:00 P.M.)**

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- . Date & time of opening of Part-I (i.e. Techno-Commercial Bid) **4.5.2018 (After 3:30 P.M.)**
Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately

List of Annexures

Important Instructions for E- procurement	: -	Annexure - A
Commercial Terms & Conditions	: -	Annexure - B
Techno Commercial Bid(Cover-I)	:-	Annexure - C
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Price Bid (Cover-II)	:-	Annexure – E

Annexure-A**Annexure-A****Important instructions for E-procurement**

This is an e-procurement event of KOPT. 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 of this tender before submitting your online tender.

Process of E-tender :

- 1.0 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).

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select KoPT Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact KOPT/MSTC, (before the scheduled time of the e- tender).

Contact person (KOPT):

Dealing Officer's name :- 1.R.Mukherjee, Superintending Engineer(River Training) 2.P.Mukhopadaya, Ex.Engineer(River Training)
Phone no. **033 24397079**

e-mail :- r.mukherjee@kolkataporttrust.gov.in

Contact person (MSTC Ltd):

1. Shri S Mukherjee, DM(e-Commerce) – smukherjee@mstcindia.co.in
2. Ms S Maity, AM(e-Commerce) – smaity@mstcindia.co.in

B) System Requirement:

- 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.

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 www.mstcecommerce.com once)

The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/kopt. Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Commercial

Formats without any ambiguity. Special

Note towards Transaction fee:

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. 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. 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.

Transaction fee is non-refundable.

A vendor will not have the access to online e-tender without making the payment towards transaction fee.

- 5 Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender by KOPT. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC (i.e. Service Provider). Bidders 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 Bidding in e-tender :

a. Bidder(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 bidder(s) will be refunded by KOPT.

b. The process involves Electronic Bidding for submission of Technical and Commercial Bid

c. The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login under KOPT→My menu→ Auction Floor Manager→ live event →Selection of the live event

d. The bidder 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 clicking on the Technical bid. If this application is not run then the bidder will not be able to save/submit his Technical bid.

After filling the Technical Bid, bidder 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 bidder should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the bidder can click on the "Final submission" button to register their bid

f. Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.

g. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

i. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

j. 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.

k. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

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.

e. No deviation of the terms and conditions of the tend

m. er document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

n. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

- 8 No deviation to the technical and commercial terms & conditions are allowed.
- 9 KOPT has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 10 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
- 11
- 12 The bid will be evaluated based on the filled-in technical & commercial formats.
- 13 Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- 14 Bidder has full read and understood the entire Tender Document, GCC, and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda"

A declaration in this regard to be made by the bidder.

Annexure –B

**Office of the Superintending Engineer, River Training,
51, Circular Garden Reach Road, Kolkata 700 043;
Tele – 033 24397079**

E-mail id: r.mukherjee@kopt.in

Commercial Terms & Conditions

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	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.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
4.	Due date of submission of tender will not be extended under any situation.
5.	EARNEST MONEY : As Per NIT
6.	E-Tenderers 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.
	<u>SCOPE OF WORK :</u>
7.	As per E-Tender Document
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 of KoPT, 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 there on shall be final and binding upon all parties.

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10. 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 is the integral part of the tender / contract.
 11. 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.
 12. The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
 13. 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.
 14. 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 materials etc. before submission of the e-tender. He may contact the Chief Engineer/**Superintending Engineer (RIVER TRAINING)** or his authorized representative at his office at 51 Circular Garden Reach 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.
 15. **VALIDITY :**
The tender shall remain open for acceptance for a period of **04 months** 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.
 16. **NON- RESPONSIVE BIDDER :-**
The offer/tender shall be treated as non-responsive, if it :
 1. is not accompanied by requisite earnest money,
 2. is not accompanied by requisite tender paper cost,
 3. validity of the offer is less than tender stipulation,
 4. It does not meet the Qualification Criteria as stipulated in the NIT.
 5. 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.
 6. is not accompanied with the photo copy of ESI, EPF & Service Tax Registration, VAT Registration etc.
 7. if the tender is conditional.
 8. 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.

17. EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document
18. Performance Guarantee : Not Applicable
19. 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'.
20. PRICES: As per BOQ given in the tender document.
21. The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)
22. The Bidder shall state clearly his quoted rates both in figure & word .
23. Orders may be placed in full/part to the lowest bidder.
24. Price(s) to be quoted should remain firm over the contract period.
25. All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
26. EVALUATION CRITERIA: As per relevant clause of Tender document.
27. PAYMENT: As per Tender document.
28. Location: As per Tender document.
29. Time of Completion: As per Tender document.
30. Work is to carried out as per terms & condition of the contract document JURISDICTION OF COURT :
31. The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
PERSONAL PROTECTIVE EQUIPMENT (PPE):
Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc.
at the time of work inside the dock premises
- 32.
33. Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
34. Price adjustment clause: As per Tender document.
35. Technical capacity: As stipulated in Tender document.
36. Financial capacity: As stipulated in Tender document.
37. DOCK PERMITS : As per tender document.

Besides the above conditions all other conditions as stated in NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

Annexure –C

Techno Commercial Bid (Part-I)

Supply of daily labour at various sites of River Training Wing and misc. works ofr the period of one year.

NOTICE INVITING TENDER

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. The intending bidder must have successfully completed similar works like **cleaning or upkeepment works of buildings / bridges / industrial structures or supply of labourers** during the last 7 (seven) years ending last day of month previous to the one in which applications are invited and the experience should be either of the following:

Either **(i) 03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender.

Or (ii) 02 (Two) completed works each costing not less than **50 %** of the estimated amount put to tender.

Or (iii) 01 (One) completed work costing not less than **80%** of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2017**, should be at least **30%** of the estimated amount put to tender.

3. Work experience as a sub contractor **shall not be** considered as the requisite qualification.

OTHER INSTRUCTIONS:-

E-Tenderers are invited on two *Cover* basis (i.e. Part-I Techno Commercial Part I & - Part II Price Part) from resourceful, experienced and bonafide reputed bidders registered with Kolkata Port Trust with sound technical and financial capabilities for the above mentioned work at Kolkata Port Trust.

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through 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.

E-Tenderers will be received through MSTC up to 15:00 hrs. on the last date of submission 00/00/2016 and opening of tender specified above.

Part -I (Techno commercial part) of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

Part -II (Price Part) of only technically & commercially qualified bidders will be opened at a same date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

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

EMD & cost of Tender Document to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Kolkata Port Trust, payable at Kolkata, details to be uploaded along with the tender documents.

The intending tenderer should have valid registration against ESI & EPF issued by the competent authority, Copy of which is to be submitted along with the tender, failing which their offer will be considered as non responsive. **Once a Bid is submitted, it will not be allowed to be revised.**

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

SITUATION.

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

EMD & cost of Tender Document to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Kolkata Port Trust, payable at Kolkata, and need to be physically submitted at Sr. Ex. Engineer (RT) office details to be uploaded along with the tender documents.

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

INSTRUCTIONS TO BIDDER

1.0 GENERAL

The work as described in the tender shall be executed in Sagar Island ,24Pgs.(S) and 51,CGR Road Kolkata-43 and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings (if any) & detailed Bill of Quantities. Location of the place of work should be inspected at the office of the **Superintending Engineer (River Training)** on any working day before quoting for the tender with prior appointment.

2.0 After opening of the Tender earnest money and cost of tender paper are to be physically deposited at the office of the Superintending Engineer (River Training).51 C.G.R.Road Kolkata 700043 by vender's/contractor through Bank Draft/Banker's cheque / Demand Draft/Pay order etc in favour of Kolkata Port Trust payable at Kolkata

2.1 Details 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) Pay Order/Bank Draft 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) Pay Order/Bank Draft No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

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 i.e. Part -I shall contain the following which are to be uploaded: -

- a) A signed declaration by the Tenderer that
 - i. The Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
 - ii. 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) In Volume-I, the un-priced "Abstract Form of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.
- 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 'Annexure-II' in Volume-I 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:-**
 - (i) GST registration certificate.
 - (ii) Valid Trade Licence
 - (iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
 - (iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
 - (v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
 - (vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.

- (vii) 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 including the Schedule-T.
- (viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2014 – 2015, 2015-2016 and 2016-2017)** and **the same should be audited as per relevant norms wherever required.**
- (ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- (x) Certified copies of PAN Card.
- (xi) Original T.R. relating to Permanent Earnest Money Deposit.
- (xii) Duly signed full Techno Commercial Part(Part-I) and Price Bid(Part-II)
- (xiii) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents

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

3.3 PART-II will contain the Price Bid as per BOQ and Form of e-Tender to be uploaded duly signed, & filled up by the bidder.

3.4 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

4.0 ACCEPTANCE OF TENDER:-

4.1 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.**

4.2 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.

5.0 MISCELLANEOUS:

- (i) 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 shall not be considered.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

(vi) 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 T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**

(vii) 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.

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(iv) SECURITY DEPOSIT:-

(v) 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 S.D. and forfeiture S.D. shall be after competition of work

5.0 Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

6.0 REFUND OF EARNEST MONEY:-

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

7.0 DETAILED SCRUTINY OF E-TENDERERS :

During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. Part-II of those bidders who meet the qualifying criteria of NIT shall be opened.

8.0 EVALUATION CRITERIA:-

During evaluation of Cover-II i.e. 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.

9.1 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**.

9.2 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.

10.0 MISCELLANEOUS:

- (i) 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 shall not be considered.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) 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 T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**
 - (vii) 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.
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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Special Conditions of the Contract, Notice Inviting E-Tender, Instructions to Bidders, Specifications for Materials and Workmanship, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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.

- Order letter.
- Bill of Quantities.

- Drawings.
- Particular Specifications of work.
- Special Conditions of Contract.
- 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 Chief Engineer, KoPT thereon shall be final and binding upon all parties.

3. SCOPE OF WORK:

The successful Tenderer will have Supply the daily labour to carry out the miscellaneous works at various sites of RT Wing as and when required as per Bill of Quantities and as directed by the Engineer-in-Charge or his representative.

4. WORK SITE:

The Civil Engineering Office Accommodation & various sites of River Training wing

5. INSPECTION OF SITE:

The Bidder should inspect the site of work and thoroughly familiarise himself with the nature and extent of the work, site conditions and location etc. before submission of the tender. He may contact the **Superintending Engineer (River Training)** at his office at **51, Circular Garden Reach Road, Kolkata 700 043** for collecting information about the site before submission of the tender. No excuse or claim, whatsoever, shall be entertained afterwards on ignorance of the site conditions, extent of the work or any other parameter related to the scope of the work.

6. WORKING PERIOD:

Normally the work will be carried out between 8.00 A.M. to 5.00P.M. on the Trustees' working days only. However, the tenderer should note that he may be required to carry out the job on Sundays, holidays, after normal working hours or even at night time in addition to the normal working hours on extra payment as per terms and conditions of the contract and extant rules.

7. SUFFICIENCY OF TENDER:

- i) All data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for proper execution of the work.
- iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the Trustees' sanctioned schedule of rates /special rates that is/was in vogue at the time of estimating for the subject work, will prevail over the rate misprinted in B.O.Q.

8. PARTICULARS OF EXISTING WORKS:

Such information as may have been given in the specification as to the existing features and works other than those now under construction as part of "Kolkata Port Trust" given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

9. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

In case of any discrepancy found in any part of the tender document, the Engineer's decision on this matter shall be final and binding and the Tenderers attention is drawn to clause 4.3 of the General Conditions of Contract in this respect.

10. METHOD OF MEASUREMENT:

It is to be clearly understood that this not a lump sum tender and the Contractor shall be paid on actual no of operation carried by the Contractor according to his quoted rates in the priced bill of quantities.

11. ON ACCOUNT PAYMENT:

On account payment to the Contractor may be released from time to time at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the **Superintending Engineer (River Training)** with necessary documents in original. Subject to the availability and feasibility of the system, KoPT may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of KoPT.

12. ESCALATION / VARIATION ON PRICES:

If during progress of the work current minimum wage as prescribed by appropriate statutory body (Central Govt/State Govt as the case may be) is enhanced then the same will be payable to the contractor through the formula below:

$E = (NW - OW) * 18.11\%$ (statutory for ESI & EPF)

When NW= New minimum wage

OW= Old minimum wage during tendering

E= Amount payable to the Contractor.

13. 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. Minimum rate of payment to the labourers for any given time should be equal to the minimum wages fixed by Chief Labour Commissioner (Central) or the minimum wages fixed by Govt. of West Bengal, during that period, whichever is higher.

It will be the duty of the contractor to abide by the provisions of 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 Trustees 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 or for the non-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 labourers 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.

14. COMPLIANCE WITH E.P.F & E.S.I ACT:

The successful contractor will have to comply with provisions of **EPF & MP Act –1952, Employees' State Insurance Act-1948** & Employees State Insurance (Amendment) Act, 1989 (along with amendments, if any), issued from time to time and as applicable to him.

If asked for by the Engineer, the contractor shall be required to submit photocopies of all payment challans of both employees' and employer's contributions deposited towards this acts and produce the originals for verification to the representative of the Engineer, i.e. **Superintending Engineer (River Training)**.

15. 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 Vehicle Act, latest revision.

16. TAXES & DUTIES: -

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

GST, if liable, will be paid extra by the Trustees as applicable. The bidder should not include GST in his rates.

17. SETTLEMENT OF DISPUTES:

[

If a dispute of any kind whatsoever arises between KoPT and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the Trustees' General Conditions of Contract.

18. CALCUTTA PORT TRUST:

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

19. CLARIFICATION OF BIDS:

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

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

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

21. WORKMEN AND WAGES:

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

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

22. DISPARITY IN QUOTED RATE/AMOUNT:

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

Time of Completion

23. Time work have to be completed within 01 (One Year) from the date of issue of work order

SCHEDULET**Annexure-C (Contd)****KOLKATA PORT TRUST****CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder
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)			

(To be submitted with Cover-I of Offer) Annexure-C(Contd)
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.

B) Name of the father of the Bidder. :

C) Whether the Bidder carries on business in his :
own name or any other name.

D) When business was started and by whom. :

E) 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)

Proforma of Performance certificate/ credential of works)

[To be issued on issuing authority's letterhead duly signed with office seal]

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

DOCUMENTS TO BE UPLOADED ALONG WITH COVER –I

Scanned copy of the following documents to be uploaded:-

- ii) Valid Trade Licence.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI GST Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.
- vii) 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.
- viii) Copies of balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2014 – 2015, 2015-2016 and 2016-2017)** and **the same should be audited as per relevant norms wherever required.**
- ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.
- x) EMD & Cost of Tender documents.
- xi) Original T.R. relating to Permanent Earnest Money Deposit.
- xii) Duly signed full Techno Commercial Part(Part-I) and Price Bid(Part-II)
- xiii) Certified copies of PAN Card
- xiv) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents
- xiv) GST Registration Certificate (Mandatory)

कोलकाता पत्तन न्यास

Kolkata Port Trust

**Office of the Superintending Engineer, River Training,
51, Circular Garden Reach Road, Kolkata 700 043;
Tele – 033 24397079 E-mail id: r.mukherjee@kopt.in**

NIT No.RT/TN/17-18/

DATED :

NOTE: Last Date of Download of tender documents 4.5.18 .
(up to 1400 hours)

Tender is due for submission by 3:00 P.M. 4.5.18

PRICE BID (PART-II)

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

BILL OF QUANTITIES

E-TENDER FOR : **Supply of daily labour for various sites of River Training wing for carry out miscellaneous works for the period of one year from the placement of work order”Part-A, Civil Engineering Accommodation Of Sagar Island**

Sl. No.	Items	Quantity	Rate Rs. P.	Unit	Amount Rs. P.
1	Supply of unskilled Daily Labour	600/ operation	398.50 Operation [Rupees three hundred ninety eight paisa fifty only]		2,39,100.00
				Total Rs.	2,39,100.00

Tenderer to fill up the following [score out which is not applicable]

(a).....% (in figures)	{	<u>price not to be quoted here</u> Below par (-) Rs.
.....Percent (in words)		
(b)..... At par		
(c).....% (in figures)	{	Above par (+) Rs.
..... Percent (in words)		

Total Tendered Amount: Rs. _____

Total tendered amount (in words).....

[The rate quoted shall include all taxes and duties, ESI/EPF subscriptions etc. as applicable excluding GST
 GST will be reimbursed by KoPT as stated in the tender document.]

Maximum number of workmen likely to be engaged in days work..... numbers

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

Time of Competition

Date: _____

KoPT/Kolkata Dock System/CE/18/18-19/ET/39

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted / stated
above are to be carried over to Form of Tender attached]

Witness: -

(Name in block letters)

Address:

Occupation:

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. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

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 : (In Block Letters)		Address :	
Address :			
Occupation			