` TENDER DOCUMENT

Syama Prasad Mookerjee Port, Kolkata

Formerly KOLKATA PORT TRUST
सिविल इंजीनियरिंगविभाग
Civil Engineering Department
अधीक्षण अभियंता,रेल . का कार्यालय
Office of the Superintending Engineer, Railway
51,सी. जी. आर.रोड,कोलकाता700043
51, C.G.R. Road, Kolkata – 700 043
फोन 2439 : - 7079,2409-3001,एक्सटेंशन : 355
Phone: 2439 – 7079, 2409-3001, Extension: 355
e-mail id: n. mallick@kolkataporttrust.gov.in

E-Tender is invited from resourceful, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for – "**Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year".**

The Bid Document may be seen from the Central Public Procurement Portal (CPPP). Corrigenda or clarifications, if any, shall be hoisted in the above mentioned website only. The tender is also published in KoPT website (www.kolkataporttrust.gov.in).

SCHEDULE OF TENDER (SOT)

a TENDER NO.	**Rly./Tender/71/64 dated 18.09.2020**
b. MODE OF TENDER	e-Procurement System (**Online** single part/ envelop Techno-Commercial Bid and Price Bid through CPP Portal **https://eprocure.gov.in/eprocure/app**) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
d. Date of NIT available to parties to download	**From 18.09.2020 (3.00 pm) to 16.10.2020 (3:00pm)**
e. Pre-Bid Meeting date & Time	**No pre bid meeting**

g. i) Estimated Cost Of Work	**Rs.5,93,686.10 (Rupees Five lacks ninety-three thousand six hundred eighty-six and paisa Ten Only)**
ii) Earnest Money Deposit	The intending bidders should submit Earnest Money of **Rs.11,875.00 (Rupees Eleven Thousand Eight Hundred Seventy-five Only)** to KoPT as per NIT.
iii) Bid Document fee	The intending bidders should submit the tender cost of **Rs.590.00/-**(**Rupees Five hundred ninety only**) (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected./- (including GST @18% on the whole) Separately to KoPT as per NIT, otherwise their offer will be summarily rejected.
h. Last date of submission of EMD & Bid Document fee to **Syama Prasad Mookerjee Port, Kolkata Formerly** KOLKATA PORT TRUST (To be submitted through D.D **in favour of Syama Prasad Mookerjee Port, Kolkata Formerly** KOLKATA PORT TRUST	**16.10.2020 (3:00pm)**
i. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal	**18.09.2020 (3:00 pm)**
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	**16.10.2020 (3:00pm)**
k. Date & time of opening of Tender	**16.10.2020 (3:00pm)**

Note: In the event of any unforeseen case such as technical fault/closure of work / holiday etc. on any of the above days, the same will be opened / held on the next working day without any further notice.

List of Annexures.

Important Instructions for E- Tender	:-	Annexure - A
Commercial Terms & Conditions	:-	Annexure - B
Techno Commercial Bid	:-	Annexure - C
List of Scanned Documents required to be uploaded	:-	Annexure - D
Undertaking towards acceptance of tender clauses etc. by bidder to be uploaded	:-	Annexure - D1
Price Bid	:-	Annexure - E

Annexure-A

2.0 Important Instructions for e-Tender

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust):

- N. Mallik SE(Rlys.)
- P. Dutta, (EE-I)

Phone : 2409-3001, Extension: 3355**|** Email: n.mallik@kolkataporttrust.gov.in

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com
   See CPP Portal for contact details and other relevant details.

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.

6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda" . **A declaration in this regard to be made by the bidder as per Annexure – D 1.**
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal

Annexure –B

Syama Prasad Mookerjee Port, Kolkata

Formerly KOLKATA PORT TRUST
सिविल इंजीनियरिंगविभाग
Civil Engineering Department
अधीक्षण अभियंता,रेलका कार्यालय
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फोन 2439:- 7079,2409-3001,एक्सटेंशन:355
Phone: 2439 – 7079, 2409-3001, Extension: 355
e-mail- n. mallick @kolkataporttrust.gov.in

Commercial Terms & Conditions

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2	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.
3	**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 for those items will not be considered.**
4	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
5	Due date of submission of tender will not be extended under any situation.
6	Earnest Money and Cost of tender documents to be submitted physically within 7 days from the opening of the techno-commercial bid.
7	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
8	E-Tenders 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 the items for which the tender is invited.
9	SCOPE OF WORK : As per E-Tender Document.
10	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.

11 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 , **Syama Prasad Mookerjee Port, Kolkata , Formerly** KOLKATA PORT TRUST thereon shall be final and binding upon all parties.

12 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.

13 The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.

14 The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

15 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.

16 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.

17 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 Superintending Engineer (Rail.) or his authorized representative at his office at 51, C.G.R. Road, Kolkata 700 043 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.

18 The bidder should sign the techno commercial part and Price Bid and upload the same to denote their mode of acceptance and to submit the same along with his offer.

19 VALIDITY :

The tender shall remain open for acceptance for a period of **4 months** from the date of opening of techno-commercial bid.

<u>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.</u>

20 NON - RESPONSIVE BIDDER:

The offer / tender shall be treated as non-responsive, if:

(i) validity of the offer is less than tender stipulation,

(ii) does not meet the Qualification Criteria as stipulated in the NIT.

(iii) 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.

(iv) **if the tender is conditional**.

(v) **if all the documents required as per NIT are not uploaded.**

(vi) if not accompanied with the photocopy of ESI/EPF & GST Registration Certificate,

(vii) PAN, Audited (wherever necessary) Balance Sheet & Profit & loss statement, upto date Professional Tax Challan.

(viii) is not accompanied by requisite earnest money/NSIC Registration Certificate//MSe Certificate under MSME

(ix) is not accompanied by requisite tender paper cost/ NSIC Registration Certificate//MSe Certificate under MSME,

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 **Syama Prasad Mookerjee Port, Kolkata** in this regard shall be final and binding on the Bidder.

21 EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document

22 Performance Guarantee : As per Tender document

23 If the contract value aggregates to Rupees one lakh and above, the contractor/supplier may offer a Bank Guarantee in the Trustees' specified Pro-forma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Security Deposit.

24 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'.

25 **PRICES: As per BOQ given in the tender document.**

26 **The bidder shall quote his price as per the Bill of Quantities in the Price bid**

27 Orders may be placed in full/part to the lowest bidder.

28 Price(s) to be quoted should remain firm over the contract period.

29 **All taxes & duties are deemed to be included in the quoted rate except** GST, which is to

be paid extra **as applicable.**

30 **EVALUATION CRITERIA: As per relevant clause of Tender document.**

31 Order to be placed in full/part.

32 **PAYMENT: As per Tender document.**

33 **Location: As per Tender document.**

34 Time of Completion: As per Tender document.

35 Work is to carried out as per terms & condition of the contract document.

36 JURISDICTION OF COURT :The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.

37 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. Gloves, Mask, Head cap, Hand washing soap / sanitizer etc to be provided by the contractor.

38 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.

39 Price adjustment clause: As per Tender document.

40 Technical capacity: As stipulated in Tender document.

41 Financial capacity: As stipulated in Tender document.

42 DOCK PERMITS: As per tender document.

43 The bidders may offer a Bank Guarantee in the Trustees' specified proforma from any scheduled/nationalized bank of India having a Branch at Kolkata in lieu of Earnest money/Security deposit of 10 (Ten) lakhs.

Note: 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.

Annexure –C

Syama Prasad Mookerjee Port, Kolkata

Formerly KOLKATA PORT TRUST

सिविल इंजीनियरिंगविभाग
Civil Engineering Department
अधीक्षण अभियंता,रेल **. का कार्यालय**
Office of the Superintending Engineer, Railway
51,सी. जी. आर.रोड,कोलकाता700043
51, C.G.R. Road, Kolkata – 700 043
फोन 2439:- 7079,2409-3001,एक्सटेंशन:353
Phone: 2439 – 7079, 2409-3001, Extension: 353

NIT No. - Rly./Tender/71/64 dated 18.09.2020

NOTE: Last Date of Download of tender documents : 16.10.2020 (3:00 pm)

Techno Commercial Bid

"Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"

*****

SHORT TENDER NOTICE

E-Tender is invited from reliable, bonafide & experienced agency registered with KoPT with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

Name of work	**:**	**"Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"**
NIT No.	**:**	**Rly./Tender/71/64 dated 18.09.2020**
Estimated Cost	**:**	**Rs.5,93,686.10 (Rupees Five lacks ninety-three thousand six hundred eighty-six and paisa Ten Only)**
Period Of Execution	**:**	**Periodical one year from the date of placement of Work**
Earnest Money	**:**	The intending bidders should submit Earnest Money of **Rs.11,875.00 (Rupees Eleven Thousand Eight Hundred Seventy-five Only)** to KoPT as per NIT.
Period of Download of E-Tender (Both Days Inclusive)	**:**	**18.09.2020 to 16.10.2020 [Bid document will be available on Central Public Procurement Portal (CPPP)]**
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	**:**	**16.10.2020 (Last date of Submission)** **16.10.2020 (Date of Opening)**
Cost of Tender Document (Non-refundable)	**:**	**Rs.590.00/-**(**Rupees Five hundred ninety only**) (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected./- (including GST @18% on the whole)
➢ **Contact Person.**	**:**	**Sri N. Mallik, Supdt. Engineer(Railway)** **Sri P. Dutta, Ex. Engineer (Railway)**

Interested bidders may contact at **n. mallik @kolkataporttrust.gov.in**

NOTICE INVITING TENDER

WORK TITLE:-

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. The intending bidder must have successfully completed similar works like supply of labours for miscellaneous works / civil works etc 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:

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

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

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

Similar work means works involving supply of skilled/semi-skilled and unskilled laborers or any other civil maintenance/development works.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2018, should be at least 30% of the estimated amount put to tender.
3. Work experience as a sub contractor shall not be considered as the requisite qualification.

TENDER AUTHORITY:-

अधीक्षण अभियंता,रेलका कार्यालय
Office of the Superintending Engineer, Railway
51,सी. जी. आर.रोड,कोलकाता700043
51, C.G.R. Road, Kolkata – 700 043
फोन 2439:- 7079,2409-3001,एक्सटेंशन:355

Due Date of submission	**16.10.2020**	Time	UPTO 15:00 hrs.	Opening Date of the Tender	**16.10.2020**	Time	15:30 hrs. onwards
Period of Download of E-Tender (Both Days Inclusive)	**18.09.2020** to **16.10.2020 (3-00 pm)** [Bid document will be available on Central Public Procurement Portal (CPPP)]						
Date and Time for pre-bid meeting & site visit	**No pre bid meeting**						
Cost of Tender document (Non-refundable)	**Rs.590.00/-**(**Rupees Five hundred ninety only**) (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected./- (including GST @18% on the whole)						
Earnest Money Deposit	The intending bidders should submit Earnest Money of **Rs.11,875.00 (Rupees Eleven Thousand Eight Hundred Seventy-five Only)** to KoPT as per NIT.						
Time Of Completion	**Periodical one year from the date of placement of Work Order.**						
Estimated Cost Of Work	**Rs.5,93,686.10 (Rupees Five lacks ninety-three thousand six hundred eighty-six and paisa Ten Only)**						

In case of unscheduled event such as Technical fault/Holiday/Closure of Work etc. on the date of opening of E-Tender, the same will be opened on the next working day.

INSTRUCTIONS TO BIDDER

E-TENDER FOR- "Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"

1.0 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 (Railway.) on any working day before quoting for the tender.

2.0 Earnest money and cost of tender paper are to be deposited by vendors/contractors throughBank Draft/Banker's Cheque/Demand Draft/Pay Order etc. in favour of Kolkata Port Trust, payable at Kolkata, Original Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc. to be enclosed with the original signed Techno Commercial and Price Bid. Techno& price bid will be uploaded.EMD& cost of tender to be physically deposited.

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) Bank Draft/Pay order etc. No. :

2.2 Details of Earnest money 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) Bank Draft/Pay order etc. No. :

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

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 A Bid shall contain the following scanned copies of which are to be uploaded : -

a) That 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) In Volume-I, the un-priced "Abstract Form Of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed. *****

d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.

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

f) **Scan copy of the following documents to be uploaded:-**

i) Copy of GST Registration no. / Certificate.

ii) Valid Trade Licence.

iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.

iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.

v) Proof of being registered with Employees' State Insurance Corporation (ESIC),

vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document duly filled up.

vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria including the Schedule-T.

viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2016-2017, 2017-2018 & 2018-2019).**

ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

x) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents or NSIC Registration Certificate.

xi) Certified copies of PAN Card.

xii) Original T.R. relating to Permanent Earnest/Security Money Deposit.

xiii) Last Page of B.O.Q. and the Form of Tender duly filled up (without price quoted) duly signed and stamped.

xiii) Self declaration of the bidder that the Bidding Firm is presently not debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

xiv) Self declaration about 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.

xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender documents, Addenda, Corrigendum and G.C.C.

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

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**.

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

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

4.0 **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:-**

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

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 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 of those bidders who meet the qualifying criteria of NIT shall be opened.

9.1 During techno-Commercial Evaluation of tender, an offer shall be considered non-responsive in case :-

(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.
(vi) 4 months validity from date of opening of techno-commercial bid is not accepted/agreed to as per tender condition.
(vii) Offer/tender is submitted with any deviation from the tender terms and condition.

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.

10. 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.

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

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

11.2 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 for those items will not be considered.

11.3 Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be submitted along with bid. For Scheduled cast (SC) & Scheduled Tribe (ST) entrepreneurs' documentary evidences have also to be submitted to get benefit in this regard.

12.0 EVALUATION CRITERIA:-

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

13.0 ACCEPTANCE OF TENDER:-

13.1 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.

13.2 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.

13.3 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.

14.0 MISCELLANEOUS:

(i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

(ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

(iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

(iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

(v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

(vi) Enlisted/registered contractor of KoPT will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**.

(vii) Contractor has to furnish a valid mobile no. along with a Whatsapp facility. Any communication to the Contractor made by the concerned officials of KoPT through Whatsapp/SMS should be treated as official communication from this office.

(viii) 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.

SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR "Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"

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.

- Order letter.
- Bill of Quantities.
- Drawings.
- Particular Specifications of work.
- Special Conditions of Contract.
- General Conditions of Contract.

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

3.0 SCOPE OF WORK:

The work mainly comprises of supplying of daily labourers for miscellaneous non-measurable works involving only manual labours and pumping services etc. of the Railway Division jurisdiction as and when required for

a period of one year other ancillary works as per specifications as set forth in the Bill of Quantities, including all appurtenant works together with additional or varied works, Trustees General Conditions of Contract and Special Conditions of Contract which may thereafter be required in accordance with Clause 7 of General Conditions of Contract and as per the direction and up to the satisfaction of the Engineer-in-Charge for successful completion of the work.

The intending tenderer shall inspect the site of work in consultation with the **Superintending Engineer, (Railway)** and acquaint himself with the nature of work before preparing his tender. His attention is drawn to **Clause No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

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

a) Provide all materials, supervision, services and other tools and plants, transportation, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes etc.

b) To take all the safety measures like using life jackets, helmets etc. required for such type of work and insure the labourers against any accident which may occur in the course of execution of the job, if required, at no extra cost.

c) To cover all office / household furniture with tarpaulin or similar type of cover when there is any chance of damage / spoiling during the course of the work, if required or directed, at no extra cost.

d) To make good any damage done to any property during execution of work at no extra cost.

e) Prepare and submit for review and assessment to the Engineer how the work is actually going to be done.

f) The Contractor shall at all time carry out work in a manner creating least interference to existing services while consistent with the satisfactory execution of the same. The Contractor shall execute the work in accordance with the direction of the Engineer-In-Charge and maintain during the execution of the work, a passage for traffic along a part of the existing carriage way.

4.0 LOCATION:

"Railway Division jurisdiction**."**

5.0 ACCESS TO THE SITE:

(a) By Road: Diamond Harbour Road, Helen Keller Sarani, Hide Road, Remount Road, CGR Road and other roads in dock area

6) Work Site:

The work site is located all over under Railway Division jurisdiction**.** Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer (Railway), Kolkata: 700043** to make the site inspection along with his representative.

7. 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 (Railway) at his office at 51, C. G. R. Road, Rly, 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. SITE CONDITIONS & METHOD OF WORK:

The work site is all areas under Railway Division jurisdiction**.** The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, 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. TIME OF COMPLETION:

The work is a periodical work for one year (twelve months) from the date of placement of work order/LOI, which may be extended if need arises and approval obtained from authority.

10. 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 KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the 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. Accessibility for Checking and Supervision.

The engaged Contractor is to provide necessary arrangement for free access to the KoPT officer's and personnel for supervision and checking of the subject work at his own cost.

12. Responsibility of the Contractor for methodology of works:

The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

13) **Quality Control:-**

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field.

14) Escalation / variation of price:

Escalation variations on the prices of materials and POL other than revision in Minimum wages will not be entertained and thus the rate should be quoted with due consideration of the same. With the revision of minimum wages as per Minimum Wages Act, there would be escalation / de-escalation (as the case may be) of the charges payable to the contractor, keeping his profit and overhead charges (as derived) unchanged. It is stipulated that the rate for labour is based on the current approved rate of statutory minimum wage which is subject to revision against official information, thereby keeping scope for rise in price of labour (wages) according to change in wages as per Minimum Wage Act, Central or State, whichever is higher.

15) 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 or 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. The contractor shall provide lights and signals at his own cost . Lights shall be so placed or screened so as not to interfere with any navigational light or signal or other marking.

16. Temporary Works:

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

17. Plant & Constructional Equipment:

The contractor shall supply his tools, plants and constructional equipments within his quoted rates. A list of plant as intended to be employed by the tenderers in this construction must be furnished with full details along with the tender.

18. 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 any materials by the Trustees' as provided for in the Contract.

19. 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.

20. 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. **In the Covid – 19 endemic situation, all workers must be provided with face mask, hand sanitizer, soaps etc by the contractor, cost of which is not payable extra.**

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 –

(i) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.

(ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.

(iii) His office & 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.

21. 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.

22. POWER SUPPLY:

If available and if required, suitable power supply may be arranged by the Trustees on chargeable basis from the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of KoPT as prevalent & amended from time to time. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

23. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking and for construction purposes may be made available from the exiting water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

i) Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.

24. KEEPING THE SITE AND WORKING AREA CLEAR:

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

25. 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 laborers.

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.

26. Cleaning during execution and after completion:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to KoPT stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

27.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

28.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 (2014), 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.

29. ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the respective Superintending Engineer (KPD.) with necessary documents in original.

Subject to the availability and feasibility of system, KoPT may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of KoPT. 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.

30. MATERIALS:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer.

The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

31. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

32. 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 statuary 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 acts fixed by Chief Labour Commissioner (Central) 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 KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour 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.

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.

Miscellaneous Provision and EPF Act 1952 and as amended from time to time.

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

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

The contractor has to obtain a certificate of registration under "Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act-1996 and Central Rule 1998 and his rate shall include a cess payable @ 1 % of the cost of construction as applicable under "Building & Other Construction Workers Welfare Cess Act -1996 & Welfare Cess Rules 1998.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central) , Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

33. COMPLIANCE WITH E.P.F, ESI & M. P. ACT:

The successful contractor will have to comply with provision of EPF,ESI& 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 (Railway.)**

34. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

a) The Minimum Wages Act, 1948.
b) The Dock Workers (Regulation Of Employment) Act, 1948
c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
d) The Dock Workers' Safety, Health & Welfare Act , 1986
e) The Payment of Wages Act, 1936.
f) The Workmen's Compensation Act, 1923.
g) The Employees Provident Fund Act, 1952.
h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
i) The Payment of Bonus Act, 1965.
j) The Payment of Gratuity Act, 1972.
k) The Equal Remuneration Act, 1976.
l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
m) Child Labour (Prohibition and Regulation) Act, 1986.
n) The Maternity Benefits Act 1961
o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act, 1979.
p) Motor Vehicle Act, latest revision.

35.TAXES :-

The prices quoted shall be exclusive of any statutory levies and/or other charges levied by any Central/ State/local authorities which but excluding GST. GST will be paid by Kolkata Port Trust as extra on submission documents by the party.

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

The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be

retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

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 you are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

36. 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.

37. Employment of Local Resources:

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers; labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

38. Calcutta Port Trust:

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

39. 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 breakdown 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 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

40. Workmen and Wages:

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

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

41. 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 plus percentage offered/quoted above/below by the contractor,

otherwise

(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.

42. Materials

The contractor shall make his own arrangement for supplying all materials at site. Materials supplied by the contractor shall essentially conform to the relevant Indian Standard.

43. Disparity in quoted rate/amount.

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

44. Dock Permit:

For works inside the Docks, Dock permit required for men , materials, vehicles and equipments etc. are to be procured by the successful tenderer **at free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued.But for creation of individual IDs in permit system a charge of **Rs.5.00** will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT.

45. The work has to be carried out in an operational zone. The tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

46 Unless otherwise mentioned, dismantled materials, if any, are to be properly stacked as directed.

47. Working Period:

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. 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.

48.Bank Guarantee in lieu of Cash Security Deposit:

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5** of **General Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

49. Dewatering:

If water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, ,pumpings or bailing out and the excavated and prepared surfaces of each layer shall be kept dry as directed by the Engineer. No extra payment will be made for such dewatering

50. Measures against pollution: -

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

51. Port Area Obligations:

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractors plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "Restricted Area". The contractor shall suitably fence the area that may be allotted to him inside the "Bonded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies.

The contractor shall, abide by all the regulations and rules of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the KoPT.

SCHEDULE T **Annexure-C (Contd)**
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. (inRs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

(To be submitted with Part-I of Offer) **Annexure-C(Contd)**

SCHEDULE 'O' SHEET – 1

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

1) Name of Company :

2) Address of its present registered office. :

3) Date of its incorporation :

4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :

5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :

6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :

7) Copies of audited balance sheets of the Company for the last two years. :

B) In case of a firm -

1) Name and address of the firm. :

2) When business started :

3) If registered a certified copy of certificate of registration. :

4) A certified copy of the Deed of Partnership :

5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :

6) Whether the firm pays income tax over Rs.10, 000/- per year :

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

1) Full name and address of the Bidder any special particulars of the Bidder if desired to be stated. :

2) Name of the father of the Bidder. :

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

4) When business was started and by whom. :

5) Whether any other person is interested in the business directly or indirectly, if so, name and address etc. of such persons and the nature of such interest. :

6) Whether the Bidder pays Income Tax over Rs.10, 000/- per year. :

Dated:

(Full signature of Bidder)

ANNEXURE – D

DOCUMENTS TO BE UPLOADED ALONG WITH PART –I

Scan copy of the following documents to be uploaded:-

i) Copy of GST Registration Certificate.

ii) Valid Trade Licence.

iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.

iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.

v) Proof of being registered with Employees' State Insurance Corporation (ESIC),

vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document duly filled up.

vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria including the Schedule-T.

viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2016-2017, 2017-2018 & 2018-2019).**

ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

x) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents or NSIC Registration Certificate.

xi) Certified copies of PAN Card.

xii) Original T.R. relating to Permanent Earnest/Security Money Deposit.

xiii) Last Page of B.O.Q. and the Form of Tender duly filled up (without price quoted) duly signed and stamped.

xiii) Self declaration of the bidder that the Bidding Firm is presently not debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

xiv) Self declaration about 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.

xii) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender documents, Addenda, Corrigendum and G.C.C.

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

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**.

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

N.B.-2 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**.

ANNEXURE –D-1

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No…… Date

The Chief Engineer,
Kolkata Port Trust,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We, ……..(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents, GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer……

Name: ……..

Designation: ……

Date : ……..

Seal of the tenderer…….

Annexure –E

Syama Prasad Mookerjee Port, Kolkata

Formerly KOLKATA PORT TRUST
सिविल इंजीनियरिंगविभाग
Civil Engineering Department
अधीक्षण अभियंता,रेल. का कार्यालय
Office of the Superintending Engineer, Railway
51,सी. जी. आर.रोड,कोलकाता700043
51, C.G.R. Road, Kolkata – 700 043
फोन 2439:- 7079,2409-3001,एक्सटेंशन:355
Phone: 2439 – 7079, 2409-3001, Extension: 355
NIT No. : Rly./Tender/71/64 dated 18.09.2020

NOTE: Last Date of Download of tender documents

16.10.2020 (up to 15-00 hours)
Tender is due for submission by 3:00 P.M.
On 16.10.2020

PRICE BID

****

"Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"

****

अधीक्षण अभियंता,रेल. **का कार्यालय**
Office of the Superintending Engineer, Rly.

E-TENDER FOR: "Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"

PRICE BID

TENDER PARTICULARS

ESTIMATED COST	**:**	**Rs.5,93,686.10 (Rupees Five lacks ninety-three thousand six hundred eighty-six and paisa Ten Only)**
EARNEST MONEY	**:**	The intending bidders should submit Earnest Money of **Rs.11,875.00 (Rupees Eleven Thousand Eight Hundred Seventy-five Only)** to KoPT as per NIT.
TIME OF COMPLETION	**:**	**One year**
PERIOD OF DOWNLOAD OF E-TENDER (Both Days Inclusive)		**18.09.2020 to 16.10.2020 (upto 3pm) [Bid document will be available on Central Public Procurement Portal (CPPP)]**
DATE AND TIME FOR PRE-BID MEETING & SITE VISIT	**:**	**No pre bid meeting**
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF COVER-I & COVER -II OF THE TENDER	**:**	**16.10.2020 (Submission Up to 15:00 hrs.) 16.10.2020 (Opening After 15:30 hrs.)**

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

Syama Prasad Mookerjee Port, Kolkata

Formerly KOLKATA PORT TRUST
सिविल इंजीनियरिंगविभाग
Civil Engineering Department
अधीक्षण अभियंता,रेल . का कार्यालय
Office of the Superintending Engineer, Railway
51,सी. जी. आर.रोड,कोलकाता700043
51, C.G.R. Road, Kolkata – 700 043
फोन 2439:- 7079,2409-3001,एक्सटेंशन:355
Phone: 2439 – 7079, 2409-3001, Extension: 355

PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR

The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 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.

1.4 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, GST and obligations imposed or implied by the Contractor.

1.5 Where separate items such 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.

1.6 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:-

1.7 The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

1.8 The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.

1.9 Setting out including the location and preservation of survey markers, measurement and supervision.

2.0 The provision, storage, transpsort, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

2.1 All First Aid, Welfare and safety requirements.

2.2 Damage caused to the works, plants, materials and consumables stores caused by weather.

2.3 Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.

2.4 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.

2.5 This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender **on line** based on his own analysis. The Tender Price thus established would be taken for comparative evaluation of E-Tenderers

Syama Prasad Mookerjee Port, Kolkata

Formerly KOLKATA PORT TRUST
सिविल इंजीनियरिंगविभाग
Civil Engineering Department
अधीक्षण अभियंता,रेल. का कार्यालय
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फोन 2439:- 7079,2409-3001,एक्सटेंशन:355
Phone: 2439 – 7079, 2409-3001, Extension: 355

BILL OF QUANTITIES

Work Title: **"Supplying of daily labourers for miscellaneous non-measurable works and pumping services etc. of the Railway Division jurisdiction as and when required for a period of one year"**

Sl. No.	Description of work	Quantity	Rate Rs. P.	Unit	Amount Rs. P.
1.	Supplying daily labours for construction / maintenance of roads / buildings, water supply / sewerage pipe line related works, loading / unloading, sweeping / cleaning etc. a) Un-skilled b) Semi-skilled	 775 nos 25 nos.	 698.19 771.45	 Each Each	 5,41,097.25 19,286.25
2.	Supply of one 3-5 HP capacity diesel pump set of running condition on hire basis daily from 8.00 AM to 5.00 PM along with necessary pipes for suction and delivery of length approximate 15 metre and 50 metre respectively and other accessories and fittings like foot valve, clips etc. including Pump Driver / Helper required to run the pump set for lifting of waste water from pits manholes, drains etc. as per direction of Engineer-in-Charge at site.	20.00	1257.63	Day	25,152.60
3.	Provide charges of supplied fuel for running the Pump set as per necessity and requirements.	100.00	81.50	Hour	8,150.00
				Total:	**5,93,686.10**

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

1) …… % above par (+) **Rs.**

(in figures)

……

(in words)

2) At par

3) ……..% below par (–) **Rs.**

(in figures)

……

(in words)

Rs.

Total tendered amount in words : Rupees ……..

……..

[The rate quoted shall include all taxes and duties as applicable excluding GST. GST will be paid by KoPT as extra on submission of suitable documents by the party]

Maximum number of workmen likely to be engaged in a day's work: numbers

T.R. No. & Date :

Permanent Income Tax A/C. No. :

GST Regn. no. :

Date :

(Signature of Tenderer)

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

Witness: -

(Name in block letters)

Address:

Occupation:

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To

……..

……..

I/We_____

Of……..

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **12(Twelve) months** from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

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

_____

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

I / We have deposited with the Trustees' CAO (KoPT),vide Receipt No. _____ of _____ as Earnest Money.

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

Dated: (Signature of Bidder with Seal)

WITNESS :

Signature : Name of the Bidder:

Name : Dated:

(In Block Letters)

Address : Address:

Occupation :