



Kolkata Port Trust
Office of Senior Executive Engineer (South)
Civil Engineering Department

No. CE/South/380/2014/T-20/575

Dated: 25.02.2015

Tender Notice No.CE/South/380/2014/T-20

Dated: 25.02.2015

Sealed tenders are invited from experienced and bonafied/enlisted contractors of KoPT for the following work, on percentage above / below / at par basis on estimated rates / amount as shown in the Bill of Quantities.

Name of Work: Providing services of labours as and when required at different locations under South Division for emergency miscellaneous works (non-measurable) for a period of one year, from the date of placement of work order.

Estimated Amount: Rs.1,91,197.50 (excluding 3%)

Time of Completion: 1 (one) year (from date of placement of work order)

Earnest Money : Rs.3,850.00

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to **12-noon on 12.03.2015** on payment of **Rs. 300.00** only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website www.KolkataPortTrust.gov.in before **12 noon on 12.03.2015**.

The tenders must be submitted along with copy of certificate of valid Permanent Account No., valid Sales Tax Clearance Certificate/VAT Registration Certificate/Valid Labour Licence no. & Trade Licence No.(as applicable) & documentary evidence in support of Prequalification Criteria & ESI Regn. Certificate as per following by **3 P.M on 13.03.2015** fulfilling clause no. 5 of the cover page of tender document. The tenderers must submit Annexure "C" duly filled in along with the tender documents (outside the sealed envelope).

1.

Tenderer should have experience in completing similar works like Misc. petty work / upkeepment work or supplying daily labours etc. during last 7(seven) years ending at the last day of the month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.

Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.

One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

Similar work means Misc. petty work / upkeepment work / equivalent to the above work etc.

2. Turn Over: The average Annual Financial turn over of the intending tenderer during the last 03 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated amount put to tender

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

ii) 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.

- iii) 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 format (Annexure-A).
 - iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth Rs. 50.00 as per enclosed format (Annexure-‘B’) which is required to be submitted by the tenderer.
4. 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 there under.
- 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.
- iii) 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”.
5. Tenderers to be duly filled in the enclosed “Form of Tender”, which must be attached with the tender document during submission of tender bid.
6. All tenderer should attach a checklist duly filled up enclosing the relevant documents along with the tender documents. If the tenderer fails to submit such checklist duly filled up, the tender would not be considered for opening. If contents for the checklist turns out to be misrepresentation of facts, then such bids would be rejected even after opening of price bid with a recorded warning for the bidder. **A Proforma of checklist is enclosed (Annexure – C) for attaching in tender documents.**

Tenderers are required to furnish relevant documentary evidence in the above regard. In case of any non-conformity to the same, the concerned tenders would be liable to be rejected.

The Tenders must be submitted by 3.00 P.M. on **13.03.2015** and tenders will be opened shortly after 3.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 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.

वरिष्ठ कार्यपालक अभियंता(साऊथ)
Senior Executive Engineer (South)



Kolkata Port Trust
Office of Senior Executive Engineer (South)
Civil Engineering Department

No.: CE/South/380/2014/T- 20

Dated: 25.02.2015

Messers/ Shri

Call for Tender.

Contract No.(S)

EEO No. 35 (S) dt. 23.12.2014

H/S/38 Dt. 09.02.2015

Dear Sir/s.

Re: Tender for Providing services of labours as and when required at different locations under South Division for emergency miscellaneous works (non-measurable) for a period of one year, from the date of placement of work order.

You are invited to tender for the above in accordance with the Trustees' General Conditions of Contract, Special Conditions of the Contract and Specification for materials & workmanship for this particular contract, drawing, and preamble to the Bill of Quantities.

2. The Trustees' General Conditions of Contract (rest of the documents like Special Conditions of Contract, Technical Specifications, and B.O.Q etc. are attached herewith) may be inspected at this office during office hour.
3. 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 with KoPT's Financial Advisor & Chief Accounts Officer a sum of **Rs.3,850.00** as Earnest Money before submission of the tender. The original receipt must be attached with the tender without which the tender may be disqualified. This amount will be refunded to the unsuccessful tenderers without any interest. In case of being successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.
4. 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.
5. The tenderers (Registered Contractors of KoPT) may also submit the tender getting downloaded from KoPT website. 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 for 4(four) months from the date of opening of the tender
7. The rate quoted by the tenderer should be complete in all respect and should include all Taxes, Octroi, Surcharge, Sales Tax / VAT, Registration No. etc. and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.
8. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by canceling 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 rejected.

(a) Bidder shall not use white ink for correction at any place of the tender paper.

(b) Non-conformation to the instruction at Point No. (a) shall be treated as non-responsive and hence, may disqualify the tenderer.

9. If there is any disparity between the quoted rate in percentage & the Tender amount, the rate quoted in percentage shall prevail as the rate quoted by the Tenderer & 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 & in words, the rate quoted in words shall prevail.
10. The tender duly filled in, totalled and signed shall be submitted in sealed cover superscribed the above name of Work so as to reach this office within **3 P.M. on 13.03.2015**. 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. All other conditions shall remain the same.

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.

Encl: All papers as stated above.

Yours faithfully,

Senior Executive Engineer (South)



Kolkata Port Trust
Office of Senior Executive Engineer (South)
Civil Engineering Department

Name of work: Providing services of labours as and when required at different locations under South Division for emergency miscellaneous works (non-measurable) for a period of one year, from the date of placement of work order.

SPECIAL CONDITION OF CONTRACT

1. General:

These conditions are part of the tender documents which must 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 Condition 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:-

- (i) Provide all materials, supervision, testing, services, scaffolding, formwork, reinforcements, temporary drainage, temporary fencing and temporary lighting as required for safety & work purposes etc. for the execution of the work.
- (ii) To take all the safety measures like using safety belt, helmet etc. required for such type of work and if required, insure the labourers against any accident which may occur in the course of execution of the job at no extra cost.
- (iii) To make good to any damage done to any property during execution of work at no extra cost.

2. Prequalification Criteria:

Tenderer should have experience in completing similar works like Misc. Petty work / upkeepment work or / supplying daily labors etc. during last 7(seven) years ending at the last day of the month previous to the one in which applications are invited should be either of the following :

- a) Three similar completed works like annual petty work etc 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.

Similar work means Misc. petty work / upkeepment work / equivalent to the above work etc.

3. Registration under E.S.I. Act:

- i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- ii) 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.
- iii) 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.
- iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth Rs. 50.00 which is required to be submitted by the offerer.

4. 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 there under.
 - 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.
 - iii) 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".
5. All tenderer should attach a checklist duly filled up enclosing the relevant documents along with the tender documents. If the tenderer fails to submit such checklist duly filled up, the tender would not be considered for opening. If contents for the checklist turns out to be misrepresentation of facts, then such bids would be rejected even after opening of price bid with a recorded warning for the bidder. **A Proforma of checklist is enclosed (Annexure – C) for attaching in tender documents.**

Tenderers are required to furnish relevant documentary evidence in the above regard. In case of any non- conformity to the same, the concerned tenders would be liable to be rejected.

6. Scope of work:

The Work mainly consists of different non-measurable item of works for clearing, facelifting, maintenance of Civil structures involving unskilled labours, as and when required at different locations under South Division and as will be instructed by the Engineer or his representatives.

However, the intended tenderers shall enquire at the office to make himself thoroughly conversant with the exact nature and volume of work before quoting his rates.

7. Work site :

The work site is at different locations under Senior Executive Engineer (South) Division. The tenderer shall visit the site of work & acquaint himself with exact nature, scope & site of work before quoting the rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender. The contractor shall bear in mind that least possible inconvenience to be created for users of essential facilities located within or in the vicinity of the work site during the tenure of his work.

8. Time of Completion:

The work will have to be completed within **1 (one) year** from the date of placement of order which may be extended as per mutual consent of the tenderer with same terms and conditions of tender.

9. Working Period:

Normally the work will be carried out between 8 A.M & 5 P.M. In case of any deviation from this, the Contractor shall have to take prior permission from the Engineer-in-Charge. To provide service beyond normal working hours and at night in addition to the normal working hours. The tenderer should include in his rates the cost, if any, involved on these accounts.

10. Specification/Codes and Standards:

All works under this contract will be executed according to the spirit of the Trustees' Specification for works. Whenever the details are not specifically covered in the Specifications, relevant provision in the latest revision and/or replacement of the Indian Standard Specifications (IS) or any other International

Code of Practice/ CPWD Specifications will be followed. The Contractor shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost & without any additional reimbursement.

11. Contractor's responsibility for Workmanship:

The Contractor shall not be relieved from the responsibility for quality & workmanship of any executed work even if it is supervised by KoPT Personnel during execution. All executed works are subject for testing, if considered necessary by the Engineer-in-Charge.

12. Discrepancies in the contract documents:

- (a) In case of any discrepancies in the tender documents due to printing mistake or others, the relevant clause of General condition of Contract shall apply and the decision of the Engineer-in-Charge is final & binding on the Contractor regarding interpretation of any clause/clauses.
- (b) In case of any discrepancies in Specification, Rate and Unit of B.O.Q of the tender document due to the above reasons, the actual of the same as per Trustees' Schedule of rates will prevail over the misprinted/erroneous Specification, Rate and Unit of B.O.Q. The amount of those items would be ascertained and rectified accordingly.

13. Employment of Local Resources :

The Contractor shall pay special attention to engage the maximum possible number of Engineers, other technical personnel, workers & labourers from amongst the local people.

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

The contractor shall be required to comply with the Minimum Wages Act 1948, Employees Liability Act 1938, Industrial Dispute Act 1947 and the Contract Labour (Regulation and Abolition) Act 1970 or statutory amendments and the modifications thereof or 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 Acts, Ordinances, Rules, Regulations, Bye-laws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and shall keep the Engineer indemnified against all penalties and liabilities of any kind for non-compliance 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 business associates.

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

15. Errors in 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.

16. 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.

22. Method of measurement and payment:

The Tenderer shall be paid on actual measurement of the finished work on the basis of quoted rates in the priced Bill of Quantities. It is to be clearly understood that this is not a lump sum tender. All payments including on account payments shall be arranged as and when required at the discretion of the Engineer and as provide for in Clause No. 6 of the General Conditions of Contract.

23. Escalation:

No escalation variation on the prices of labour, materials and POL, will be entertained and thus the rate should be quoted with due consideration of the same.

K O L K A T A P O R T T R U S T
Civil Engineering Department

Bill of Quantities
Of

Providing services of labours as and when required at different locations under South Division for emergency miscellaneous works (non-measurable) for a period of one year, from the date of placement of work order.

Sl. No.	Description of item	Quantity	Rate Rs. P.	Unit	Amount Rs. P.
1	Supply of unskilled labours.	650 Nos.	294.15 (Rupees two hundred ninetyfour & paisa fifteen only)	Each.	1,91,197.50

TotalRs.1,91,197.50

Rate offered by me/us (Score out which are not applicable)

i).....@ above par (+) Rs.
 (Both in fig. & in words).

ii) At par.....

iii)@ Below par(-) Rs.
 (Both in fig. & in words)

Total.....Rs.

Total Amount in words: Rs.

T.R. No.

Date.

WITNESS:-

Permanent Income Tax A/C. No.

Signature:

Sales Tax No.

Occupation:

Item required to complete the work:

Address:

Signature of the Tenderer & date:-

Date:

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA
FORM OF TENDER

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..... month/week 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.....

(Repeat in words)

.....

Continued to P-2

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 _____ Name of the
(In Block Letters) Tenderer : _____

Address: _____

_____ Dated: _____

_____ Address: _____

Occupation: _____

ANNEXURE – “A”

On the 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 ofhaving office
 at.....

and carrying on business on the said 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 me

ANNEXURE – “B”INDEMNITY BOND

BY THIS BOND I, Shri/Smt....., son of Shri/Smt.
residing at by occupation the
 Partner/Proprietor/Director having office at
, am a tenderer under
 Civil Engineering Department,
 Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Civil Engineering Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer/ 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. of ...

4. AND the Contractor hereunder agree 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,, the
 Partner/Proprietor/Director hereto set and seal this theday of
 in the year at

Sureties :

Signature of the Indemnifier

a) Name :
 Address :

2. Name :
 Address :
 Witnesses :

ANNEXURE – “C”

To
The Sr. Executive Engineer, (South)
Kolkata Port Trust.

Re: NIT No. CE/South/380/2014/T-20 dt. 25.02.2015

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. Treasure Receipt in original for earnest money/Bankers Cheque for Earnest Money.
2. Proof of experience / Credentials as per pre-qualification criteria.
3. Annual Turn over during the last 03 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated amount put to tender.
4. Photocopy of TR for Permanent Security Deposit / Enhanced Security Deposit (for enlisted Contractors only)
5. ESI registration certificate, if applicable
Or
6. 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/= and indemnity bond in original in favour of KoPT drawn on a non-judicial stamp worth of Rs.50.00, both as per your given Proforma.
7. The VAT registration certificate.
8. I.T. PAN Certificate.
9. Copy of Trade Licence.

Enclo: As above.

Yours faithfully,

Signature of the Tenderer