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KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग

Civil Engineering Department
वरिष्ठ कार्यकारी अभियंता, के पी डॉक्स .का कार्यालय
Office of the Senior Executive Engineer, K.P. Docks
51,सी. जी. आर. रोड, कोलकाता 700043
51, C.G.R. Road, Kolkata – 700 043
फोन 2439 :- 7079,2409 -3001, एक्सटेंशन:353
Phone: 2439 – 7079, 2409-3001, Extension: 353



Tender Notice No.: SEE/ KP/ 15-16/011/D/34

Dated: 14.10.15

Sealed tenders are invited from resourceful, experienced and bonafide Registered Contractors of KoPT for the subject work as per following Prequalification Criteria:

Tenderer should have experience in similar works like **upkeepment/ Civil Engineering maintenance of commercial / residential/ office buildings, etc.** and have successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

- (A) a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.
c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.
- (B) The intending tenderer should have average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year should be at least 30% of the estimated amount put to tender.

Similar works means upkeepment/ Civil Engineering maintenance of commercial / residential/ office buildings, etc.

Name of the Work: **Tender for Supply of unskilled labour at any location (both inside and outside dock area) for different miscellaneous works (non-measureable) under K.P.Docks as and when required for a period of one year from the date of order.**

Estimated Amount: **Rs. 4,63,536.00**

Earnest Money: **Rs. 9,300.00**

Time of Completion: **12 (Twelve) months from the date of placement of order.**

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to **12:00 noon on 05.11.15** on payment of **Rs. 300.00 p.** only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website www.kolkataporttrust.gov.in before 12:00 noon on **05.11.15.**

The tenders must be submitted along with copy of VAT, ESI Registration Certificate, P.F. Resistration certificate, I.T. PAN Card, Trade License, Valid Labour License (if applicable) and documentary evidences in support of Prequalification criteria as mentioned above by **3:00 P.M.** on **06.11.15** fulfilling conditions of Para above or **Clause No. 5** of the 2nd page of tender documents. Tenders will be opened shortly after **3:00.P.M.** on the same day in presence of tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3:00 P.M. on the next working day, and will be opened shortly after 3:00 P.M. on the same day. All other conditions shall remain the same.

वरिष्ठ कार्यकारी अभियंता, , के पी डॉक्स
Sr. Executive Engineer, K. P. Dock



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Phone: 2439 – 7079, 2409-3001, Extension: 353



NIT No. SEE/KP/15-16/011/D/34

dt.

Contract No. 34 (2015-2016)

E.E.O. No. 33/KP dt. 29.09.15

C.E.O. No. H/KP/33 dt. 05.10.15

Allo: 075/771/265

Messrs/ Shri.....

Dear Sir/s.

Re.: Tender for Supply of unskilled labour at any location (both inside and outside dock area) for different miscellaneous works (non-measurable) under K.P.Docks as and when required for a period of one year from the date of order.

Sealed tenders are invited from resourceful, experienced and bonafide Registered Contractors of KoPT for the subject work as per following Prequalification Criteria at **Percentage Above par / At par/Below par** of estimated cost put to tender as shown in the Bill of Quantities in accordance with this Notice Inviting Tender, the General Conditions of Contract, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for this particular contract.

Essential Pre-qualification Criteria:

A) Tenderer should have experience in similar works like **upkeepment/ Civil Engineering maintenance of commercial / residential/ office buildings, etc.** and have successfully completed similar works during last **7(seven) years** ending last day of month previous to the one in which applications are invited should be either the following:

- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.
- B) The average Annual Financial turnover of the intending tenderer during the last **3 years** ending **31st March** of the previous financial year should be at least 30% of the estimated amount put to tender.

Similar works means upkeepment/ Civil Engineering maintenance of commercial / residential/ office buildings,etc.

2. The Trustees' General Conditions of contract, Schedules of rates may be inspected at this office during office hour. Rest of the documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.
3. In case of a tenderer who has already deposited a Permanent Security with the KoPT under the new rules, he shall be bound by the Clauses of the General Conditions of the Contract pertaining to Earnest Money and Security Deposits for Registered Contractors.
4. The tenderers, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit a sum of **Rs. 9,300.00** as Earnest Money in from of **Bankers' cheque / Demand Draft / Pay order** in favour of **"KOLKATA PORT TRUST"** on any **Schedule Bank payable at Kolkata** before submission of the tender. The original Bankers' cheque / Demand Draft / Pay order must be attached with the tender. This amount will be refunded to the unsuccessful tenderers without **any interest**. In case of being the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.

5. The tenderers (Registered contractors of KoPT) may also submit the tender getting downloaded before 12 noon on **05.11.15** from the website of KoPT. In that case the bidding party shall have to pay the amount of **Rs. 300.00 (non-refundable)** towards the cost of bid document by draft or banker's cheque drawn in favour of 'Kolkata Port Trust' at the time of submission of tender documents.
6. The rates quoted by the Contractor must be valid up to **4(four)** months after opening.
7. The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc. and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances except Service Tax. Which is to be dealt as per clause No. 16 & 17 in special condition of contract.
8. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any correction necessary, should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be liable to be rejected.
9. 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.
10. The tender duly filled in, totalled and signed along with the following documents shall be submitted in sealed cover superscribed the above name of work so as to reach this office within 3 P.M. on **06.11.15**. The tender will be opened shortly after 3 P.M., on the same day and the intending tenderers or their authorised representatives may attend. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day.
 - a. Copy of the documents in support of Essential Prequalification Criteria as mentioned in **Clause – A** above.
 - b. Copy of Vat Registration Certificate.
 - c. Copy of ESI Regd. Certificate or copy of documents as mentioned in **Clause No.: 13** of Special Conditions of Contract.
 - d. Copy of PAN Card
 - e. Trade License
 - f. Annual Financial Turnover as mentioned in **Clause-B** above
 - g, Certified copies of PF Registration Certificate.
 - h. Certified copy of service tax registration, if applicable.
11. All tenderer should enclose a check list duly filled up enclosing the relevant documents as per the Proforma attached with the tender documents. In case, it is found that in spite of giving undertaking in the checklist, if any tenderer fails to quote and/ or if any particulars furnished in the checklist are found incorrect, they will also be warned.
In case the same enlisted contractors repeat such mistake on second occasion, his fixed Security Deposit would be forfeited and he will be debarred in participating in future tenders

Proforma of Check list (**Marked Annexure – B**) should be attached as a covering letter along with sealed envelop containing the offer.

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

Enclose: All papers as stated above.

Yours faithfully,

Sd/-

वरिष्ठ कार्यकारी अभियंता, , के पी डॉक्स
Sr. Executive Engineer, K. P. Docks

Tender for Supply of unskilled labour at any location (both inside and outside dock area) for different miscellaneous works (non-measurable) under K.P.Docks as and when required for a period of one year from the date of order.

Scope of the Work :

The work comprises of **"Supply of unskilled labour at any location (both inside and outside dock area) for different miscellaneous works (non-measurable) under K.P.Docks as and when required for a period of one year from the date of order."** as per the items described and set forth in the particular Bill of Quantities & Specifications all in accordance with the Trustees' General conditions and Special Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT

1. **General** :

These conditions are part of the tender documents, which must be read as a whole, the various sections being complimentary to one another, and are to be taken as mutually explanatory. These conditions shall be read in conjunction with the other parts of the tender documents viz. Trustees' General Conditions of Contract, Drawings if any, and other documents forming part of the Contract.

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

- a) Provide all materials, supervision, testing, services, scaffolding, formwork, reinforcements, temporary drainage, temporary fencing and temporary lighting as required for safety and work purposes etc, for the execution of the work.
- b) To take all the safety measures like using safety belt, helmet etc. required for such type of work and if required, insures the labourers against any accident, which may occur in the course of execution of the job.
- c) Any damage to KoPT property should be made good by the tenderer at their own cost as per satisfaction of KoPT's Engineer.

2. **Work Site** :

The Work site is located **at any location both inside & outside dock area under K.P. docks** and as described in the name of the work. The tenderer shall visit the site of work and acquaint himself with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience are to be created for users of essential facilities located within or in the vicinity of the works site during the tenure of his work. Shifting of office furniture is to be done as per requirement without any extra cost.

3. **Working Period** :

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

4. **Time of Completion** :

The work is in nature and will be completed within **1(one) year** from the date of placement of order.

5. Materials and Transport :

All materials including cement, except mentioned otherwise in the items of the attached bill of quantities, for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The cement if used shall be of 43/ 53 Grades OPC or Slag cement as per the direction of the Engineer-In-Charge. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the Engineer at site before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.

6. Escalation/ variation in Prices :

No escalation/ variation on prices of labour as well as materials will be entertained.

7. Discrepancies in the contract documents :

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of one and in case of discrepancies the **Specifications and Bill of Quantities** shall prevail over **signed drawings, Bill of Quantities** over the **Specifications, Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's decision on this matter however, shall be final and binding and the tenderer's attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specification and any other details drawings which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

8. Errors in the B.O.Q. :

In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

9. Safety:

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations shall be strictly observed and safety officers of the KoPT accorded all facilities for inspection of the Works, Plants & Equipments etc, whenever so required. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost.

10. Protection of existing services:

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

11. Dock permit:

The Contractor will be issued permits, if required **free of cost**, for their men, materials carrying transport, equipment, etc. When they are executing work awarded by KoPT inside the prohibited areas. Such free permits will be issued to the contractors on the basis of application indicating the specific number of free permits to be required, for men, materials carrying transport, equipment etc. However, token charge of **Rs. 5.00 per Person per Occasion** will be levied for creation of new I.D. in the Permit system.

12. Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:

The contractor shall be required to comply with the Minimum wages Acts 1948 section-2(b) (i), Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

13. Compliance of ESI Act - 1948

All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

- i) In case they are covered under ESI Act, they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
- ii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate to that effect as per enclosed Proforma **(Marked Annexure – A)**.
- iii) In case they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour in a Non – Judicial Stamp Paper worth Rs. 50.00. The same should be submitted by the L -1 tenderer after opening of the tender. The Proforma Indemnity Bond shall have to be collected by the L – 1 tenderer from the office of the Senior Executive Engineer, K.P. Docks after opening of the tender.
- iv) The stamp paper for Affidavit & Indemnity Bond may be purchased before the date of N.I.T. but the affidavit should be sworn after the date of N.I.T. The same should be purchased in the name of tenderer or with the name of Advocate who has signed in the affidavit.

14. Compliance of Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Other Construction Workers' Welfare Cess Act, 1996.

- i) The successful tenderer will be required to comply with the relevant provisions of Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 2004 as well as Building and Other Construction Workers' Welfare Cess Act, 1996 and the rules framed thereunder.
- ii) An amount of Cess calculated at the rate of 1% of the billed amount shall be progressively recovered from each running bill as well as from the final bill of the Contractor for onward transmission of the same to the appropriate authority.

- 15.** Tenderers attention is drawn to clause 3.4, 3.5 and 3.6 of the general condition of contract regarding Earnest Money and Security Deposit prescribed in the tender and clause 8.0 regarding Delay / Extension of time / Liquidated Damage / Termination of Contract.
- 16.** Service Tax will be deducted at applicable rate fixed by the government time to time on the amount of recoveries like L.D, damage, penalty, land rent, electricity charges etc. from the contractor's bill.
- 17.** As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover Service Tax as applicable. Reimbursement of service tax will be made to the contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994.
- 18.** All intending Tenderer shall furnish the details of PF Registration failing which their tender would be liable to be cancelled.
19. The tender will not be extended under any situation.
- 20.** Terms of payment will be guided by G.C.C. **Clause No. 6.**
- 21.** Income Tax and other Taxes as applicable will be deducted as per rule.

PREAMBLE TO THE BILL OF QUANTITIES

Tender for Supply of unskilled / semiskilled labour at any location (both inside and outside dock area) for different miscellaneous works (non-measureable) under K.P.Docks as and when required for a period of one year from the date of order.

1. The contractor shall bear in mind that the work is purely petty in nature and have to be carried out according to the necessity / requisition of the users, as and when required, during the period of the contract. The work relates to the day – to - day maintenance work for which the successful tenderer shall have to keep contract with the Site-in-Charge daily for taking instructions / requests for the works to be attended.
2. The quantities as given in the Bill of Quantities are notional and the actual execution of the work may vary considerably according to the actual requirements at sites. It may so happen that some of the items of the Bill of Quantities may not be required at all when some of the items of the B.O.Q. may be required to be executed in excess abnormally.



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KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग

Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, के ..डॉक्स पी का कार्यालय

Office of the Senior Executive Engineer, K.P. Docks

51,सी. जी. आर. रोड, कोलकाता 700043

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फोन 2439 :- 7079,2409 -3001, एक्सटेंशन:353

Phone: 2439 – 7079, 2409-3001, Extension: 353



E.E.O. No.: 51 / KP dt.28.08.14

Allocation: 075 / 771 / 265

Tender for Supply of unskilled / semiskilled labour at any location (both inside and outside dock area) for different miscellaneous works (non-measurable) under K.P.Docks as and when required for a period of one year from the date of order.

BILL OF QUANTITIES

Item No.	Description of Items	Quantity	Rate Rs. P.	Unit	Amount Rs. P.
1.	Supply of daily labour (a) Un-skilled labour	1200.00	386.28 (Rupees Three hundred eighty-six and paise twenty-eight only)	Per operation	4,63,536.00

Total Amount = Rs.4,63,536.00

B.F

Rs.: 4,63,536.00

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

1)% above par (+) Rs.

.....
(in words)

2) At par

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

.....
(in words) Rs.

Total amount in words : Rupees

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

Maximum number of workmen likely to be engaged in a days.....number.

T.R. No. & Date:

Permanent Income Tax A/C.No. :

VAT clearance certificaes no.:

Date, the day of

Signature of the tenderer:

(Total amount of tender, Completion time and Preliminary time as quoted / stated above are to be carried over to From of Tender attached)

THE BOAED OF TRUSTEES FOR THE PORT OF KOLKATA

FROM OF TENDER

CONTRACT NO.

To
.....

I/We
.....
of

.....
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **1 (one) year** from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs.....
(Rupees in words)
.....

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

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer, a sum of Rs.....vide Receipt No.....of.....as Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tenderer
(Seal of the Tenderer)

Witness:
Signature _____

Name _____
(In Block Letters)

Name of the
Tenderer: _____

Address: _____

Dated: _____

Occupation: _____

Address: _____

On the Rs. 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

I _____ son of _____ aged about _____ years, by faith _____ by occupation _____, residing at _____, do hereby solemnly affirm and declare as follows:-

1. THAT I am the Proprietor / Partner of _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the **Clause No. _____** of the **Tender No. _____** issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by

No.:

Dated:

**The Senior Executive Engineer
K.P. Dock
51, Karl Marx Sarani
Kolkata – 700 043**

Dear Sir,

Re: NIT No. SEE/KP/15-16/011/D/34

dt.14.10.15

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

1. Treasury Receipt in original for Earnest Money / Bankers cheque for Earnest Money.
2. Proof of experience as per Essential Pre-qualification criteria
3. Copy of ESI registration Certificate, if applicable

OR

4. An affidavit in original affirmed before a first class Magistrate indicating that ESI Act is not applicable on Non – Judicial Stamp paper worth Rs. 10/- as per your given proforma.
5. Copy of the VAT registration certificate
6. Copy of IT PAN Card
7. Copy of Labour Licence (if applicable)
8. Copy of Trade Licence (if applicable)

Encl: As above

Yours faithfully,

Signature of the tenderer