



कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



Tender Notice No.: 202/NSD/10

Dated: 09.07.2015.

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

A) The Tenderer should have experience in **Civil Engineering construction & maintenance works** and have successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are being invited & should be any of the following:

1. Three similar** completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
2. Two similar** completed works costing not less than the amount equal to 50% of the estimated cost put to tender.
3. One similar** completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

B) The intending tenderer should have average Annual Financial turnover during the last **3 years** (ending **31st March** of the previous financial year) of at least 30% of the estimated amount put to tender.

[**Similar works means Civil Engineering construction & maintenance works.

Name of Work : **Provide service of labour at different areas for emergency misc. work (non – measurable) under NSD section for one year from the date of placement of order.**

Estimated Amount : **Rs. 3,86,280.00 p.**

Earnest Money : **Rs. 7,800.00 p.**

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

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12 noon on **04.08.2015** on payment of **Rs. 300.00** only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website www.kolkataporttrust.gov.in before 12 noon on **04.08.2015**.

The tenders must be submitted along with copy of VAT, ESI & EPF Registration Certificate, IT PAN Card, Trade Licence, Annual Financial Turnover and Valid Labour License No. (as applicable) and documentary evidence in support of Prequalification criteria as mentioned above by 3 P.M. on **05.08.2015** fulfilling conditions of Para above or **Clause No. 5** of the covering page of tender documents as per KoPT website www.kolkataporttrust.gov.in. Tenders will be opened shortly after 3.P.M. on the same day in presence of tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes, etc., on that day, the tenders may be

submitted by 3 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day.
All other conditions shall remain the same.

वरिष्ठ कार्यकारी अभियंता (एन. एस. डी.)

Sr. Executive Engineer, N.S. Dock

KOLKATA PORT TRUST
Office of Senior Executive Engineer, N.S. Dock
Engineering Department

NIT No. 202/NSD/10 dated 09.07.2015.

Contract No. (2015-16)

04/NSD (Rev) of 21.05.15

Allocation: 077/771/138

Messrs / Shri.....

C.E.O. No. H/NSD/13 dated 26.06.2015

.....

Dear Sir/s,

Re.: Tender for

Name of work: Provide service of labour at different areas for emergency misc. work (non – measurable) under NSD section for one year from the date of placement of order.

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

Pre-qualification Criteria:

- A) Tenderer should have experience in **Civil Engineering construction / maintenance works** and have successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are invited should be any of the following:
- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

B) The intending tenderer should have average Annual Financial turnover during the last **3 years (ending 31st March** of the previous financial year) of at least 30% of the estimated amount put to tender.

[****Similar works means Civil Engineering construction / maintenance works**].

- 2. The Trustees' General Conditions of Contract & Schedule of Rates may be inspected at this office on any day during office hours. The remaining documents like Special Conditions of Contract, B.O.Q., etc., are attached herewith.
- 3. In case of a tenderer who has already deposited a Permanent Security with the KoPT under the new rules, he shall be bound by the Clauses of the General Conditions of the Contract pertaining to Earnest Money and Security Deposits for Registered Contractors.
- 4. The tenderers, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit a sum of **Rs. 7,800.00** as Earnest Money in from of **Bankers' cheque / Demand Draft / Pay order** in favour of **"KOLKATA PORT TRUST" on any Schedule Bank payable at Kolkata** before submission of the tender. The original Bankers' cheque / Demand Draft / Pay order must be attached with the tender without which the tender may be disqualified. This amount will be refunded to the unsuccessful tenderers without **any interest**. In case of being the

successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.

5. The tenderers (Registered Contractors of KoPT) may also submit the tender getting downloaded before 12.00 noon on **04.08.2015** from the website of KoPT. In that case the bidding party shall have to pay the amount of **Rs. 300.00 (non-refundable)** towards the cost of bid document by draft or banker's cheque drawn in favour of 'Kolkata Port Trust' at the time of submission of tender documents.
6. The rates quoted by the Contractor must be valid up to **4 (four) months** after opening.
7. The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge, etc. **(excluding Service Tax)** and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.
8. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any correction necessary, should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be liable to be rejected.
9. If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.
10. The tender duly filled in, totalled and signed along with the following documents shall be submitted in sealed cover superscribed the above name of work so as to reach this office within 3 P.M. on **05.08.2015**. The tender will be opened shortly after 3 P.M., on the same day and the intending tenderers or their authorised representatives may attend. In the event of any unforeseen circumstances such as holidays, bandhs, strikes, etc., on that day, the tenders may be submitted by 3 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.
 - a. Copy of the documents in support of Prequalification Criteria as mentioned in **Clause – A** above.
 - b. Copy of VAT Registration Certificate
 - c. Copy of ESI Regd. Certificate or copy of documents as mentioned in **Clause No. 14** of the Special Conditions of Contract.
 - d. Copy of PAN Card).
 - e. Copy of Trade Licence.
 - f. Annual Turn Over as mentioned in Clause (B).
 - g. Certified Copy of EPF Registration Details.
11. **The intending tenderer shall intimate their EPF Registration No. failing which their tender would be liable to be cancelled.**
12. All tenderers should enclose a check list duly filled up enclosing the relevant documents as per the Proforma attached with the tender documents. If the tenderer fails to submit such check list duly filled up, the tender would not be considered for opening. If contents of check list turns out to be misrepresentation of facts, then such bids would be rejected even after opening of Price bid with a recorded warning for the bidder.

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

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

Enclo: All papers as stated above.

Yours faithfully,

Sd/-

Senior Executive Engineer, N.S. Dock

Tender for “Provide service of labour at different areas for emergency misc. work (non – measurable) under NSD section for one year from the date of placement of order”.

Scope of the Work:

The work comprises of **Providing services of labour at different areas for emergency misc. work (non – measurable) under NSD section for one year from the date of placement of order** as per the items described and set forth in the particular Bill of Quantities & Specifications all in accordance with the Trustees’ General Conditions of Contract & Special Conditions of Contract.

SPECIAL CONDITIONS OF CONTRACT:

1. General:

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

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

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

2. Work Site:

The Work Site is located at **different areas for emergency miscellaneous works under N.S. Dock division**, and as described in the name of the work. The tenderer shall visit the site of work and acquaint himself with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience is to be created for users of essential facilities located within or in the vicinity of the works site during the tenure of his work.

3. Working Period:

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

4. Time of Completion:

The work is one – time in nature and should be completed within **12 (twelve) months** from the date of placement of order.

5. Workmanship:

The contractor shall maintain workmanship with an idea of providing a trouble-free service to the users of different facilities in the N.S. Dock area.

6. Supervision:

The Contractor shall have to engage sufficient number of qualified and skilled persons to supervise and execute the work. The Contractor shall be solely responsible for any defective work as a result of poor supervision.

7. Escalation/ variation in Prices:

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

8. Discrepancies in the contract documents:

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

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

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

10. Safety:

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

11. Protection of existing services / assets:

The contractor must pay full attention to the fact that the existing service facilities for users are not disturbed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers. During execution of work, any existing furniture like almirahs, etc., should be well protected and covered with polythene sheets. If required, the same may be shifted and repositioned after completion of the work as per the direction of the Engineer at the Contractor's own cost.

12. Water:

Water required for drinking and other purposes and for works will have to be arranged by the Tenderer at their own cost. However, KoPT will arrange to provide a source of supply for drinking water at one point free of charge from where the Contractor may draw a line for the purpose of drinking water only.

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

The contractor shall be required to comply with the **Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Disputes Act, 1940, Contract Labour (Regulation and Abolition) Act, 1970, ESI Act 1948 and the EPF Act and Miscellaneous Provisions 1952** along with all statutory amendments and modifications thereof, any other laws relating thereto and the rules made there under from time to time.

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

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

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

14. Compliance of ESI Act – 1948:

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

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

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

16. Dock Permit:

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

17. Important Provisions of the G.C.C.:

Tenderers' attention is drawn to Clause 3.4, 3.5 and 3.6 of the General Conditions of Contract regarding Earnest Money and Security Deposit prescribed in the tender and Clause 8.0 regarding Delay / Extension of Time / Liquidated Damage / Termination of Contract.

18. Terms of Payment:

Terms of Payment will be guided by **Clause No. 6 of the General Conditions of Contract.**

19. Taxes Deductible:

Income Tax and other Taxes as applicable will be deducted as per rule.

20. Service Tax:

As KoPT is not a Registered Body Corporate, it is not liable to pay service tax under 'Reverse Charge Mechanism' as per Service Tax Law. The service provider is liable to recover service tax as applicable. **Reimbursement of Service Tax will be made to the Contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per the Finance Act, 1994.**

However the contractor is liable to pay the Service Tax element at the applicable Govt. rate fixed by the government from time to time against L.D., damages, penalty, land rent, electricity charges, etc. & the same will be deducted from his bill when sent to the Finance Department for payment.

21. 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.

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कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



E.E.O. No. 04/NSD (Rev) dated 21.04.2015

Allocation: 077/771/138

Name of work: Provide service of labour at different areas for emergency misc. work (non – measurable) under NSD section for one year from the date of placement of order

BILL OF QUANTITIES

It. No.	Description of work	Unit	Qty.	Rate		Amount	
				Rs.	P.	Rs.	P.
1.	Supply of daily labour a. Unskilled labour (working hrs. 8:00 A.M. to 5:00 P.M. including one hour Tiffin.	Each	1000	386.28		3,86,280.00	
				(Rupees three hundred & eighty six & paise twenty eight only)			
Total					Rs.:	3,86,280.00	

B.F. from previous page

Rs. 3,86,280.00 p.

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)

..... Rs.

(in words)

Total amount in words: Rupees

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

T.R. No. & Date:

Permanent Income Tax A/c. No. :

VAT Clearance Certificate No.:

Dated the day of

Signature of the tenderer:

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

FORM OF TENDER

CONTRACT NO.

To,

.....
.....

I/We

of.....

having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **12 (twelve) months** from the date of order 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 Specifications, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs.....

(Rupees in words)

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

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

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

Signature of Tenderer
(Seal of the Tenderer)

Witness:

Signature _____

Name _____

(In Block Letters)

Name of the

Tenderer: _____

Address: _____

Dated: _____

Address: _____

Occupation: _____

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

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

AFFIDAVIT

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

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

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

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

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

Deponent

Identified by

No.:

Dated:

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

Dear Sir,

Re: NIT No. _____ dated _____.

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

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

OR

An affidavit in original affirmed before a first class Magistrate indicating that ESI Act is not applicable on Non – Judicial Stamp paper worth Rs. 10/- as per your given proforma.

4. Copy of the VAT & EPF Registration Certificates.
5. Copy of IT PAN Card.
6. Copy of Labour Licence (if applicable).
7. Copy of Trade Licence (if applicable).

Encls: As above.

Yours faithfully,

Signature of the tenderer