

BUDGETARY OFFER NOTICE

Budgetary offers are invited from reliable, bonafide & experienced agency with required experience for **“Dismantling and removal of five nos. of four storied buildings at Cluster-V, firefighting pump house in-front of Jawahar Tower and two-storied store-cum-garage building behind Jawahar Tower, Haldia.” Township, HDC.**as per enclosed terms & conditions in Annexure- ‘A’ and Bill of Quantity Annexure- ‘B’.

a. Budgetary Offer No.	I&CF/SDM/RZ/BQ/06
b. Contact Person	Basujit Sengupta, Sr.Dy. Manager(RZ & Spl RT), I&CF Division., Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata
c. Address :	Township Civil Maintenance Office, Cluster- 5; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607, West Bengal
d. Mobile no.	9002784574
e. E-mail Id :	bsengupta.hdc@kolkataporttrust.gov.in
f. Last date of submission of Budgetary Offer	20.10.2021 Up to 15:00 hrs.

Details of the Terms & Conditions in Annexure- ‘A’ and Bill of Quantity Annexure- ‘B’.are available in web site of Kolkata Port Trust [To see please visit www.kolkataporttrust.gov.in].

Sr. Dy. Manager (RZ & Spl RT)
I & CF Division
Haldia Dock Complex
Syama Prasad Mookerjee Port, Kolkata

TERMS AND CONDITIONS

Dismantling and removal of five nos. of four storied buildings at Cluster-V, firefighting pump house in-front of Jawahar Tower and two-storied store-cum-garage building behind Jawahar Tower, Haldia Township, HDC.

BUDGETORY QUOTATION NO. : I&CF / SDM / DOCK / BQ / 06

SCOPE OF WORK:

The major scope of work shall be:-

The work comprises of dismantling and removal of five nos. of four storied buildings at Cluster-V, firefighting pump house in-front of Jawahar Tower and two-storied store-cum-garage building behind Jawahar Tower, Haldia Township, HDC.

The scope of work also includes all other works as described in the attached "Bill Of quantities" and ancillary and appurtenant works as may be required hereafter for successful completion of the work in accordance with the Trustee's General Conditions Of Contract, attached Special Conditions Of Contract, Particular Specifications of work, Bill Of Quantities and in accordance with PWD (West Bengal's) Specifications [Buildings & Roads] for materials and workmanship.

OTHER REQUIREMENTS TO BE FULFILLED BY BIDDER

1. including provision of supplying all transport, plants, equipment, labourers at his own cost for successful and safe completion of the job as directed.
2. All incidental expenses and other charges including insurance of the workmen payable shall be borne by the successful bidder.
3. Making necessary all round scaffolding and taking away demolished materials including reinforcement steel and structural steel if any from the demolished buildings

PRICE VARIATION:

Quoted prices shall be firm and fixed till execution of the above work. No Escalation / Variation on the prices on any account will be considered for adjustment/payment.

COMPLETION PERIOD:

The Job will be executed in all respect within 06 (Six) month from the date of receipt of the order letter.

INSPECTION:

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 Sr. Dy. Manager, RZ (I&CF), Cluster –V, P.O.: - Haldia Township, Dist.: Purba Medinipur, Pin: 721607 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.

EVALUATION CRITERIA :

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

VALIDITY OF OFFER

The validity of the offer should not be less than 120 days from the date of opening of the offer.

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 HDC, 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.

SAFETY:

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, mask 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 –

- (i) No damage is caused to plants and vegetation's 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.

POWER SUPPLY:

If available and if required, suitable power supply may be arranged by the Trustees at 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 WBSEB as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters. 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.

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. For supply of water by Trustees to the Contractor, an amount equivalent to 1% (one percent) of the gross bill value for cementitious items only shall be progressively recovered from the running bill including final bill as applicable.

PAYMENT:

Payment will be made to the Contractor on successful completion of the entire work.

CONTRACT LABOUR LAWS:

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced 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.

COMPLIANCE WITH EPF & 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. Sr. Dy. Manager (I&CF).

COMPLIANCE WITH ESI ACT:-

If applicable , the successful bidder will have to comply with provisions of "Employers State Insurance Act –1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution as applicable percentage of the wages of each of the employees' and shall deposit the same together with employer's contribution as applicable percentage of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit Photo copies of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Sr. Dy. Manager (I&CF).

INDEMNIFICATIONS:

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.

FORCE MAJEURE:

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below :

- (i) riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;

(ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;

(iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;

(iv) Fire , flood , cyclone , hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

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 and THE ARBITRATION AND CONCILITATION (AMENDMENT) ACT,2015 and any statutory amendment thereof.

INSURANCE

The contractor shall have to obtain insurance for the workmen to be involved in the work for performing in this special type of job in the high rise tank. Documents for obtaining workmen insurance shall be produced to the Engineer before commencement of the work.

INSTRUCTIONS TO BIDDER

“DISMANTLING AND REMOVAL OF FIVE NOS. OF FOUR STORIED BUILDINGS AT CLUSTER-V, FIREFIGHTING PUMP HOUSE IN-FRONT OF JAWAHAR TOWER AND TWO-STORIED STORE-CUM-GARAGE BUILDING BEHIND JAWAHAR TOWER, HALDIA TOWNSHIP, HDC”.

PREFACE :

The work as described in the Quotation shall be executed in Haldia 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 Sr. Dy. Manager (RZ), I&CF, Township Civil Maintenance Office, Cluster- 5; P.O.: Haldia Township; Dist.: Purba Medinipur ; PIN: –721607, West Bengal, India. Telephone no. : 03224-263389 on any working day before quoting for the tender.

MODE OF SUBMISSION OF BID :

Details of the Quotation Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site from SMP, KOLKATA website (www.kolkataporttrust.gov.in) and have to participate in bidding by downloading the Quotation document.

Quotation document will be submitted super scribing the name of the work on the sealed cover at the above mentioned office of the undersigned within the scheduled date and time. Quotationer's authorized representative may be present during opening of Quotation. In-addition the quotation document may be collected from office of the Sr. Dy. Manager (RZ), I&CF, Township Civil Maintenance Office as mentioned above.

The Trustees do not bind themselves to accept the lowest offer of any quotation or assign any reason thereof.

BILL OF QUANTITIES

E-TENDER FOR "DISMANTLING AND REMOVAL OF FIVE NOS. OF FOUR STORIED BUILDINGS AT CLUSTER-V, FIREFIGHTING PUMP HOUSE IN-FRONT OF JAWAHAR TOWER AND TWO-STORIED STORE-CUM-GARAGE BUILDING BEHIND JAWAHAR TOWER, HALDIA TOWNSHIP, HDC".

BUDGETORY QUOTATION NO. : I&CF / SDM / DOCK / BQ / 06

Sl. No.	Description of Item	Quantity	Unit	Rate (Rs. P)	Amount (Rs. P)
1	Inspection of the five nos. of four storied buildings at cluster-v, firefighting pump house in front of Jawahar Tower and two-storied store cum-garage building behind Jawahar Tower. Demolition of the five nos. Of four storied buildings at cluster-v, firefighting pump house in front of Jawahar Tower and two-storied store cum-garage building behind Jawahar Tower. Making necessary all round scaffolding and taking away demolished materials including reinforcement steel and structural steel if any from the demolished buildings including provision of supplying all transport, plants, equipment, labourers at his own cost for successful and safe completion of the job as directed.				
	All incidental expenses and other charges including insurance of the workmen payable shall be borne by the successful bidder.	Lump Sum			
			Total = Rs.		

(seal of of the Bidder)