

**TENDER DOCUMENT**

KOLKATA PORT TRUST/कोलकाता पत्तन न्यास

अधीक्षण अभियंता(सिविल), साऊथ का कार्यालय/Office of the Superintending Engineer (Civil),South

सिविल इंजीनियरिंग बिभाग/ Civil Engineering Department

51,सि.जि.आर.रोड, कोलकाता – 700 043/51, C G R Road, Kolkata – 700 043

e-mail :- r.mukherjee@kolkataport.gov.in/a.bagchi@kolkataport.gov.in

E-tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced **enlisted contractors of Kolkata Port Trust** with required experience as per Prequalification criteria stipulated in Tender Document for **“Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / levelling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). “as per the details specified in the following tender document.**

Bid / Tender Document may be seen from MSTC website or Kolkata Port Trust website. Corrigenda or clarifications, notices if any, shall be hosted on the above mentioned websites only. **This being an e-tender, bidders / tenderers shall have to participate in bidding process through the website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.**

**SCHEDULE OF TENDER (SOT)**

1	NOTICE INVITING TENDER No:-	CE/South/261/T-18/144 dated 05/07/2018.
2	MODE OF TENDER	Single stage e-procurement i.e. e-tender system ONLY. (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. Against this NIT, no physical tender is acceptable by Kolkata Port Trust.
3	E-tender No.	KoPT/Kolkata Dock System/CE/89/18-19/ET/205
4	Date of NIT available to parties to download	From 06-07-2018 to 18-07-2018.
5	Pre-Bid Meeting starting date & Time	N.A
6	Pre -Bid Meeting closing date & Time	N.A
7	Estimated amount put to tender	₹ 4,66,991.00(Rupees four lakh sixty six thousand nine hundred ninety one only).
8 (i)	Earnest Money Deposit	ENLISTED CLASS A & CLASS B CONTRACTORS of Civil Engineering Department ARE EXEMPTED FROM SUBMISSION OF EMD and shall submit photocopy of Treasury Receipt(s) of permanent Security Deposit submitted by them.

<b>(ii)</b>	Tender Cost [ Non-Refundable]	In the form of a Banker's cheque / Pay Order/ Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" of ` 590(Rupees Five Hundred ninety only) as the cost towards purchase of tender document (applicable for downloaded NIT only) or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be.
<b>(iii)</b>	Transaction Fee [ Non-Refundable]	` 276/- (Including GST @18% on Service Charge @ 0.05% of Estimated cost) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A )
9 (i)	Last date of submission of EMD & Bid Document fee at KDS	Within 18-07-2018.
(ii)	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Bidders should attempt to deposit Transaction Fee prior to closing of bid to avoid rejection of bid on account of failure to confirm receipt by MSTC. Note:- Vendors are hereby requested to note that from 16.03.2017, transaction fee can be paid only through the link Transaction Fee Payment and the link Transaction Fee Entry is not available.
10(i)	Date of Starting of e-tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprocho me/kopt">www.mstcecommerce.com/eprocho me/kopt</a>	18-07-2018 (from 17:00 hours onwards).
(ii)	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	18-07-2018 (upto 15:00 Hrs)
(iii)	Date & time of opening of Part-I (i.e. Techno-Commercial Bid).	18-07-2018 (shortly after 15:30 Hrs)

**List of Annexure to this SOT**

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|--------------|---|----------------------|
| <b>(i)</b>   | Important Instructions for E- procurement         | <b>:- Annexure-A</b> |
| <b>(ii)</b>  | Commercial Terms & Conditions                     | <b>:- Annexure-B</b> |
| <b>(iii)</b> | Techno Commercial Bid                             | <b>:- Annexure-C</b> |
| <b>(iv)</b>  | List of Scanned Documents required to be uploaded | <b>:- Annexure-D</b> |
| <b>(v)</b>   | Price Bid   | <b>:- Annexure-E</b> |

**Ref:- e-tender for "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / levelling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "**

[NIT No:- CE/South/261/T-18/144 dated 05/07/2018.]

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

The bidders / tenderers are requested to read the terms & conditions (Annexure-B) of this tender before submitting their online tender / offer. **Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender.**

<p><b>1.</b> <b>(A)</b></p>	<p><b>Process of E-tender :-</b></p> <p><b><u>Registration:</u></b> The process involves bidder's / tenderer's (i.e vendor's) registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b><u>SPECIAL NOTE:</u></b> THE TECHNO COMMERCIAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>.</p> <p><b>(i)</b> Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →PSU/Govt depts→Register as Vendor under KOPT- Filling up details and creating own user id and password→ Submit.</p> <p><b>(ii)</b> Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact Ko.P.T/MSTC, (before the scheduled time of the e- tender).</p> <p><b><u>Contact person (KoPT):</u></b></p> <table border="0"> <tr> <td>1. R.Mukherjee Superintending Engineer (South)</td> <td>2. A.Bagchi Executive Engineer (South)</td> </tr> </table> <p><b><u>Contact person (MSTC Ltd): -</u></b></p> <ol style="list-style-type: none"> <li>1) Mr. Pritam Biswas, Asst Manager (ERO) Mob- 9903248755, email- <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a></li> <li>2) Mr. Mayank Jain, Asst Manager (ERO) Mobile- 9721277969, email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a></li> <li>3) Mr. Vikash Kumar Jaiswal, Reg. Manager (ERO) Mobile- 9903042449, email- <a href="mailto:vikash@mstcindia.co.in">vikash@mstcindia.co.in</a></li> </ol>	1. R.Mukherjee Superintending Engineer (South)	2. A.Bagchi Executive Engineer (South)
1. R.Mukherjee Superintending Engineer (South)	2. A.Bagchi Executive Engineer (South)		

<p><b>(B) <u>System Requirements:</u></b></p> <p>(i) Windows 98 /XP-SP3 &amp; above/Windows 7 Operating System</p> <p>(ii) IE-7 and above Internet browser.</p> <p>(iii) Signing type digital signature</p> <p>(iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>	
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2	<p><b><u>OPENING OF TENDER :-</u></b></p> <p>Part I Techno-Commercial bid and Part II Price bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p>
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<b>3</b>	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
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4	<p><b><u>Special Note towards Transaction fee:-</u></b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee. In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Ko.P.T Hence the bidders are required to ensure that their <b>contact email I.D</b> provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6(i)	<p>Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum 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.</p>
(ii)	<p>No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/KoPT">www.mstcecommerce.com/eprochome/KoPT</a> of MSTC Ltd.</p>

<b>7</b>	E-tender cannot be accessed after the due date and time mentioned in NIT.
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<b>8</b>	<b><u>Bidding in e-tender:</u></b>
<b>(i)</b>	Bidder(s) need to submit necessary EMD, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Ko.P.T.
<b>(ii)</b>	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
<b>(iii)</b>	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
<b>(iv)</b>	The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
<b>(v)</b>	After filling the Techno-Commercial Bid, bidder should click „save“ for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Submit” button to register their bid NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
<b>(vi)</b>	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
<b>(vii)</b>	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
<b>(viii)</b>	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
<b>(ix)</b>	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR.
<b>(x)</b>	It is mandatory that all the bids are submitted with <b>digital signature certificate</b> otherwise the same will not be accepted by the system.
<b>(xi)</b>	Ko.P.T reserves the right to cancel or reject or accept or withdraw or re-invite the tender in full or part as the case may be without assigning any reason thereof.
<b>(xii)</b>	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
<b>(xiii)</b>	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

<b>9</b>	Any order resulting from this open e-tender shall be governed by the commercial terms and conditions mentioned in this tender document.
<b>10</b>	No deviation to the technical and commercial terms & conditions are allowed.
<b>11</b>	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
<b>12</b>	Kolkata Port Trust (Ko.P.T) has the right to cancel this e-tender without assigning any reason thereof.
<b>13</b>	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
<b>14</b>	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. In case any document required as per NIT is not uploaded by any bidder, their tender is liable to be rejected.
<b>15</b>	The bid will be evaluated based on the filled-in technical & commercial formats.
<b>16</b>	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false subsequently, EMD of such bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against such bidders.
<b>17</b>	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C/ Ko.P.T website.
<b>18</b>	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC"s (DISTRICT INDUSTRIES CENTRE) Certificate.
<b>19</b>	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for which they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
<b>20</b>	Copy of valid NSIC Certificate for MSEs along with DIC"s(DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
<b>21</b>	Due date of submission of tender will not be extended under any situation.

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**Commercial Terms & Conditions**

Ref e-tender for "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "

[NIT No:-CE/South/261/T-18 dated 05/07/2018]

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2	Price Bids (Part-II) of only those eligible bidders whose Part-I Bids are complete and in order shall be opened on time and date to be intimated later separately.
3	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
4	Due date of submission of tender will not be extended under any situation.
5	EARNEST MONEY: As Per NIT .
6	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
7	SCOPE OF WORK: As per E-tender Document.
8	The Terms and Conditions of E-tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
9	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer , KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
10	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
11	JURISDICTION OF COURT : The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.
12	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

SL. NO.	TERMS
13	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the <b><u>Superintending Engineer , South Division or his authorized representative at his office at 51, CGR Road, Kolkata 700043</u></b> in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
14	VALIDITY : The tender shall remain open for acceptance for a period of 4 months from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
15	NON- RESPONSIVE BID :- The offer/tender shall be treated as non-responsive, if it : <ul style="list-style-type: none"> <li>(i) is not accompanied by requisite earnest money,</li> <li>(ii) is not accompanied by requisite tender paper cost,</li> <li>(iii) validity of the offer is less than tender stipulation,</li> <li>(iv) does not meet the Qualification Criteria as stipulated in the NIT.</li> <li>(v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms &amp; conditions.</li> <li>(vi) if the tender is conditional.</li> <li>(vii) if all the documents required as per NIT are not uploaded.</li> </ul> <p>In addition to above, a bidder may be disqualified if –</p> <ul style="list-style-type: none"> <li>a) The bidder provides misleading or false information in the statements and documents submitted.</li> <li>b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.</li> </ul> <p>The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.</p>
16	SECURITY DEPOSIT : As per tender Document
17	Performance Guarantee : Not Applicable
18	In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' 'apart from other actions.



<b>SL. NO.</b>	<b>TERMS</b>
<b>19</b>	PRICES: As per BOQ given in the tender document.
<b>20</b>	The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)
<b>21</b>	The Bidder shall state clearly his quoted rates both in figure & word .
<b>22</b>	Orders may be placed in full/part to the lowest bidder.
<b>23</b>	Price(s) to be quoted should remain firm over the contract period.
<b>24</b>	All taxes & duties are deemed to be included in the quoted rate except Service Tax as applicable.
<b>25</b>	EVALUATION CRITERIA: As per relevant clause of Tender document.
<b>26</b>	PAYMENT: As per Tender document.
<b>27</b>	Location: As per Tender document.
<b>28</b>	Time of Completion: As per Tender document.
<b>29</b>	Work is to be carried out as per terms & condition of the contract document.
<b>30</b>	PERSONAL PROTECTIVE EQUIPMENT (PPE): Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises
<b>31</b>	Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
<b>32</b>	Price adjustment clause: As per Tender document.
<b>33</b>	Technical capacity: As stipulated in Tender document.
<b>34</b>	Financial capacity: As stipulated in Tender document.
<b>35</b>	DOCK PERMITS: As per tender document.
<b>36</b>	Besides the above conditions ,all other conditions as stated in the NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

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<b><u>TECHNO- COMMERCIAL BID</u></b>
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**e-tender for “Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). ”**

**[NIT No:-CE/South/261/T-18 dated 05/07/2018]**

**CONTENTS:-**

- (i) Notice Inviting (e)-Tender
- (ii) Instructions To Bidders
- (iii) Special Conditions Of Contract

**SHORT TENDER NOTICE**

e-tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

Name of work	:	"Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "
e-tender No	:	KoPT/Kolkata Dock System/CE/89/18-19/ET/205
Estimated Cost	:	` 4,66,991.00(Rupees four lakh sixty six thousand nine hundred ninety one only).
Time of Completion	:	02(two) months.
Earnest Money	:	Exempted from Class A & Class – B enlisted contractors.
Period of Download of E-Tender(Both Days Inclusive)	:	06-07-2018 to 18-07-2018 (UPTO 15:00 HRS.) (Bid document will be available on MSTC, Website). Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.
Date and Time for pre-bid meeting & site visit	:	No pre-bid meeting.
Last date of submission of e-tender and opening of the tender	:	18-07-2018 Submission Up to 15:00 hrs. Opening After 15:30 hrs.
Cost of Tender Document (Non-refundable)	:	` 590/-(Rupees five hundred ninety only)
Contact Person	:	R.Mukherjee, Superintending Engineer (South)  A.Bagchi, Ex. Engineer (South).

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

**No.CE/South/261/T-18/144****Dated 05/07/2018****NOTICE INVITING TENDER**

**WORK TITLE: -** "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "

e-tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from resourceful, experienced and bonafide agencies with sound technical and financial capabilities on fulfilling the following Pre-qualification Criteria;

**PRE-QUALIFICATION CRITERIA FOR BIDDERS: -**

1. The intending bidder must have successfully completed any civil engineering work during the last 7(seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:-

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

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

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

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

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

**TENDER AUTHORITY:-**

The Superintending Engineer (South), 51, Circular Garden Reach Road, Kolkata 700 043.

Due Date of submission	<b>18-07-2018</b>	Time	UPTO 15:00 hrs.	Date of Opening of the Tender	<b>18-07-2018</b>	Time	15:30 hrs. Onwards.
Period of Download of E-tender (Both Days Inclusive)	05-07-2018 to 18-07-2018 (UPTO 15:00 HRS.) (Bid document will be available on MSTC Website). Bidders will have to participate in bidding process through website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> only.						
Date and Time for pre-bid meeting & site visit	No pre-bid meeting.						
Cost of Tender document (Non-refundable)	` 590/- (Rupees five hundred ninety only)						
Earnest Money Deposit	Exempted for enlisted contractors.						
Time Of Completion	02 (two) Months						
Estimated Cost Of Work	` 4,66,991.00 (Rupees four lakh sixty six thousand nine hundred ninety one only).						

**OTHER INSTRUCTIONS:-**

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

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website [www.mstcecommerce.com](http://www.mstcecommerce.com) only.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through MSTC website and the bidders are requested to check for the same at the website prior to submission of their offers.

Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ **1%** of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

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

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

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

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

It is stated here that the subject **TENDER WILL NOT BE EXTENDED FURTHER UNDER ANY SITUATION.**

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

The tenderer shall include in their prices sums payable as taxes particularly royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees' except Goods & Services Tax which will be paid extra.

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

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

The intending tenderer should have valid registration against ESI & EPF issued by the competent authority, failing which their offer will be considered as non-responsive.

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

**R.Mukherjee**  
अधीक्षक अभियंता(सिविल), साऊथ  
**Superintending Engineer (Civil),South**  
सिविल इंजीनियरिंग बिभाग /  
**Civil Engineering Department**  
**KOLKATA PORT TRUST**

**INSTRUCTION TO BIDDERS/ TENDERERS**

**E-tender for "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "**

1. **GENERAL:-** The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer,(Civil)** South on any working day before quoting for the tender.
2. **Cost of tender paper is to be physically deposited** in the office of **Superintending Engineer (Civil) , South at 51, CGR Road, Kolkata-700 043** by vendors/contractors through Banker's Cheque/Demand Draft/Pay Order etc.(original copies) in favour of Kolkata Port Trust, payable at Kolkata within date of opening of the tender.
- 2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
  - (a) Name of remitting vendor/contractor :
  - (b) Tender No. :
  - (c) Amount remitted :
  - (d) Date of remittance :
  - (e) Banker's Cheque/Demand Draft/Pay Order No. :

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

**3. MODE OF SUBMISSION OF BID :**

- 3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.
- 3.2 Techno commercial part i.e. Part-I shall contain the following which are to be uploaded **[Scanned copy of the following documents to be uploaded by the bidder.]**
  - 1) Self declaration of the bidder on company's letter head duly signed with office seal that:-
    - (a) The Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
    - (b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
    - (c) The bidder has fully read and understood the entire tender document, GCC, and Addenda / Corrigenda (if any) ,downloaded from under the instant e-tender and no other source , and will comply to the said document , GCC and Addenda / Corrigenda.
  - 2) The un-priced "Last page of BOQ" & "Form of Tender" (without rate and price quoted) **signed and stamped by the Bidder and duly witnessed.**
  - 3) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates / credential certificate from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.

- 4) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2014-2015, 2015-2016 & 2016-2017) and the same should be audited as per relevant norms wherever required/ Turn-over certificate from competent authority.
- 5) PAN Card.
- 6) GST registration certificate.
- 7) Valid Trade Licence.
- 8) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
- 9) Proof of possessing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate
- 10) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate
- 11) Draft/ Pay order etc. regarding EMD & Cost of Tender documents/NSIC Certificate/ Treasury receipt for Fixed Security Deposit.
- 12) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide "Schedule A".
- 13) Details of the similar works executed as per Schedule-B of the tender document duly filled up.

**{Note :- Sl. No 3 to13 to be uploaded after self attestation}**

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

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

**3.3** PART-II will contain the Price Bid to be uploaded duly signed & filled up by the bidder.

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

**4.0 SECURITY DEPOSIT:-**

**4.1** For the successful Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.**

**4.2** Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

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

## **6.0 REFUND OF EARNEST MONEY:-**

**CLAUSE NOT APPLICABLE FOR THIS TENDER.**

## **7.0 VALIDITY OF OFFER:-**

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

## **8.0 DETAILED SCRUTINY OF E-TENDERERS :**

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

**8.2** During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite earnest money,
- (ii) is not accompanied by requisite tender paper cost,
- (iii) validity of the offer is less than tender stipulation,
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) if the tender is conditional.
- (vii) if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

**9.0** 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 by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

## **10.0 For Micro & Small Enterprises (MSEs) registered with NSIC:-**

**10.1** Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.

**10.2** If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.



**10.3** Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be submitted along with bid.

**11.0 EVALUATION CRITERIA:-**

During evaluation , provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the Trustees.

**12.0 ACCEPTANCE OF TENDER:-**

**12.1** Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

**12.2** Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

**12.3** The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

**13.0 MISCELLANEOUS:**

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) Enlisted/registered contractor of Ko.P.T will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by Ko.P.T during registration to Ko.P.T relating to Permanent Security Deposit.
- (vii) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in Ko.P.T, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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### **SPECIAL CONDITIONS OF CONTRACT**

**E-tender for "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "**

[Tender No:-CE/South/261/T-18/144 dated 05/07/2018]

#### **1.0 GENERAL:**

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

#### **2.0 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

1. Order letter.
2. Bill of Quantities.
3. Drawings.
4. Particular Specifications of work.
5. Special Conditions of Contract.
6. General Conditions of Contract.

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

#### **3.0 SCOPE OF WORK:-**

The scope of the work comprises of , as the name suggests, supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / levelling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard as per specification along with other ancillary works all complete. The work includes all appurtenant and ancillary / temporary works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract.

**4.0 LOCATION:-** Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately) Kolkata Port Trust.

## **5.0 ACCESS TO THE SITE:**

(a) By Road: - From Diamond Harbour Road.

(b) By Rail: - Majerhat Station.

## **6.0 Work Site:**

The Work site shall be Boat Canal from Majerhat Bridge to opposite bank of EJC yard of Kolkata Port Trust. The tenderer shall visit the site of works and acquaint him with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience is to be caused to the occupants of the quarters within or in the vicinity of the work site during the tenure of his work.

## **7.0 INSPECTION OF SITE:**

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer (Civil) , South, 51, C.G..R. Road, Kolkata 700043** for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

## **8.0 SITE CONDITIONS & METHOD OF WORK:**

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

## **9.0 TIME OF COMPLETION:-**

The work is important and shall be required to be completed within a period of 02(two) months from the date of placement of work order including preliminary time.

## **10.0 SUFFICIENCY OF TENDER:**

(i) The tender drawings 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 utilised in his offer at his own responsibility and Ko.P.T 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 proper construction, completion, commissioning and maintenance of the work.

(iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

#### **11.0 MEASURES AGAINST POLLUTION:**

The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

#### **12.0 Contract Price:**

The “**Contract Price**” for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of only materials by the Trustees' as provided for in the contract.

#### **13.0 PARTICULARS OF EXISTING WORKS:**

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

#### **14.0 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 PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipments shall comply to the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

The successful bidder shall also ensure that –

- A. No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- B. 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.
- C. His office & 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.

#### **15.0 HOLIDAY OR SUNDAY WORK:**

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

#### **16.0 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.

#### **17.0 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.

The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

#### **18.0 DISCREPANCIES IN CONTRACT DOCUMENTS**

The several documents forming the contract shall be taken as mutually explanatory of one another and in case of discrepancies; the Specifications and Bill of Quantities shall prevail over signed drawings. Technical Specifications and other particulars shall prevail over Standard Specifications and Special Conditions of Contract shall prevail over the General Conditions. The Engineer's decision on this matter however, shall be final and binding and the Tenderers 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

## **19.0 METHOD OF MEASUREMENT:**

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (2015), Govt. of West Bengal and analysed rate. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

## **20.0 ESCALATION / VARIATION ON PRICES:**

No Escalation / Variation on the prices on any account will be considered for adjustment / payment.

## **21.0 CONTRACT LABOUR LAWS:**

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. **Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A Govt. of W.B whichever is higher and revision 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 Ko.P.T against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his 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.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

## **22.0 COMPLIANCE WITH E.P.F & M. P. ACT:**

The successful contractor will have to comply with provision of EPF & MP Act -1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. **Superintending Engineer (South)**.

## **23.0 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, 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.

## **24.0 TAXES: -**

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

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

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

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non – compliance of tax laws by the Supplier / Service Provider.

Any loss of Input Tax Credit to Kolkata Port Trust for the fault of the Supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

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

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

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

#### **25.0 SETTLEMENT OF DISPUTES:**

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

#### **26.0 CALCUTTA PORT TRUST:**

The expression "CALCUTTA PORT TRUST" appearing anywhere in the tender documents, shall be construed to read as "KOLKATA PORT TRUST" and the expression "Senior Executive Engineer" appearing anywhere in the tender documents, shall be construed to read as "Superintending Engineer."

#### **27.0 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. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform to 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.

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

#### **28.0 RATE FOR PAYMENT AGAINST EXTRA ITEMS:**

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; including surcharge in force at the time of acceptance of the tender, if any adopted by the Trustees with due regard to the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the Ko.P.T Schedule of Rates, then the Special Rates will be prepared as follows:-



- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.
  - a) Cost of materials consumed including transport and wastage, plus
  - b) Cost of labour actually engaged in the works, plus
  - c) Taxes and Duties as applicable, plus
  - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.
- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

**29.0 SECURITY RESTRICTIONS:-**

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

**30.0 WORKING PERIOD:**

Normally the work will be carried out between 8:00 A.M. to 5:00 P.M. on the Trustees' working days only including 1(one) hour of recess. 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 if permitted by **Competent Authority**. The tenderer should include in his rates the cost, if any, involved on those accounts.

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**DOCUMENTS TO BE UPLOADED DURING E-TENDERING PROCESS.**

**[Scanned copy of the following documents to be uploaded by the bidder.]**

- 1) Self declaration of the bidder on company's letter head duly signed with office seal that:-
  - (a) The Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
  - (b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
  - (c) The bidder has fully read and understood the entire tender document, GCC, and Addenda / Corrigenda (if any) ,downloaded from under the instant e-tender and no other source , and will comply to the said document , GCC and Addenda / Corrigenda.
- 2) The un-priced "Last page of BOQ" & "Form of Tender" (without rate and price quoted) signed and stamped by the Bidder and duly witnessed.
- 3) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates / credential certificate from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- 4) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2014-2015 ,2015-2016 & 2016-2017) and the same should be audited as per relevant norms wherever required/ Turn-over certificate from competent authority.
- 5) PAN Card.
- 6) GST registration certificate.
- 7) Valid Trade Licence.
- 8) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
- 9) Proof of possessing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate
- 10) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate
- 11) Draft/ Pay order etc. regarding EMD & Cost of Tender documents/NSIC Certificate/ Treasury receipt for Fixed Security Deposit.
- 12) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide "Schedule A".
- 13) Details of the similar works executed as per Schedule-B of the tender document duly filled up.

**{Note :- Sl. No 3 to 13 to be uploaded after self attestation}**

**SCHEDULE -A****KOLKATA PORT TRUST**

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of Tender Offer)

(To be submitted with Part-I of Offer)

Bidders must fill in the under noted columns.

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

Dated, the .....2018.

(Full Signature of the Tenderer)

**SCHEDULE - "B"**

Annexure D

Tenderers must fill in the undernoted columns:

Sl. No.	Full Particulars of similar works carried out by tenderer	Amount of work	Completion time as stated in tender	Actual Completion time	Name & Address of authorities for whom work was carried out	Name & Address to whom references can be made

Dated, the .....2018.

(Full Signature of the Tenderer)

Annexure - E

<b><u>PRICE BID</u></b>
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**E-TENDER FOR "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "**

**CONTENTS:-**

- (vi) Preamble to Bill Of Quantities
- (vii) Bill Of Quantities
- (viii) Form Of Tender.

**e-tender for "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "**

**PREAMBLE TO THE BILL OF QUANTITIES**

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.
2. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
3. The Prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes(except Service Tax) and obligations imposed or implied by the Contractor.
4. Where separate items such as mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
5. Without affecting the generality of the foregoing provisions, the Prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-
  - a) The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
  - b) The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
  - c) Setting out including the location and preservation of survey markers, measurement and supervision.
  - d) The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
  - e) All First Aid, Welfare and safety requirements.
  - f) Damage caused to the works, plants, materials and consumable stores caused by weather.
  - g) Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.
6. The quantities given in the Bill of Quantities are estimated only and are given to provide a basis for comparison of tenders. Payment to the Contractor shall be made on the basis of prices and rates quoted in the tender for measured quantities of the work done by him. It must be clearly understood that this is a quoted rate tender at percentage Above par/At par/Below par as the case may be on estimated amount and not a lump sum one. The quantities of work required to be carried out by the Contractor may vary.

7. The Contractor should be held responsible for the safe custody of materials, Machineries etc. at site procured by him or issued to him by the Trustees.

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**e-tender for "Supply of earthmovers/ mechanical excavator on hire , cutting jungles , supply of unskilled labourers and other related works for dressing / leveling etc. and putting up signage marks on demarcated portion of northern bank of Boat Canal from Majerhat Bridge to opposite bank of EJC yard (800 Mtr . approximately). "**

**BILL OF QUANTITIES**

<b>Sl. No.</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Rate (₹ P)</b>	<b>Unit</b>	<b>Amount (₹ P)</b>
<b>1.</b>	Providing & supply of Unskilled labourers [as defined in the circular for monthly minimum rates of wages issued by the Competent Authority] with necessary tools, tackles, equipments etc.as and when required for miscellaneous works which are otherwise non-measurable, at various sites under Supdt. Engineer (Civil),South Section,(For a duty of 8 hours]	50 Nos	594.96	Per Head Per Day	29,748.00
<b>2.</b>	Hire charges of earthmovers/excavator for 8(eight) hours including one No. operator, one No. helper, fuel etc. The rate is inclusive of all expenses complete.	30 Days	8150.00	Per Day	2,44,500.00
<b>3.</b>	Fixing post of iron or precast concrete by digging hole in the ground (in all sorts of soil )and embedding the same by packing the hole with cement concrete (1:3:6) (with Jhama khoa For Purulia, Bankura and Darjeeling Hill by Pakur Variety, Local Black Hard Stone & Bazree respectively) and finishing the top surface to regular shape (as directed) with 15 cm cement plaster (1:6) complete, including the cost of concrete, plaster etc. but excluding the cost of the post.	4 Nos	377.00	Each	1,508.00
<b>4.</b>	Supplying ,fitting, fixing in position rails on any surface.	1000.00	70.00	Kg.	7,000.00
<b>5.</b>	Supplying 1.5mm thick M.S. Sheet fitted and fixed on one or both faces of M.S/W.I.gate etc. with point welding at not more than 150mm apart complete in all respect as per design including cost of all labour and materials.	5.00 Sq.Mtr.	1102.00	Sq. Mtr.	5,510.00
<b>6.</b>	Priming one cost on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.(Item applicable on new surface or when the original surface has been exposed by removal of old paint).	25.00 Sq.Mtr	86.00	Sq. Mtr.	775.00

<b>7.</b>	Provide and apply two cost best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. on the surface, if necessary with super gloss (hi - gloss) -two coats. On steel or other metal surface with any shade except white.	25.00 Sq.Mtr.	86.00	Sq. Mtr.	2,150.00
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<b>Sl. No.</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Rate ( P)</b>	<b>Unit</b>	<b>Amount ( P)</b>
<b>8.</b>	Painting block letters or digits in Black Japan or any approved paint as per direction. Size above 10 cm.and upto 12.5 cm.	200 Nos	14.00	Each	2800.00
<b>9.</b>	Clearing compound premises of shrubs, plants, jungles etc. by cutting and removing as directed (Specific permission of Engineer-in-Charge prior to execution will be necessary). (Payment to be made on area cleared).	10000.00 Sq.Mtr	11.00	Sq.Mtr	110000.00
				<b>TOTAL</b>	<b>466991.00</b>



Brought forward = ` **4,66,991.00**

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

(a).....%  
(in figures) Below par (-) Rs.  
.....Percent  
(in words)  
(b)..... At par NIL  
**NOT TO BE QUOTED HERE**  
(c).....%  
(in figures) Above par (+) Rs.  
..... Percent  
(in words)

Total Tendered Amount = Rs.

Total tendered amount (in words.... **NOT TO BE QUOTED HERE**  
.....

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

Maximum number of workmen likely to be engaged in a day's work..... Numbers

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

GSTIN No... ..

Date:

\_\_\_\_\_  
(Signature of Tenderer)

**THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA**

**FORM OF TENDER**

**The Superintending Engineer (South),  
Kolkata Port Trust,  
51, Circular Garden Reach Road  
Kolkata- 700043.**

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 ..... **Months**(including preliminary time) 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).....**

**NOT TO BE QUOTED HERE**

...

I/We require ..... days 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 KOLKATA PORT TRUST, a sum of .....vide Pay Order/Demand Draft No.....dt.....of.....(name of Bank) 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: \_\_\_\_\_

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

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