



कोलकाता पत्तन न्यास

**KOLKATA PORT TRUST**

सिविल इंजीनियरिंग विभाग/Civil Engineering Department

अधीक्षण अभियंता पर्यावरण का कार्यालयOffice of the Superintending Engineer, Environment
Gate no. 3, K. P. Docks, P.O. Kidderpore, Kolkata - 700 023

दुरभाष/ Phone: 3726

सं.

No. CIV/Env-4/18/80

दिनांक:

dated 17.05.2018

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **"Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order"** as per the details specified in the following tender document. Bid / Tender Document may be seen from MSTC website or Kolkata Port Trust website. Corrigenda or clarifications, notices if any, shall be hosted on the above mentioned websites only. **This being an e-tender, bidders / tenderers shall have to participate in bidding process through the website www.mstcecommerce.com only.**

SCHEDULE OF TENDER (SOT)

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| 1 | NOTICE INVITING TENDER No:- | CIV/Env-4/18/80 dated 17.05.2018 |
| 2 | MODE OF TENDER | Single stage e-procurement i.e. e-tender system only. (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. Against this NIT, no physical tender is acceptable by Kolkata Port Trust. |
| 3 | E-Tender No. | KoPT/Kolkata Dock System/CE/54/18-19/ET/106 |
| 4 | Date of NIT available to parties to download | From 26.05.2018 to 19.06.2018. |
| 5 | Pre-Bid Meeting starting date & Time | N.A |
| 6 | Pre -Bid Meeting closing date & Time | N.A |
| 7 | Estimated amount put to tender | ₹ 5,64,601.75 (Rupees five lakh sixty four thousand six hundred one & paise seventy five only). |
| 8 (i) | Earnest Money Deposit | ₹ 11,300.00 (Rupees eleven thousand three hundred only) in the form of Banker's Cheque / Pay Order / Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust", payable physically to the office of Superintending Engineer(Civil),Environment Division. ENLISTED CLASS A CONTRACTORS of Civil Engineering |

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| | | Department ARE EXEMPTED FROM SUBMISSION OF EMD and shall submit photocopy of Treasury Receipt(s) of permanent Security Deposit submitted by them. |
| (ii) | Tender Cost [Non-Refundable] | In the form of a Banker's Cheque / Pay Order/ Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of " Kolkata Port Trust " of ` 590(Rupees Five Hundred Ninety Only) incl. GST presently @18% as the cost towards purchase of tender document (applicable for downloaded NIT only) or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be. |
| (iii) | Transaction Fee [Non-Refundable] | ` 335/- (Including GST @18% on Service Charge @ 0.05% of Estimated cost) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -A) |
| 9 (i) | Last date of submission of EMD & Bid Document fee at KDS | 19.06.2018. |
| (ii) | Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata. | Bidders should attempt to deposit Transaction Fee 3 days prior to closing of bid to avoid rejection of bid on account of failure to confirm receipt by MSTC. Note:- Vendors are hereby requested to note that from 23.03.2017, transaction fee can be paid only through the link Transaction Fee Payment and the link Transaction Fee Entry is not available. |
| 10 (i) | Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocho me/kopt | 26.05.2018 (from 10:00 hours onwards). |
| (ii) | Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. | 19.06.2018 (upto 15:00 Hrs) |
| (iii) | Date & time of opening of Part-I (i.e. Techno-Commercial Bid) | 19.06.2018(shortly after 15:30 Hrs) |

Note:- Date of opening of Part II i.e. price bid shall be informed / intimated to the participating bidders in due course after evaluation of techno-commercial bids regarding eligibility / pre-qualification of bids / offers received.

List of Annexure to this SOT

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

Important instructions for E-procurement**(Annexure-A)**

Ref:- e-Tender for -“Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

[NleT No: - CIV/Env-4/18/80 Dated 17.05.2018]

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

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

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| 1. | Process of E-tender :- | | |
| (A) | <p><u>Registration:</u> The process involves bidder's / tenderer's (i.e vendor's) registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><u>SPECIAL NOTE:</u> THE TECHNO COMMERCIAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprochome/kopt.</p> | | |
| (i) | Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →PSU/Govt depts→Register as Vendor under KOPT- Filling up details and creating own user id and password→ Submit. | | |
| (ii) | <p>Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact Ko.P.T/MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact person (KoPT):</u></p> <table border="0"> <tr> <td>1. S.Chaudhuri Superintending Engineer (Env.)</td> <td>2. P.N.Ashtekar Executive Engineer (Env) Gr.III</td> </tr> </table> | 1. S.Chaudhuri Superintending Engineer (Env.) | 2. P.N.Ashtekar Executive Engineer (Env) Gr.III |
| 1. S.Chaudhuri Superintending Engineer (Env.) | 2. P.N.Ashtekar Executive Engineer (Env) Gr.III | | |

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| | <p><u>Contact person (MSTC Ltd):</u></p> <p>i) Shri S Mukherjee, DM(e-Commerce) e-mail :- smukherjee@mstcindia.co.in</p> <p>ii) Ms S Maity, AM(e-Commerce) e-mail :- smaity@mstcindia.co.in</p> |
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| (B) | <u>System Requirements:</u> |
| (i) | Windows 98 /XP-SP3 & above/Windows 7 Operating System |
| (ii) | IE-7 and above Internet browser. |
| (iii) | Signing type digital signature |
| (iv) | JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once) |

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| 2 | <p><u>OPENING OF TENDER :-</u></p> <p>Part I Techno-Commercial bid and Part II Price bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> |
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| 3 | All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. |
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| 4 | <p><u>Special Note towards Transaction fee:-</u></p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee. In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p> |
| 5 | All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by Ko.P.T Hence the bidders are required to ensure that their contact email I.D provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). |

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| 6(i) | Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. |
| (ii) | No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd. |
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| 7 | E-tender cannot be accessed after the due date and time mentioned in NIT. |
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| 8 | <u>Bidding in e-tender:</u> |
| (i) | Bidder(s) need to submit necessary EMD, Cost of Tender documents and Transaction fees to be eligible to bid online in the e-tender. Cost of Tender documents and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by Ko.P.T. |
| (ii) | The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. |
| (iii) | The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/ Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid. |
| (iv) | The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid. |
| (v) | After filling the Techno-Commercial Bid, bidder should click "save" for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder. |
| (vi) | In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid. |
| (vii) | During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. |
| (viii) | The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. |
| (ix) | All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter CONTRACTOR. |

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| (x) | It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. |
| (xi) | Ko.P.T reserves the right to cancel or reject or accept or withdraw or re-invite the tender in full or part as the case may be without assigning any reason thereof. |
| (xii) | No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. |
| (xiii) | Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document. |

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| 9 | Any order resulting from this open e-tender shall be governed by the commercial terms and conditions mentioned in this tender document. |
| 10 | No deviation to the technical and commercial terms & conditions are allowed. |
| 11 | After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature. |
| 12 | Kolkata Port Trust (Ko.P.T) has the right to cancel this e-tender without assigning any reason thereof. |
| 13 | The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprhome/mstc of MSTC Ltd. |
| 14 | The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. In case any document required as per NIT is not uploaded by any bidder, their tender is liable to be rejected. |
| 15 | The bid will be evaluated based on the filled-in technical & commercial formats. |
| 16 | The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false subsequently, EMD of such bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against such bidders. |

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| Commercial Terms & Conditions |
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Ref:- e-Tender for “Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

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

| SL. NO. | TERMS |
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| 13 | Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the <u>Superintending Engineer (Civil) ,Environment Division or his authorized representative at his office at Gate no.3 K.P.Docks, Kolkata 700023.</u> in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price. |
| 14 | VALIDITY: The tender shall remain open for acceptance for a period of 4 months from the date of opening of techno-commercial bid. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority. |
| 15 | <p>NON- RESPONSIVE BID :-</p> <p>The offer/tender shall be treated as non-responsive, if it :</p> <ul style="list-style-type: none"> (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) does not meet the Qualification Criteria as stipulated in the NIT. (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions. (vi) if the tender is conditional. (vii) if all the documents required as per NIT are not uploaded. <p>In addition to above, a bidder may be disqualified if –</p> <ul style="list-style-type: none"> 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. <p>The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.</p> |
| 16 | SECURITY DEPOSIT : As per tender Document |
| 17 | Performance Guarantee : Not Applicable |
| 18 | In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' 'apart from other actions. |

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

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| <u>TECHNO- COMMERCIAL BID</u> |
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Ref:- e-Tender for-“Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

[NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]

CONTENTS:-

- (i) Notice Inviting (e)-Tender
- (ii) Instructions To Bidders
- (iii) Special Conditions Of Contract
- (iv) Specifications for materials and workmanship.
- (v) General Conditions Of Contract

SHORT TENDER NOTICE

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

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| ➤ Name of work | : | “Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order” |
| E-Tender No | : | KoPT/Kolkata Dock System/CE/54/18-19/ET/106 |
| Estimated Cost | : | ₹ 5,64,601.75 (Rupees five lakh sixty four thousand six hundred one & paisa seventy five only). |
| Time of Completion/ Period of execution | : | 12(Twelve) months. |
| Earnest Money | : | ₹ 11,300.00 (Rupees eleven thousand three hundred only) |
| Period of Download of E-Tender(Both Days Inclusive) | : | 26-05-2018 to 19.06-2018 (UPTO 14:00 HRS.) (Bid document will be available on MSTC, Website). Bidders will have to participate in bidding process through website www.mstcecommerce.com only. |
| Date and Time for pre-bid meeting & site visit | : | No pre bid meeting |
| Last date of submission of e-tender and opening of Part - I of the tender | : | 19.06-2018 Submission Up to 15:00 hrs. Opening After 15:30 hrs. |
| Cost of Tender Document (Non-refundable) | : | ₹ 590/-(Rupees five hundred ninety only) |
| Contact Person | : | S. Chaudhuri, Superintending Engineer (Env.) P.N.Ashtekar Ex. Engineer (Env) |

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only. Interested bidders may contact at s.chaudhuri@kolkataporttrust.gov.in or pn.ashtekar@kolkataporttrust.gov.in.

NOTICE INVITING TENDER

WORK TITLE: - “Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

E -TENDER NO : KoPT/Kolkata Dock System/CE/54/18-19/ET/106

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

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. The intending bidder must have successfully completed any **CIVIL ENGINEERING WORK of Construction and / or repairing and / or renovation and / or maintenance (petty or thorough) of buildings, sheds, godown 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:-

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

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

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

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

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

TENDER AUTHORITY:-

The Superintending Engineer (Civil), Environment Section, Gate no.3,K.P.Docks, Kolkata 700 023.

| | | | | | | | |
|--|--|------|-----------------|---|-------------------|------|---------------------|
| Due Date of submission | 19.06-2018 | Time | UPTO 15:00 hrs. | Date of Opening of Part-I of the Tender | 19.06-2018 | Time | 15:30 hrs. Onwards. |
| Period of Download of E-Tender (Both Days Inclusive) | 26-05-2018 to 19-06-2018 (UPTO 14:00 HRS.) (Bid document will be available on MSTC Website). Bidders will have to participate in bidding process through website www.mstcecommerce.com only. | | | | | | |
| Date and Time for pre-bid meeting & site visit | No pre bid meeting | | | | | | |
| Cost of Tender document (Non-refundable) | ` 590/- (Rupees five hundred ninety only) | | | | | | |
| Earnest Money Deposit | ` 11,300.00 (Rupees eleven thousand three hundred only) | | | | | | |
| Time Of Completion / Period of execution | 12 (twelve) Months | | | | | | |
| Estimated Cost Of Work | ` 5,64,601.75 (Rupees five lakhs sixty four thousand six hundred one & paisa seventy five only). | | | | | | |

OTHER INSTRUCTIONS:-

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

Details of the Tender & Tender Documents are available in web site of MSTC and have to participate in bidding process through their website www.mstcecommerce.com only.

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

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

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

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

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

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

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

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

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

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

The tenderer shall include in their prices sums payable as Taxes Particularly, VAT, Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees' except Service Tax which will be paid extra.

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

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

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

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

S.Chaudhuri

अधीक्षण अभियंता(सिविल),

Superintending Engineer (Civil),Environment

सिविल इंजीनियरिंग बिभाग /

Civil Engineering Department

KOLKATA PORT TRUST

INSTRUCTION TO BIDDERS/ TENDERERS

E-Tender for “Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

[NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]

1. **GENERAL:-** The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer,(Civil) Environment** on any working day before quoting for the tender.
2. **Earnest Money and cost of tender paper are to be physically deposited** in the office of **Superintending Engineer (Civil),Environment, Gate no.3,K.P.Docks, Kolkata-700 023** by vendors/contractors through Banker's Cheque/Demand Draft/Pay Order etc.(original copies) in favour of Kolkata Port Trust, payable at Kolkata within 03(three) working days after the date of opening of the tender.
 - 2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
 - (a) Name of remitting vendor/contractor :
 - (b) Tender No. :
 - (c) Amount remitted :
 - (d) Date of remittance :
 - (e) Banker's Cheque/Demand Draft/Pay Order No. :
 - 2.2 Details of Earnest money remitted should be entered by the participating Vendor/contractor in the space provided in the e-tender as indicated hereunder:
 - a) Name of remitting vendor/contractor :
 - b) Tender No. :
 - c) Amount remitted :
 - d) Date of remittance :
 - e) Banker's Cheque/Demand Draft/Pay Order No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.
3. **MODE OF SUBMISSION OF BID :**
 - 3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.
 - 3.2 Techno commercial part i.e. Part-I shall contain the following which are to be uploaded **[Scanned copy of the following documents to be uploaded by the bidder.]**
 - 1) Self declaration of the bidder on company's letter head duly signed with office seal that:-
 - (a) The Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
 - (b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.

- (c) The bidder has fully read and understood the entire tender document, GCC, and Addenda / Corrigenda (if any) ,downloaded from under the instant e-tender and no other source , and will comply to the said document , GCC and Addenda / Corrigenda.
- 2) The un-priced “Last page of BOQ” & “Form of Tender” (without rate and price quoted) **signed and stamped by the Bidder and duly witnessed.**
 - 3) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates / credential certificate from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
 - 4) Last three years balance sheet and profit & loss account in support of Annual Financial turnover and the same should be audited as per relevant norms wherever required/ Turn-over certificate from competent authority.
 - 5) PAN Card.
 - 6) GST registration certificate.
 - 7) Valid Professional Tax Clearance Certificate / Up to date tax payment challans.
 - 8) Proof of possessing valid Employees’ Provident Fund (EPF) Account, PF Registration Certificate.
 - 9) Proof of being registered with Employees’ State Insurance Corporation (ESIC), ESI Registration Certificate.
 - 10) Draft/ Pay order etc. regarding EMD & Cost of Tender documents/NSIC Certificate/ Treasury receipt for Fixed Security Deposit.
 - 11) Details of the firm as per Schedule-A of the tender document duly filled up.
 - 12) Duly filled in Schedule-T.

{ Note :- Sl. No 3 to12 to be uploaded after self attestation }

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

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

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

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

4.0 SECURITY DEPOSIT:-

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

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

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

6.0 REFUND OF EARNEST MONEY:-

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

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

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

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

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

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

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

9.0 An amount of **Cess** calculated at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.

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

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

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

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

11.0 EVALUATION CRITERIA:-

During evaluation of part-II i.e. 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.

12.0 ACCEPTANCE OF TENDER:-

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

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

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

13.0 MISCELLANEOUS:

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

SPECIAL CONDITIONS OF CONTRACT

E-Tender for “Cleaning, desilting and disposal of silt, spoils etc. from drains outside of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

[NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]

1.0 GENERAL:

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

2.0 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

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

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

3.0 SCOPE OF WORK:

The work relates to cleaning, desilting and disposal of silt, spoils etc of various drains outside of docks under the jurisdiction of Environment and as set forth in the B.O.Q

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, scaffolding, shoring, strutting, form work, reinforcements, vibrators, 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) Prepare and submit for review and assessment to the Engineer working drawings showing how the work is actually going to be done including storage of materials, fencing etc., as well as sequence of construction and all other details as may be required by him.
- (c) To exercise rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.

- (d) The contractor shall at all time carry out work in a manner creating least interference to the Traffic operation while consistent with the satisfactory execution of the same. For all works , the Contractor shall, in accordance with the direction of the Engineer-In-Charge provide and maintain during the execution of the work, a passage for traffic operation along a part of the existing carriage way under improvement in addition to putting cautionary notice as may be required/directed by the Engineer for safety of workers and the users.
- (e) The Contractor shall provide and maintain barricades, signs, lights, and flagman, as necessary, at either end of the Bye-passes, relocation and at such intermediate points as directed by the Engineer-In-Charge for the proper notification of the construction area. No extra payment shall be made for such work.
- (f) The contractor shall carry out the work in phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

4.0 LOCATION: Residential Colonies / Various office buildings of Kolkata Port Trust under the jurisdiction of Environment Division.

5.0 ACCESS TO THE SITE:

- (a) By Road: - As stated above
- (b) By Circular Rail: As stated above

6.0 Work Site: Residential Colonies / Various office buildings of Kolkata Port Trust under the jurisdiction of Environment Division. 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 (Civil) , Environment, Gate no.3, K.P.Docks, Kolkata 700023** to make the site inspection along with his representative.

7.0 INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer (Civil) , Environment, Gate no.3, K.P.Docks, Kolkata 700023** for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

8.0 SITE CONDITIONS & METHOD OF WORK:

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

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

9.0 TIME OF COMPLETION/ PERIOD OF EXECUTION:-

The work is of periodical / intermittent maintenance in nature and must be commenced immediately on receipt of the work order and to be continued / executed for 12(twelve) months from the date of placement of work order.

10.0 Sufficiency of Tender:

(i) The tender drawings and all data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and Ko.P.T does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.

(ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

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

11.0 Accessibility for Checking and Supervision.

The engaged Contractor is to provide necessary arrangement for free access to the Ko.P.T officer's and personnel for supervision and checking of the subject work at his own cost.

12.0 Responsibility of the Contractor for methodology of works:

- (i) 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.
- (ii) The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.

13.0 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. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

14.0 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.

15.0 Measures against pollution:

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

16.0 Contract Price:

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

17.0 Setting out of work and initial measurements:

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

18.0 PARTICULARS OF EXISTING WORKS:

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

19.0 DEWATERING:-

If water is met due to seepage, subsoil water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, pumping 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.

20.0 SAFETY MEASURES:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide P.P.E.'s (Personal Protective Equipments) such as, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc, as directed by the Engineer.

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

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

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

The successful bidder shall also ensure that –

- A. No damage is caused to plants and vegetations unless the same is required for execution of the project proper.
- B. The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- C. His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

21.0 HOLIDAY OR SUNDAY WORK:

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

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

22.0 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' Engineer or his representative.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of Ko.P.T as prevalent amended from time to time 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.

23.0 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 purposes may be made available free of cost from the existing 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. The contractor shall not use such drinking water for constructional works.

24.0 KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative. As the works will be carried out mainly inside of operational buildings of Ko.P.T 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. .

Failing to do the above work, suitable deduction will be made from the final bill as per discretion of the Engineer/Engineer's representative

25.0 Protection of existing services:

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

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

26.0 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 Ko.P.T 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. Failing to do the above work, suitable deduction will be made from the final bill as per discretion of the Engineer/Engineer's representative

27.0 Discrepancies in contract documents

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

28.0 METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (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.

29.0 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 (Civil)**, Environment with necessary documents in original.

Subject to the availability and feasibility of system, Ko.P.T 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 Ko.P.T.

30.0 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 shall procure cement, reinforcement steel and other materials from manufacturers approved by 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.

31.0 TESTING OF MATERIALS:

The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost.

The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

32.0 LABOUR, TOOLS & PLANTS:

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

33.0 ESCALATION / VARIATION ON PRICES:

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

34.0 CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. Payment to the labourers to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) and as per M.W.A Govt. of W.B whichever is higher and revision from time to time.

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

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

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract.

It will be obligatory on the part of Contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

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

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

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

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

35.0 COMPLIANCE WITH E.P.F & M. P. ACT:

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

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

36.0 INDEMNIFICATION:

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

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

37.0 TAXES & DUTIES: -

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

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

The Supplier / Service Provider must agree to comply with all applicable GST laws including GST Acts, Rules, Regulations, procedures, circulars & instructions there under applicable in

India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are uploaded timely in the GSTN. In case there is any mismatch between the details so uploaded in the GSTN by the Supplier / Service Provider and the details available with Kolkata Port Trust, then payments to the Supplier / Service Provider to the extent of GST relating to the invoice(s) under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

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

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

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

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

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

38.0 SETTLEMENT OF DISPUTES:

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

39.0 Contractor to execute Contract Agreement:

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Traffic Manager's Department and the Chief Mechanical Engineer's Department while executing the works. The Superintending Engineer in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned Superintending Engineer of the Civil Engineering Department informed and/or posted with

the programme contemplated with other departments. The Superintending Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Superintending Engineer should be informed promptly.

40.0 Employment of Local Resources:

The successful tenderer shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers; labourers (skilled, semiskilled, and 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.

41.0 Calcutta Port Trust:

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

42.0 Clarification of Bids:-

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including **breakup/analysis** of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to conform 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

43.0 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.

44.0 Rate for payment against extra Items:

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

- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.
 - a) Cost of materials consumed including transport and wastage, plus
 - b) Cost of labour actually engaged in the works, plus
 - c) Taxes and Duties as applicable, plus
 - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

45.0 Materials and Testing:

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. Materials thus supplied shall be subject to testing by the Engineer at his discretion. Contractor shall make all arrangement for collection of samples, transportation of such samples and depositing them with the test laboratory as directed by the Engineer and also to deposit with the necessary laboratory charges for testing. Cost of such testing will be entirely borne by the contractor unless otherwise stated in the B.O.Q. In the event of material being found substandard, the contractor shall arrange for immediate removal of such materials from the work site at his cost.

46.0 Security Restrictions :-

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

47.0 The work has to be carried out in a fully residential /operational area zone. The tenderer should keep in mind that the work is to be executed causing least disturbance / interference.

48.0 Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the departmental store /sales yard/other sites by the successful tenderer at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions /directions of Engineer-in-Charge and no extra cost will be entertained for this.

49.0 Working Period:

Normally the work will be carried out between **8:00 A.M. to 5:00 P.M.** on the Trustees' working days only including 1(one) hour of recess. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by **Competent Authority**. The tenderer should include in his rates the cost, if any, involved on those accounts.

50.0 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.

.....

DOCUMENTS TO BE UPLOADED DURING E-TENDERING PROCESS.**[Scanned copy of the following documents to be uploaded by the bidder.]**

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

{Note :- Sl. No 3 to 12 to be uploaded after self attestation}

SCHEDULE -T**KOLKATA PORT TRUST****CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of Tender Offer)****(To be submitted with Part-I of Offer)****Bidders must fill in the under noted columns.**

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

Dated, the2018.

(Full Signature of the Tenderer)

SCHEDULE – "A" Sheet 1

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

(A) In case of a Limited Company

| | |
|---|--|
| 1. Name of the 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 desired to be stated | |
| 5. Name, address and other necessary particulars as to 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 three years | |

(B) In case of a Firm

| | |
|--|--|
| 1. Name & Address of the firm Name & Address Of Firm | |
| 2. When business started | |
| 3. If registered, a certified copy of the certificate of Registration | |
| 4. certified copy of the Deed of Partnership | |
| 5. Full Name & Address of each of the partners and the interest of each partners in the partnership, any special particulars as to partners if desires to be stated. | |
| 6. Whether the firm pays income tax over ` 10, 000/- per year. | |
| 7. Copies of audited Balance sheets of the Company for the last three years | |

SCHEDULE – “A” Sheet 2**(C) In case of an Individual**

| | |
|---|--|
| 1. Full name & address of the tenderer, any special particulars of the tenderer if desired to be stated. | |
| 2. Name of father of the tenderer | |
| 3. Whether the tenderer 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, address etc. of such persons and the nature of such persons and the nature of such interest. | |
| 6. Whether the firm pays income tax over ` 10, 000/= per year. | |
| 7. Copies of audited Balance sheets of the Company for the last three years. | |

Dated, the2018.

(Full Signature of the Tenderer)

PRICE BID

E-TENDER FOR -“Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order”

[NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]

E- tender No :- KoPT/Kolkata Dock System/CE/54/18-19/ET/106

CONTENTS:-

- 1.Preamble to Bill Of Quantities
- 2.Bill Of Quantities
3. Form Of Tender.

PREAMBLE TO THE BILL OF QUANTITIES

[NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]

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

BILL OF QUANTITIES**[NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]**

E-Tender For ““Cleaning, desilting and disposal of silt, spoils etc. from drains outsides of docks under the jurisdiction of Environment Division as per requirement for a period of one year from the date of placement of work order””

| Sl. No. | Description of Items | Quantity | Rate | Unit | Amount |
|----------------|--|-----------------|-------------|-------------|---------------|
| 1. | Cleaning rubbish, sludge, weeds, scum, liquid earth, mud etc. from road side masonry drains / Hume pipe drains / culverts etc. by mathor labour after removing concrete slab/ manhole covers etc. without damaging the same and refixing the same properly after cleaning as necessary and removing the sludge etc. by using iron pans buckets including all labours, tools and plants including removing the spoils in dry condition and disposing the same by truck beyond the road side in conformity with municipal/ corporation rules for such disposal including loading into trucks and cleaning the road side in all respects as per direction of the Engineer-in-Charge. Payment will be made on the basis of actual stack measurement of spoils in dry condition at roadside, | 200 cum | 289.00 | cum | 57,800.00 |
| 2. | Cleaning rubbish, sludge, liquid earth, mud, etc. from kutcha Pucca surface drain up to 1.8 m deep including staking the spoils within a lead of 75.00 m (Payment will be made on the basis of actual measurements of spoil in dry Condition.) | 1575 cum | 304.42 | cum | 4,79,461.50 |

| | | | | | |
|----|---|---------|-------|------|-----------|
| 3. | Taking out heavy concrete cover slab from drain, culvert etc. and refixing the same to original position using Crow-bars, ropes, rods, etc. for facilitating necessary cleaning work by separate workers. | 55 Mtr. | 81.55 | Mtr. | 4,485.25 |
| 4. | Making Kutcha drains upto 450 mm deep and upto 750 mm width to grade including trimming sides and beds, removing spoils to any distance and spreading. | 310 Mtr | 33.00 | Mtr | 10,230.00 |
| 5. | Re sectioning kutcha drain by mathor labour after removing sludge, filth, night soil etc. and bailing out water from source, making earthen bundh where necessary and removing afterwards, trimming the sides and regarding bottom including necessary chiseling involving earth work upto 150 mm average thickness and disposal of spoils as directed and fine dressing. (Payment to be made on area trimmed and dressed i.e. the length measured along the profile length). | 505 Sqm | 25.00 | Sqm | 12,625.00 |

Rs. 5,64,601.75

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

(a).....%
(in figures) Below par (-) Rs.
.....Percent
(in words)
(b)..... At par NIL
(c).....%
(in figures) Above par (+) Rs.
..... Percent
(in words)
Total Tendered Amount = Rs.

Total tendered amount (in words).....
.....

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

Maximum number of workmen likely to be engaged in a day's work..... Numbers
Permanent Income Tax A/C. No... ..

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]

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

[Contract vide NleT No:- CIV/Env-4/18/80 Dated 17.05.2018]

**The Superintending Engineer (Env),
Kolkata Port Trust,
Gate no.3 K.P.Docks
Kolkata- 700023.**

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** including preliminary time) from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

THE TOTAL AMOUNT OF TENDER Rs.

(Rupees in words).....

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

I/We have deposited with KOLKATA PORT TRUST, a sum ofvide Pay Order/Demand Draft No.....dt.....of.....(name of Bank) as Earnest Money.

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

Signature of Tenderer

(Seal of the Tenderer)

Witness :

Signature _____
Name _____
(In Block Letters)

Name of the
Tenderer : _____

Address: _____

Dated: _____

Occupation:

Address:
