



KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM

HYDRAULIC STUDY DEPARTMENT

20, Garden Reach Road, Kolkata – 700 043

Telephone no. 033-2439 -6880, 7910

FAX No. 033-2409-3036, 3031 ; Email: che@kolkataporttust.gov.in

Website: www.kolkataporttrust.gov.in

BID DOCUMENT

FOR THE TENDER

OF

**SUPPLY OF TWO SKILLED LABOURERS ON ‘PER-OPERATION’ HIRING BASIS
FOR CARRYING OUT TECHNICAL AND OTHER WORKS AT HYDRAULIC
STUDY FIELD ORGANIZATION, BERHAMPORE AND SWARUPGUNJ
D.M.STATION,NADIA UNDER HYDRAULIC STUDY DEPARTMENT OF
KOLKATA PORT TRUST FOR A PERIOD OF TWO YEARS**

TENDER NO. Hyd/12003.XVII/530

AUGUST - 2019

Tender Fee: ₹590/- (including GST)

1.0 **NOTICE INVITING TENDER**

TENDER NO. Hyd/12003.XXII/530

DATE: 19/08/2019

Tenders under "One Cover Bid" comprising of two parts i.e (i) Techno-Commercial Bid and (ii) Price Bid are invited from experienced, bonafide and competent firms / agencies / contractors having requisite experience and resources as per pre-qualification criteria for supply of two skilled manpower under Hydraulic Study Department of Kolkata Port Trust at Hydraulic Study Field Organization, Berhampore (Murshidabad) & Swarupgunj D.M Station, Nadia in West Bengal for a period of two years.

Estimated value of the work is Rs. 7,45,417/- excluding GST for a period of two years.

SCHEDULE OF TENDER (SOT)

Tender No.	Hyd/12003.XXII/530 Date: 19/08/2019
Tender Authority	Chief Hydraulic Engineer, 20, Garden Reach Road, Kolkata-700043, Phone:033-2439 6880 /033-2409 3031 Fax No.: 033-2409-3036 E-mail: che@kolkataporttrust.gov.in Website: www.kolkataporttrust.gov.in
Mode of Tender	e-Procurement System. (Online one part Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app). The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
E-Tender No.	
Estimated value of Tender	₹ 7,45,417/- excluding GST for a period of two years.
Validity of Price Bid	180 Days from the date of opening of the Techno-Commercial bid.
Period of Contract	Two (2) years
Date of NIT available to parties to download	19-08-2019 after 17-00 hrs.
Date, time & place of offline Pre-Bid Meeting	26-08-2019 from 14-00 to 15-00 hrs. at Hydraulic Study Department, 20, Garden Reach Road,Kolkata-700043.

i) Earnest Money Deposit	The bidders shall be required to deposit Rs.14,909/- (Rupees Fourteen thousand nine hundred Hundred eight only) as EMD in the form of Demand Draft/ Bankers Cheque/Pay Order in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata in original in the designated Box located inside the Office Room of Chief Hydraulic Engineer at 20, Garden Reach Road, Kolkata-700043 within 16/09/2019 by 15-00 hours.
ii) Tender Cost	The bidders shall be required to deposit Rs.590/- (Rupees five hundred ninety only) inclusive of GST as non-refundable tender cost in the form of Banker's Cheque / Pay Order / Demand Draft in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata in original in the designated Box located inside the Office Room of Chief Hydraulic Engineer at 20, Garden Reach Road, Kolkata-700043 within 16/09/2019 by 15-00 hours.
Last date of submission of Tender Document Fee and Earnest Money(offline)	16-09-2019 Upto 15-00 hrs.
Date of Starting of e-Tender for Submission of online bids (Techno-Commercial Bid and Price Bid) at CPP Portal	19-08-2019 after 17-00 hrs.
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	17-09-2019 at 15-00 hrs.
Date and time of opening of Part-Techno-Commercial Bid & Price Bid	18-09-2019 after 15-00 hrs.

Note: In the event of unforeseen closure of work/holiday on any of the above day, the same will be opened/ held on the next day without any further notice.

T. Mondal
Dy. Director
for Chief Hydraulic Engineer

2.0 Important Instructions for e-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:-

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact persons (KoPT):

1. Sri P.Biswas, Sr. Scientific Officer
Mobile: 9433163768

2. Sri P.Das, Ex. Engineer

Phone Number: (03482) 252238

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@g mail.com
See CPP Portal for contact details.

3.0 Pre-qualification Criteria

3.1 The firm must have experience in supply of Skilled Labourers in the field of manpower supply works. Performance Certificate and work order obtained from the previous clients on manpower works will have to be produced by the intending bidders to establish their credibility.

3.2 The firm must have experience of having successfully completed such type of works during the last 7 years(seven years) ending last day of month previous to the one in which NIT is invited should be either of the following:-

- a) Three similar completed works each costing not less than **40%** of the present Estimated cost i.e. **Rs.2,98,167/-** (OR)
- b) Two similar completed works each costing not less than **50%** of the present estimated cost i.e. **Rs. 3,72,709/-** (OR)
- c) One similar completed work costing not less than **80%** of the present estimated cost i.e. **Rs. 5,96,334/-** (OR)

3.3 Bidders must have Average Annual Financial Turnover during the last 3 years ending 31st March,2018 at least **Rs.3,94,489/-**.

3.4 Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Audited Balance Sheets and Profit and Loss accounts for 2015-16, 2016-17, 2017-18, Current EPF Registration, Current E.S.I. Registration.

4.0 GENERAL CONDITIONS OF THE CONTRACT

4.1 General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in the Part-II of the e-tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

4.2 Format and Signing of the offer document:

(a) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorized to sign on behalf of the tenderer. Such authorization shall be indicated by written power-of-attorney.

(b) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initialed by the person(s) signing the documents.

c) The offers of the intending bidders in respect of the single-cover e-tender are to be submitted in two parts, i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Technical-Commercial Terms & Conditions for offer and 'Part-II' should constitute only the Price Bid(.xls format) without any deviation and condition. Both parts, i.e. Part-I & Part-II, are to be submitted through CPP Portal (eprocure.gov.in).

4.3 Mode of Submission of Bid

The bids are to be submitted under one cover comprising of two following parts:-

Part-I should constitute the Technical and Commercial terms and conditions for an offer and

Part-I (Techno-Commercial) will contain the following documents [self attested and duly stamped legible scan copies to be uploaded]:-

- a. Current Trade License / Company Registration and GST registration Certificate, Audited Balance Sheet and Profit and Loss accounts for FY 2015-16, 2016-17 and 2017-18 and I-TAX return for the last year.
- b. Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate, etc.
- c. A letter addressed to the Chief Hydraulic Engineer confirming that the Tenderer has accepted all terms and conditions laid down in the bid document should be enclosed as per Annexure-A.
- d. Photo Copy of PAN Card.
- e. Details of ECS like (i) Name of the Bank with IFS Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code/RTGS as applicable.

- f. Original Bank Draft / Banker's Cheque / Pay Order payable to "**Kolkata Port Trust**" for **Earnest Money Deposit** as calculated in the office of the Chief Hydraulic Engineer physically in the earmarked box at 20, Garden Reach Road, Kolkata – 700043 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the CPP Portal.
- g. Original Bank Draft / Banker's Cheque/Pay order in favour of "Kolkata Port Trust" for Rs.590/-(**including GST**) as cost of **Tender Document** physically in the earmarked box at the office of the Chief Hydraulic Engineer at 20, Garden Reach Road, Kolkata-70043 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the CPP Portal.
- h. Copy of NSIC/MSME document(s), if applicable, for exemption of Earnest Money Deposit and cost of Tender Document.
- i. That the bidding firm has not been debarred / de-listed by any Government / Quasi Government / Public Sector undertaking in India.
- j. Letter of power of attorney, if any.
- k. Filled up Form of Tender as per enclosed Proforma (Annexure – A).
- n. Copy of ESI Registration Certificate.
- o. Copy of EPF Registration Certificate.
- p. Check List as per Annexure-E.

Contents of Part-II (Price Bid):- The price, in Indian Rupees, shall be submitted as per .xls Format. If any conditions are indicated in the price bid, or if any deviations whatsoever, from the accepted format are found, the Offer of the bidder will be rejected. The bidder shall be required to quote his rates at the blank spaces in the .xls format of price bid. Price to be quoted in INR and should be inclusive of all except GST which would be payable extra at actual on production of documentary evidence as per norms of GST.

5.0 UNDERTAKING:

The bidder shall submit an unconditional undertaking while submitting the bid using as per Annexure-A of this e-tender and with there will be no necessity to upload signed bid document and GCC (available in the website of Kolkata Port Trust).

6.0 INSTRUCTION TO BIDDERS

- 6.1 The bidders **must upload** all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender may lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
- 6.2 Bidders are advised to submit offer based upon Technical Specification, all Terms and Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. KoPT reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by KoPT.
- 6.3 KOLKATA PORT TRUST will not be responsible for any costs or expenses incurred

by the Bidder in connection with the preparation and submission of his bid, arranging for site inspections, the mandatory trials or for any other expenses incurred in connection with such bidding.

6.4 Please note that there is no provision to take out the list of the parties downloading the tender document from the website mentioned in the NIT. As such, **bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigendum / addendum uploaded against the said tender after downloading the tender document.** The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website.

6.5 The work is to be done as described in Bid Document. The Bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of Pre-Bid discussion in the address given in the next clause.

6.6 If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing, addressed and forwarded to the Engineer at the following address:-

**Chief Hydraulic Engineer,
Hydraulic Study Department,
Kolkata Port Trust,
20, Garden Reach Road,
Kolkata-700043.**

6.7 The bidders may please note that the Kolkata Port Trust will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Kolkata Port Trust's Officers for making such inquiries. Should Kolkata Port Trust find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Kolkata Port Trust.

6.8 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. Kolkata Port Trust may reject, accept or prefer any bid without assigning any reason whatsoever.

6.9 Credentials submitted by the bidders will be verified from the credential issuing entity / organization through a confirmation seeking letter by Kolkata Port Trust (KoPT) Authority and in doing so, the KoPT Authority will enclose copies of work order / performance certificates / payment details submitted by the bidder. In case, the credential issuing firm happens to be a foreign entity and they do not respond to request by the KoPT Authority for confirmation of credentials, then assistance of the Indian Embassy in the corresponding Country may be sought for.

6.10 To avoid confusion / contradiction in analyzing financial documents i.e. Auditor / Chartered Account's Certificates, Balance Sheets, Profit and Loss Accounts etc. submitted by the bidder, reliance will be given on any certificate issued by a Chartered Accountant and in such cases, UDIN should be incorporated in certificates issued on or after 01/02/2019.

6.11 If a bidder has had previous history of misconduct [i.e. banning from any Government Sector, Premature Termination of a Contract solely on bidder's fault(s), criminal case pending against the company or its Owner / current Directors filed by a Government Entity etc.] his offer is liable to be ignored.

6.12 The proprietor/ partner(s)/ authorized signatory of the bidding firm(s) [in the case of proprietorship firm/ partnership firm/ limited company, as the case may be] is/are not associated with any other firm(s) bidding for the same work.

6.13 If it is detected that a Bidding Firm has submitted fraudulent / misleading document(s), appropriate civil penal action will be initiated against the said Bidding Firm by the Kolkata Port Trust Authority.

6.14 In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tender, the same will be opened on the next working day at the scheduled time.

6.15 Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

6.16 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

6.17 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The Power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. Kolkata Port Trust may reject outright any bid unsupported by adequate proof of the signatory's authority.

6.18 The bids shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be complete and free from ambiguity, change or inter lineation.

6.19 Price Bids containing any sort of qualifying expressions will be rejected.

6.20 Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by Kolkata Port Trust in writing to the bidder. In the event of Kolkata Port Trust intends to or awards the work against the said bid to the said bidder, and the bidder fails to commence the work in stipulated time, the Earnest Money will be forfeited.

6.21 Kolkata Port Trust may ask further documents related to experience of similar works for verification if they are not satisfied with the submitted documents. If the work order(s) and Performance Certificate(s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.

6.22 Kolkata Port Trust reserves the right to ask any one of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component, failing which or if their justification of prices are found unacceptable to KoPT, their Tender may be cancelled by Kolkata Port Trust .

6.23 Chief Hydraulic Engineer or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Chief Hydraulic Engineer taken unilaterally will be final and binding on the bidder.

6.24 The General Conditions of Contract of KOPT (available in website of Kolkata Port Trust) shall be applicable wherever relevant.

6.25 NSIC / MSME registered firms in relevant categories (under single point registration

scheme) are exempted from depositing cost of Tender Document & Earnest Money Deposit. Documentary evidence must be submitted in Part – I (Techno-Commercial bid) of their offer for claim of such exemption, otherwise their offer may be rejected.

N.B: The information being provided in the Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

7. Earnest Money Deposit:

- a) An amount as per following table shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order to "Kolkata Port Trust" and payable at Kolkata.

Earnest Money Deposit	Rs 14,909/-.
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- b) EMD of unsuccessful bidders will be refunded without interest within 2 months from the opening of Price Bid or on finalization / acceptance of the tender, whichever is earlier. If Price Bid is opened before expiry of validity of EMD, the same will be refunded to the bidders other than L-1 bidder. EMD of L-1 bidder will only be encashed. If price bid cannot be opened for any reason before expiry date of Earnest Money, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. **Tender submitted without EMD shall not be considered.**
- c) EMD of successful bidder will be returned without interest after submission of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture. Earnest Money shall be forfeited if any tenderer withdraws or alters his offer within the validity period of the tender, making it unacceptable to KoPT. For the purpose of this provision, the validity period shall include any / all extension thereof as agreed to by the tenderer in writing. Kolkata Port Trust shall also be at liberty to deduct any of their dues from Earnest Money.
- d) **EXEMPTION:** NSIC, Small and Micro and Small Enterprises (MSME) registered firms (under single point registration scheme) are exempted from depositing Earnest Money. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

8.0 SECURITY DEPOSIT

8.1 After the issuance of Letter of Intent work order, Security Deposit shall be submitted within 30 (thirty) working days. The contractor shall commence the work (covered in the Bid Document) as per the said work order.

8.2 Successful tenderer will submit Security Deposit for a sum equivalent to 10% of the total evaluated price of the tender Supply of manpower for supply of two skilled labourers at Hydraulic Study Field Organization, Berhampore and Swarupgunj Discharge Measuring Station, Nadia under Hydraulic Study Department of Kolkata Port Trust for a period of two years and as accepted by KoPT in demand draft or in the form of Bank Guarantee as per the

enclosed format in favour of 'Kolkata Port Trust' from a National / Scheduled Indian Bank with office at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court. The Security Deposit shall remain valid for 6 months after the expiry of the contract.

8.3 KoPT shall encash the Security Deposit in the event the contractor fails to carry out the work at the order of Engineer or his authorised representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

8.4 The Chief Hydraulic Engineer shall have the right to ask for the extension of the above Security Deposit till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Chief Hydraulic Engineer.

9.0 DUTIES & TAXES

- a) The prices quoted shall be including all statutory levies excluding GST. The summation of all item-wise total prices (excluding GST) (i.e Grand total as mentioned in BOQ) would be the basis of evaluation.
- b) Supplier / service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c) The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under 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 timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoices/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.
- d. 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 supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- e. 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.

- f. The purchase order / work order shall be void, if at any point of time you are found to be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in the contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.

10.0 PRICING OF BID

10.1 General: The Bid shall be quoted in and as per format of Price Bid(.xls format).

10.2 Currency of Quotations: The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

10.3 Validity of Price Bid: The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part – I (Technical & Commercial aspects) of the Bid.

11.0 SCOPE OF THE WORK

The work comprises of supply of services of skilled personnel having science graduate / diploma in civil engineering for carrying out 'laboratory works' [2(two) operations per day) from 9:30 AM to 5:30 PM on working days at Hydraulic Study Field Organisation(HSFO),Berhampore(W.B) and Swarupgunj D.M.Station,Nadia(W.B) under the supervision of the Departmental Representatives. At Swarupgunj Discharge Measuring Station,Nadia(W.B), one skilled labourer will have to be deployed by the Contractor to normally carry out daily discharge measurement works of the River Bhagirathi generally from Monday to Friday [excluding Holidays] with the assistance of one motorized country boat along with semi-skilled labourers to be supplied by KoPT. During peak monsoon and as per other requirements of KoPT [as communicated from time to time based on actual requirements], the skilled labourer will have to carry out discharge measurements works of the Tributaries of the River Bhagirathi. At Hydraulic Study Field Organisation(HSFO),Berhampore(W.B), one skilled labourer will have to assist officers and other Staff of Kolkata Port Trust in carrying out hydrographic survey of the River Bhagirathi and associated collection of hydrological data for about 50 [fifty] working days during the tenure of contract and contractor's skilled labourers may be required to stay round the clock for 3 to 5 days [on actual need-based requirements] at KoPT supplied wooden /steel body launch and for that the contractor has to arrange for reimbursements towards supply of foods to his such labourers. The skilled labourer to be deployed at HSFO,Berhampore will also have to carry out day-to-day discharge measurement works of the River Bhagirathi and with hydrological data collection. In regard to collection of Hydrological Data from outdoor, the operations may be required in Saturday, Sunday and Holiday also as per actual need-based requirements. To cope with emergent need, the skilled labourer to be deployed at Swarupgunj D.M.Station may also assist officers and other Staff of Kolkata Port Trust in carrying out hydrographic survey of the River Bhagirathi and associated collection of hydrological data during the tenure of contract during the aforesaid 50 [fifty] working days.

In addition to the aforesaid technical works, the two skilled labourers will have to assist the officers and staff members of KoPT in carrying out all day-to-day routine administrative works for Hydraulic Study Field Organization, Berhampore and Swarupgunj Discharge Measuring Station.

The quality of the service to be rendered by the two skilled labourers shall be such that Hydrological Data Analysis, Computerization 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 including all other assigned works have to be performed up to the satisfaction of the supervising officers.

12.0 INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location well before the pre-bid meeting. He should contact the Sr. Scientific Officer & Officer-in-Charge, Hydraulic Study Field Organisation, Kolkata Port Trust, Berhampore, West Bengal-742101 or Sri P.Das, Ex.Engineer for collecting information about the site before the pre-bid meeting. No excuse will be entertained afterwards on the above ground.

13.0 WORK SITE:

The work shall have to be executed at the following offices of Hydraulic Study Department :-

- (a) HSFO Office at Berhampore- Hydraulic Study Field Organisation, 3 Netaji Subash Road, P.O. Berhampore, Dist: Murshidabad, West Bengal, PIN-742101 and
- (b) Swarupgunj Discharge Measuring Station, P.O Swarupgunj, Dist: Nadia, West Bengal , PIN-741315

14.0 Responsibility of the Contractor for methodology of works:

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.
- ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution individual item of the works supported by necessary details.

15.0 TIME OF COMPLETION

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within two years (twenty four months) from the date of placement of work order.

16.0 Pre-Bid Meeting

An off-line pre-bid meeting will be held on 26-08-2019 from 14-00 hours to 15-00 hours at Hydraulic Study Department, 20, Garden Reach Road, N.S.D. Area, Kolkata-700043 to clarify issues and to answer questions on any matter that may be raised at that stage to the prospective bidders or their official representatives. The tender document can be modified by issuance of addendum(s) and responsibility of downloading such addendum(s) from website of Kolkata Port Trust and NIC's CPP Portal for e-Procurement (GePNIC) fully lies with the bidders. Minutes of the pre-bid meeting will be a part of the tender document and it will be strictly binding for the bidders. Any queries received after pre-bid meeting will not be accepted in any manner whatsoever. Deadline for submission of tenders may be extended if necessary to afford prospective bidders time to take clarifications into account in their tenders.

17.0 Sufficiency of Tender:

- (i) The tender drawings (if any) and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilized in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- (ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the subject work.

18.0 Discrepancies in contract documents

Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract and Tenderers' attention is drawn to Clause No. 4.3 of the General Conditions of the Contract. The execution of work shall conform minutely to the approved and assigned drawings(if any) and specification and any other details drawings(if any) which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings(if any) those have formed part of the contract documents.

19.0 Availability of the Tender Document

Tender document can be downloaded from the Kolkata Port Trust Website: www.kolkataporttrust.gov.in / NIC's CPP Portal for e-Procurement (GePNIC).

20.0 Time of Completion of the Work

The time of completion for the work shall be Two Years (twenty four months) from the date of acceptance of the Work order.

21.0 BID OPENING, EVALUATION AND COMPARISON OF BIDS

- a) Kolkata Port Trust reserves the right to accept Price Part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. Kolkata Port Trust's decision in this regard shall be final and binding on the bidders.
- b) Part-I: Technical and Commercial Aspects: One representative of each bidder will be allowed to be present during the opening of the bids provided such representative possesses a written authorization from the bidder.
- c) The Price Part received and accepted will be evaluated by method indicated in the Format of Price Bid and as per relevant clause of Price Quote Bidder (Clause No.22).

22.0 Price Quote by the Bidder

The contractor has to pay his two skilled labourers Minimum Wages + EPF Contribution+ ESI Contribution + Bonus [if applicable as per Payment of Bonus Act including its up-to-date Amendments) for this tender. The minimum wages and other statutory payments will be based on the rates issued by competent authority from time to time. The minimum wages (whichever is higher) as decided by the Central or State Government will be adopted. The fixed percentage of profit of the bidder as quoted by him in the BOQ over the Minimum Wages prevailing as on 01/04/2019 will, however, remain fixed during the contractual period of two years. If any revision in Minimum wages (increase/ decrease) or fresh statutory charges or enhanced rate of EPF/ESI contribution are required to be paid by the contractor, KoPT will pay the actual amount only, and no profit will be allowed on this account. No other escalation in any account is admissible during the tenure of contract. The contractor is required to quote his fixed percentage of profit for supply of two skilled category labourers considering compliance of relevant labour laws which will, inter-alia, include EPF, ESI, Bonus (if applicable)etc.

The rates to be quoted by the bidders will have to be entered separately as per Proforma of BOQ in .xls format in the allotted slot for the e-tender in prescribed portal of NIC [GePNIC Platform]. The price-bids of the bidders will be evaluated on the basis of total quoted price comprising of:-

Percentage of Profit for the works as stated in the Scope of the work as per BOQ of the tender document as quoted by the contractor for engaging two Skilled Labourers during the contractual period of twenty four months @ twenty two days per month on full-fledged basis complying payment of minimum wages for two skilled

labourers as fixed by Govt. of India or Govt. of West Bengal whichever is / will be higher and it should include statutory contributions namely, EPF & ESI payable to two Skilled Labourers that are / will be in vogue as per order of competent authority(s) as per EPF & ESI Acts with its up-to-date amendments as well as applicable. Bonus payable to two Skilled Labourers as per Payment of Bonus Act with its up-to-date amendments and also keeping in view of all future amendments during the entire contractual period as per applicability.

The rate quoted as Percentage of Profit shall be inclusive of all taxes, levies, statutory payments [ESI, PF and Bonus(applicable as per Payment of Bonus Act with its all up-to-date amendments)] except GST. No other cost (Gratuity, Staff Uniform Allowances, Leave wages, Holiday Wages etc.) will be reimbursed by KoPT. The contractors should comply with the Central Minimum Wages Act + EPF Contribution + ESI Contribution + All statutory allowances as applicable under the law. If any revision in Minimum Wages (increase/ decrease) or Fresh Statutory allowances or enhanced rate of EPF / ESI contribution are required to be paid by the service provider, KoPT will pay the actual amount only and no profit will be allowed on this account. No other escalation in any account is admissible during the tenure of the contract. Kolkata Port Trust being the Principal Employer is not at all liable to pay bonus to the labourers (two skilled labourers) to be engaged by the Contractor for this tender as the Contractor for the subject work will have to pay the same to its labourers as per Payment of Bonus Act with its up-to-date amendments for which, the contractor should quote his percentage of profit in the BOQ of the instant tender very judiciously.

The overall lowest financial bid of the bidder as per BOQ will be awarded the contract subject to fulfillment of all other terms and conditions.

If a bidder quotes 0% or unworkable percentage of profit in the prescribed column of BOQ in .xls Format, his offer will be treated as non-responsive without any further consideration.

GST would be considered extra as per the extant rate. Any modification (GST) in taxes or duties, during the tenure of the contract, by the Govt. of India, shall be applicable. Any recovery due on account of subsequent modification in taxes & duties shall be assessed by KoPT, without any reference to the contractor and shall be made by KoPT from the amount payable under the contract.

23.0 Clarification of Bids:

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates to evaluate price bids of all the participating bidders on a common platform. The request for clarification and the response shall be in writing through mails, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders. No Tenderer shall contact the Employer on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, he should do so in writing through mails.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender. Verification of original documents of L1 bidder who has been found acceptable techno-commercially shall be done by Kolkata Port Trust before recommending the offer for acceptance.

24.0 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 with upto-date amendments (during the contractual period and its extension period, if any], 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.
- o) Payment of Bonus Act,1965.
- p) Payment of Gratuity Act,1972.

25.0 SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:**Agreement**

The successful contractor shall enter into a formal agreement with KoPT as per FORM OF AGREEMENT [as given in the tender document] in a non-judicial stamp paper of appropriate value, within 30(days) days from receiving of the Work Order & shall commence work within fifteen days from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder. If the selected bidder withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

26.0 Extension of Contract :

The contract for the subject work is valid for two years from the date of commencement of work by the successful tenderer, with an option of extension(s) for short periods subject to performance of the Contractor, at the discretion of KoPT.

27.0 Income Tax :

Tax will be deducted at source from the bills, at the appropriate rate, as per relevant provision of Income Tax Act, 1961.

28.0 LD Clause:

As per GCC of Kolkata Port Trust.

29.0 Resolution of disputes and arbitration:

In the event of any dispute, question of difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, it will be guided by the General Conditions of the Contract(GCC) of Kolkata Port Trust [available in the website at www.kolkataporttrust.gov.in].

30.0 Applicable Law :

The contract shall be governed by and interpreted in accordance with the laws of the land. The contract will be under the jurisdiction of the High Court at Kolkata.

31.0 Mode of Measurement of work:

The following format of the Job Cards would be used for recording measurement of successful completion of each 'operation' on a daily basis by the respective supervising departmental officer.

MONTH & YEAR :						
(Name of Vendor/Contractor)						
Name of Job: SUPPLY OF TWO SKILLED LABOURERS AT HSFO,BERHAMPORE(W.B) AND SWARUPGUNJ D.M.STATION,NADIA(W.B) FOR CARRYING OUT TECHNICAL AND OTHER WORKS UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST FOR A PERIOD OF TWO YEARS.						
Work Order No. & Date						
Operation Date	Day	Time		Signature of operator	Signature of Departmental Officer	Remarks, If any
		In	Out			

(28,29,30 or 31 rows like this)

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

32.0 Mode of Billing and Payment:

The monthly bills of the contractor in triplicate containing relevant details must be accompanied by documentary proof of payment of remuneration/wages to its two skilled labourers before 7th of every month by RTGS/ECS directly in the Bank Accounts of the said deployed labourers which shall be raised for payment of the settled amount. If required, the contractor shall have arrange to open bank account for its all the labourers. Along with the said monthly bills to be submitted to

Kolkata Port Trust, the contractor will submit to the Kolkata Port Trust (i) the copy of documents / challans showing contractor's contribution deposited during previous months on account of EPF and ESI (ii) The number of skilled labourers employed by him (List by name) (iii) bonus (if applicable during contractual period), (iv) Payment Receipts from the operators stating their receipt of payment as per Minimum Wages Act, Govt. of India & related bank statements containing the authorised signatory of the Bank official(s) with their signatures and office seals clearly showing receipt of such payments by the labourers (v) copies of monthly attendance sheets of two Skilled labourers duly signed by authorized officer of KoPT (vi) Online payment particulars of contractor as per statutory ECS/NEFT/RTGS for payment and no other request for any other form of payment will be entertained. (vii) copy of Work Order (viii) PAN/TAN (ix) GST Invoice, (ix) copy of current order on minimum wages as issued by the Competent Authority. All the documents to be furnished by the contractor along with his monthly bills must be signed and stamped by him.

Special Conditions of Contract:-

33.0 Bidder's Commitment

33.1. The intending bidders should inspect the site of work in consultation with the Officer-in-Charge, Hydraulic Study Field Organization, Berhampore(W.B) well in advance of scheduled Pre-Bid meeting and acquaint themselves with the nature of work before participation in the pre-bid meeting. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

33.2. All instruments and accessories will be provided to the two skilled labourers of the Firm / Contractor for execution of the work and the Contractor will be accountable for those instruments / accessories.

33.3. The Firm / Contractor shall have to guard all instruments and accessories provided by Kolkata Port Trust (KoPT) at site by his own men at his own risk during working hours.

33.4. The contractor shall employ all necessary manpower to render proper service as per 'scope of work'. All cost arising out of such employment shall have to be borne by the contractor in full. The contractor shall be responsible for all the liabilities regarding payment, termination, leave, statutory contribution etc. for his staff without any obligation / involvement / liability on the part of KoPT. Contractor's workers shall be covered with appropriate Accident Insurance.

33.5. The Contractor will abide by the Job Safety measures, comply with the Statutory Rules and Regulations and will indemnify KoPT from the demands and / or responsibilities arising out of accidents or loss of life, the cause of which is the Contractor's negligence. In such cases, the Contractor will not hold KoPT responsible or obligated.

33.6 The skilled labourers to be engaged for the field works in the River and its Tributaries should be knowledge of swimming.

33.7 Contractors / Bidders should comply with the provisions of Minimum Wages Act as per Statute. If any fresh statutory obligation or rate of statute is revised the same is to be abided by the Contractor.

33.8 The Contractor shall alone be responsible for payment of wages and all other Statutory payments / legal dues payable to its employees, who will be deployed under this contract.

33.9 The Contractor shall be responsible for compliance and coverage of its employees under relevant statutory rules and acts as applicable viz.ESI, EPF, Central or State Government Minimum Wages whichever is higher, Payment of Bonus Act, etc. and will hold themselves responsible for any misdemeanors. The Contractor shall maintain proper Books of Account, Records and Documents and shall produce to KoPT Authority as and

when required. The Contractor shall obtain all requisite approvals, permission, licence etc. from the appropriate authorities for meeting its commitments and for complying with the obligations on its part under the contract. The contractor shall pay not less than prevailing wages, as fixed by Central Government or State Government (whichever is high) from time to time during the tenure of the contract, to the workers engaged by them. Minimum wages shall mean the rates(s) notified by Central Government/State Government (whichever is higher) from time to time. The contractor shall maintain necessary records and registers like wage book and wage slip etc. register of unpaid wages and register of fines and deductions giving the relevant particulars as required under various statutory provisions.

33.10. The contractor will also remain liable towards his skilled labourers' assistance in proper up-keepment of the sites and office rooms including collection of their monthly attending sheets from respective stations / sites during the period of contract.

33.11. It is made clear that for working as Skilled Labourers at Swarupgunj D.M.Station and H.S.F.O,Berhampore(W.B) under Hydraulic Study Department deployed by the contractor in connection with the instant tender will not entitle them to employment to Kolkata Port Trust.

33.12. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Chief Hydraulic Engineer shall have the power to correct the same and his decision shall be final and binding on the contractor.

33.13. Kolkata Port Trust may in their absolute discretion terminate this contract, and expel the contractor from the contract wherefrom, after giving seven days notice in writing due to either of the following events without being liable for any compensation to the contractor. In all cases the opinion of the Chief Hydraulic Engineer shall be final and conclusive (a) If the contractor suddenly abandons the contract, (b) If the contractor is not executing the work in accordance with the contract or (c) is persistently or flagrantly neglecting to carry out his obligations under the contract.

33.14. In all disputes, claims, demands or questions etc. arising out of or connected with the interpretation of the contract including the meaning of specifications or as to the quality workmanship of handling the components / spares or breach of the contract, the decision of the Chief Hydraulic Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the contractor.

33.15. The Tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer. The Tenderer is advised to acquaint himself with the job involved at the site, laws and bye-laws enforced by the Govt. and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All

costs/charges/expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by the Tenderer and KoPT accepts no liability in this regard.

33.16. The Contractor shall take adequate insurance cover for labourers to be deployed for execution of this contract. The Contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of KoPT for loss or damage accrued to any property or rights of KoPT whatever, including KoPT's agents/ servants/ employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify KoPT against all claims enforceable against KoPT (or agents/servants/employees of KoPT) or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

33.17. Successful Tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract, Special Conditions of the Contract, Specifications, Drawings if any, and the Bill of Quantities which the tenderer shall be deemed to have examined.

33.18. The Contractor will not disclose information, Confidential or otherwise relating to KoPT, it might have or get access to and which may affect the reputation of the Organization, any time to other parties.

33.19. All the labourer(s) employed by the contractor shall be engaged by them as their own employees / workmen in all respects implied or expressed. The bidder shall comply with all the requirements of labour laws, obtain all licenses/approvals/permissions to carry on the subject business.

33.20. The contractor must not have been at any time declared as insolvent or convicted for any offence by any Authority.

33.21. The contractor shall not assign, transfer, pledge or sub-contract the performance of service.

33.22. The contractor will have to furnish to the Chief Hydraulic Engineer, Kolkata Port Trust full particulars of the personnel deployed, including details like father's name, age, photograph, permanent address, telephone/mobile number etc. and will be solely responsible to ensure the verification of all credentials and antecedents of such personnel from the competent Authority(s).

33.23. The contractor shall be solely responsible for the redressal of grievances / resolution of dispute related to personnel deployed and Kolkata Port Trust shall in no way be responsible for settlement of such issues whatsoever.

33.24. The labourers provided by the contractor shall be under direct control and supervision of the contractor / agency. However, they shall comply with the oral / written instructions given on day to day basis by the officer(s) authorised by Kolkata Port Trust. They will be bound by the office timings and duty etc. as decided by Kolkata Port Trust.

33.25. The contractor shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Kolkata Port Trust to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

33.26. Any loss, theft or damage to the life and/or property of the employees of the and/or property of the Kolkata Port Trust shall be compensated by the bidder if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the bidder.

33.27. Any bribe, commission, gift, indulgence in corruption or advantage given, promised offered by or on behalf of the contractors or any one of more of their partners/Directors agents or servants or anyone else on their behalf to any officer, employee, representative or agent of the Corporation or any person on his or their behalf for showing or bearing, favour or dis-favour to any person in relation to the contract, shall subject the contractor to the cancellation of the contract or any other contract with the Corporation and also to payment of any loss or damage resulting from such cancellation.

33.28. The contractor will also ensure that the personnel deployed are not below the age of 18(eighteen) years and are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.

33.29. The contractor's persons shall not claim any benefit/compensation /absorption/regularization of service from/in Department in any manner whatsoever. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.

33.30. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/ organization matters as all are confidential/ secret in nature.

33.31. The contractor's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the

image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

33.32. The contractor shall ensure proper conduct of this persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering inside the premises of Hydraulic Study Field Organisation, Berhampore & Swarupgunj D.M Station, Nadia.

33.33. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the contractor and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.

33.34. Working hours would be normally from 9:30 A.M. to 5:30 P.M. during working days including ½ an hour lunch break in between.

33.35. No wage/remuneration will be paid to any staff for the days of absence from duty.

33.36. The contractor shall be contactable at all times and message sent by phone/ e-mail/ Fax/ Special Messenger from this Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfilment of the contract from time to time.

33.37. This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

33.38. This Department will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the staff at the approved rates.

33.39. The contractor shall start the work on “As-is-where-is” basis related to the subject work.

33.40. The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per the contract and shall not act in any manner as to cause any nuisance or annoyance to KoPT or the participants /visitors at the port. The firm/contractor shall not allow or permit employees to participate in any trade union activities, organization in and around the premises of KoPT.

33.41. The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.

33.42. The contract shall be drawn up in English language only.

33.43. The firm /contractor shall at all times, during the continuance of agreement, obey and observe all direction and instruction given by the Engineer or his authorized officials.

33.44. The contract may be terminated at one month's notice by KoPT if any one of the stipulated conditions agreed upon by the selected bidder is not met to the satisfaction of KoPT.

33.45. The staff provided by the contractor to KoPT are in case found to be indulging in any undesirable or unfair activities in the premises of KoPT, the contractor will solely be responsible for all the consequences apart from the liberty of KoPT office to lodge complaints before appropriate authorities.

34.0 Client Support:

The Officer-in-Charge of Hydraulic Study Field Organisation, Berhampore (W.B) or any other officer as may be nominated by the Chief Hydraulic Engineer of Kolkata Port Trust will be the Nodal Officer. He will provide necessary instruction, information and support to the Contractor for his assignment.

All instruments and accessories required for the above work will be provided by Kolkata Port Trust and the contractor will monitor the accountability of such items to be used by his labourers (two skilled labourers) and shall return those items after expiry of contract including the extension period(s), if any.

35.0 Safety: The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall ensure that his employees observe the statutory safety rules and regulations.

36.0 Entry Permit in Restricted Area: The Contractor shall be governed by the following provisions for interfacing safety custody and proper use of Permits :

a. All representatives and workers of the contractor shall possess the Identity Cards issued by the Competent Authority at the recommendation of concerned officer/Engineer on yearly or monthly or daily basis, free of cost.

b. The Contractor shall ensure that any Permit issued to their workmen or representative by the Competent Authority are not misused by unauthorised persons for entry into the protected area of Hydraulic Study Field Organisation, Berhampore & Swarupgunj D.M Station, Nadia.

c. It shall amount to breach of rules and regulations regarding entry into the prohibited area by the Contractor in case the Identity Card issued at his request are found to be misused by any authority/person.

d. The Contractor and their defaulting employees shall be liable for legal action against them for breach of rules regarding entry into the protected area.

37.0 Protection of existing service:

The contractor must pay full attention to the fact that the existing service facilities for KoPT are not disturbed at any time due to storing of materials etc. and take every precaution to keep the work sites clean which are being used by the labourer. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work consider necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.

38.0 SAFETY MEASURES:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required.

The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition. The contractor shall provide PPE's (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPEs. All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes. The successful bidder shall also ensure that –

- (i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- (ii) The work shall not pollute any source of water /land/ air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office and labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

39.0 KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly in the premises of KoPT, the Contractor has to make necessary arrangement to clear the rubbishes etc. from the work sites, at the end of day's work at his own cost & risk.

40.0 Compliance of relevant Acts, Ordinances etc.

1. The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees' Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, 1970, Payment of Bonus Act 1965 or any other Act, with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time to the extent they are applicable to their establishment/workmen, will be solely that of the contractor.
- 2) It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, Bye-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for any delay, damage, etc. and shall keep Kolkata Port Trust indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, Bye-laws, procedures etc.
- 3) 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 this contract.

41.0 Damage & loss to private property & injury to workmen :

The Contractor will at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust , the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servant or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury including injury resulting to death, loss or damage to

any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

42.0 Force Majeure :

In the event of the contractor / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

43.0 Assignment of Contract:

The contractor shall not assign the contract or any part thereof to anyone else.

44.0 Termination of Contract:

1) The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors:-

- a) Failure on the part of the contractor to supply requisite no. of personnel for the scheduled jobs in more than two consecutive occasions at any point of time or if the quality of services provided by the personnel is not satisfactory.
- b) Breach of any terms and conditions of contract including payment of monthly minimum wages to the personnel deployed within 7th of every month.
- c) Any unlawful act of the contract on any third party of behalf of the contractor entailing any damage / loss to the property / material of the Trustees or any inconvenience to the Trustee.
- d) After usual expiry of the contract period, the contract automatically stands cancelled.
- e) Failure to provide necessary information regarding payment of statutory dues in relation to the employee to the statutory authorities and statement of reconciliation as and when asked for.

- f) Assigning the contract or any part of the contract to any Sub-contractor / Agency. In other words, engagement of the sub-contractor for this particular contract is not authorized without the consent of Kolkata Port Trust in writing.

2) For such cancellation / deviation KoPT will, under no circumstances, be obliged for any financial repercussion and KoPT's decision to this effect shall be final.

45.0 PENALTY:

1) If after the contract has been awarded, the contractor during the period of contract fails to comply with the following then penalty will be imposed for non compliance of the terms of contract.

2) If the contractor fails to supply personnel as per the scope of services, a penalty @ Rs.500/- per such operation will be imposed. However, the payment or deduction of such compensation shall not relieve the contractor of the obligation / liabilities under the contract.

3) If any of the staff of the contractor misbehaves with party/staffs of KoPT etc., not found in his place of work during duty hours, does not carry out /refuses the designated work or cause unreasonable delays in carrying out the work, does not supply/provide proper materials and/or replace the same in time, the contractor will pay a penalty of Rs. 100/- for each such fault committed & also replace the staff/materials to carry out such work. In such matter the decision of the HoD / Divisional Head or his designated officer shall be final and binding on the contractor.

4) The penalty will be realised from any dues of the contractor or the contractor will have to pay the same to the trustees.

46.0 JURISDICTION :

The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

47.0 Withdrawal of Tender:

In case the tenderer withdraws his tender before the expiry of the specified validity period of the tender, and / or fails to honour the tender, the Earnest Money deposited by the tenderers or the security deposit held shall be liable to forfeiture as the case may be.

ANNEXURE-A**NIT NO.: Hyd/12003.XXII/530 Date: 19/08/2019****FORM OF TENDER***(Note: All blank spaces to be filled in by the Bidder and upload along with tender)*

The Chief Hydraulic Engineer,
Hydraulic Study Department,
Kolkata Port Trust,
20, Garden Reach Road,
Kolkata-700043

Dear Sir,

We, M/s.....having fully read and understood the entire tender document, GCC (available in the website of Kolkata Port Trust) and Addenda, Corrigendum, if any, downloaded from the instant e-tender and no other sources, and will comply to the said document, GCC, Addenda, Corrigendum etc. unconditionally and unequivocally. We, the proprietor(s)/ partner(s)/ authorized signatory(s) of the bidding firm(s) [in the case of proprietorship firm/ partnership firm/ limited company, as the case may be] are not associated with any other firm(s) bidding for the same work and we had/have not been debarred / de-listed by any Government / Quasi Government / Public Sector undertaking in India.

We have submitted quotation "under one cover bid" comprising two parts i.e. i) Techno-Commercial Bid and ii) Price Bid.

We hereby agree that the said specification, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have annexed Original Demand Draft / Pay Order / Bankers Cheque No.dt..... of Bank for Rs.

We also agree to abide by this tender for a period of 180 days from the opening of Techno-Commercial Part (Part-I) and in default of our so doing, the Earnest Money of Rs..... only deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Kolkata Port Trust ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Kolkata Port may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for such decision.

Yours faithfully,

Dated.....

Signature.....

Full Address.....
(Seal)

ANNEXURE-B**PROFORMA OF BANK GUARANTEE****(PERFORMANCE BOND)****(AVAILABLE IN GCC)**

(In lieu of Cash Security Deposit)

*To be issued by the Kolkata Branch, as the case may be, of any scheduled Bank of India
on Non-judicial Stamp Paper worth Rs.50/-
or as decided by the Engineer/Legal Adviser of the Trustees*

To

The Board of Trustees

for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a Body Corporate,
duly

constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to
exempt..... a Proprietary / Partnership / Limited / Registered Company,
having its Registered office at (hereinafter referred to
as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit
through deduction from the Contractors' progressive bills under the terms and conditions of a
contract made between the Trustees and the Contractor
for..... (write the name of the work as per Work Order) in terms of
the Letter of Intent
No..... dated (hereinafter referred to as the
'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained
in the said contract, on submission of A Bank Guarantee for (Rs),
we.....Bank.....Branch.....,

do, on the advise of the contractor hereby undertake to indemnify and keep indemnified the
Trustees to the extent of the said sum of Rs.....(Rupees.....). We,
.....

..... Bank.....Branch,

further agree that if a written demand is made by the Trustees through any of its

officials for honouring the Bank Guarantee constituted by these presents, We ,.....

Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust" without any demur. Even if there be any dispute between the contractor and the

Trustees, this would be no ground for us (Name of Bank..... Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We Bank..... Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank..... Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank..... Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us..... Bank..... Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We Bank..... Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of days of 20..... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to..... or any extension thereof made by us..... Bank..... Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We..... Bank..... Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including

fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we..... Bank..... Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

5. We,..... Bank.Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....(OFFICIAL SEAL OF THE BANK)

ANNEXURE-C**FORMAT OF AGREEMENT****(AVAILABLE IN GCC)****(On Rs. 100/- STAMP PAPER)**

This agreement made on theday of2019 between the Board of Trustees for the Port of Kolkata, a Body Corporate constituted under Major Port Trust Act, 1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road, Kolkata – 700001, herein after called “Trustees” (which expression shall unless excluded by or repugnant to the context, be deemed to include his successor/s in office) of the one part and **M/s** having its registered office at hereinafter called the “CONTRACTOR” (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representative, successors in office and permitted assigns) of the other part.

WHEREAS THE TRUSTEES are desirous that certain works should be executed viz. NIT No. Hyd/12003.XXII/530 dt. 19/08/2019 and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works.

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows:-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to then 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 Tender/ Offer.
 - B. The General Conditions Of Contract.
 - C. Special Conditions Of Contract.
 - D. The Conditions Of Tender.
 - E. The Technical Specifications.
 - F. The Schedule of Rates.
 - G. The Terms of Payment.
 - H. The Drawings/Extra.
 - I. The Bill Of Quantities/Extra.
 - j. The Work Order No. Hyd/12003.XXII/530 dt. 19/08/2019
 - k. All correspondences 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, complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract.

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

The _____ Seal
of _____

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: _____

ANNEXURE-D

(FORMAT OF INDEMNITY BOND)
On the Rupees Fifty Non-Judicial Stamp Paper
INDEMNITY BOND

BY THIS BOND I/We, Shri, son of shri/Smt residing at by occupation, the Partner/Proprietor/Director of.....having its registered office at, are the contractor(s) under Hydraulic Study Department, Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust asked the every tenderer, to furnish an Indemnity Bond in favour of Hydraulic Study Department of Kolkata Port Trust against all damages and accidents to the Labourer(s) of Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENTS OCCURRING TO THE Labourer(s) of the Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. Hyd/12003.XXII/530 dt. 19/08/2019.

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

IN WITNESS WHEREOF I/We,, the Partner/Proprietor/Director of.....hereto set and seal this the day ofin the year..... at.....

Signature of the Indemnifier

Sureties

1. Signature

Name:

Address:

1. Signature

Name:

Address:

2. Signature

Name:

Address:

Witness:

1. Signature

Name&Address:

ANNEXURE-E

NIT NO.: Hyd/12003.XXII/530 Date: 19 /08/2019

CHECK LIST

Bidders are requested to check the Check-List given below while uploading their offer by (✓) mark or reason where not applicable

Sl. No.	Document /Proof	Yes/ No	Reference Document Tag/Remarks
1	Annexure- A duly filled in, signed with seal.		
2	Proof of depositing cost for downloading the tender document / NSIC or MSME's Certificate those are exempted from Tender Cost, signed with seal.		
3	Proof of depositing EMD / NSIC or MSME's Certificate those are exempted from EMD, signed with seal.		
4	copy of Trade License / Company Registration, signed with seal.		
5	copy of labour Registration Certificate of the Agency / Firm/ Individual from the appropriate authority. , if applicable, signed with seal.		
6	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work Order / Agreement, Performance Certificate, etc, signed with seal.		
7	copy of ESI Registration Certificate from ESI Department, signed with seal.		
8	copy of EPF Registration Certificate from EPF Department, signed with seal.		
9	copy of GST Registration Certificate, signed with seal.		
10	copy of PAN /TAN, signed with seal.		
11	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code /RTGS as applicable		
12	copy of document(s) related to Power of Attorney, if applicable, signed with seal.		
13	PRICE BID as per .xls format		
14	Audited Balance Sheets and Profit & Loss Accounts Statements for FY 2015-16, 2016-17 & 2017-18 duly certified by a Chartered Accountant, signed with seal.		
15	Copy of the I-TAX return for the last year, signed with seal.		
16	Declaration regarding ban / delisting / debarment in Contractor's Official Letter Head, signed with seal.		

Date :

Place :

Signature of authorized person
Full Name & Company's Seal