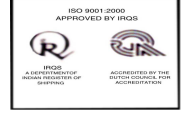




कोलकाता पत्तन न्यास KOLKATA PORT TRUST



सिविल इंजीनियरिंग बिभाग / Civil Engineering Department

अधीक्षण अभियंता (सिविल), साऊथ का कार्यालय

Office of the Superintending Engineer (Civil), South

51, सि. जि. आर. रोड, कोलकाता – 700 043

Website- www.kolkataporttrust.gov.in

Phone No: 33-7100-3352

No. CE/South/287/18-19/NIT/01/253

Dated: 13-09-18

NOTICE INVITING TENDER

Single stage two part Tenders (**Part A:** Techno-Commercial Bid and **Part B:** Price Bid) are invited from bonafide, resourceful and experienced registered contractors of KoPT as well as reputed outside agencies for the work **“Safe demolition of one 20-25 metre high (approx.) 50,000 Gallon (approx) capacity dilapidated overhead RCC Water Tank at Old CDLB Qtrs. Complex at Brooklyn”** as per following Prequalification Criteria at **Percentage Above par / At par/Below par** of the estimated cost put to tender as shown in the Bill of Quantities in accordance with this Notice Inviting Tender, Instructions to the Tenderers, General Conditions of Contract, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for this particular contract.

Essential Pre-qualification Criteria:

- A)** Tenderer should have experience in **Civil Engineering Construction / Maintenance works** and have successfully completed similar works during last **7 (seven) years** ending last day of month, previous to the one in which applications are invited, in the following way:
- Three similar completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
 - Two similar completed works costing not less than the amount equal to 50% of the estimated cost put to tender.
 - One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.
- B)** The average Annual Financial turnover of the intending tenderer during the last **3 years** ending **31st March** of the previous financial year should be at least **30%** of the estimated amount put to tender.

Similar works means Civil Engineering Construction / Maintenance works.

- Work experience as a sub contractor **shall not be considered** as the requisite qualification.
- The intending tenderer should have valid registration for ESI & EPF from the competent authority, failing which their offer will be considered as non-responsive.

IMPORTANT INFORMATION IN CONNECTION WITH THE TENDER

Last Date of submission	27-09-18	Time	Up to 15:00 hrs.	Date of Opening of the Tender	27-09-18	Time	15:30 hrs. Onwards.
Period of Download of Tender	17-09-18 (from 12:00 Hrs.) to 27-09-18 (up to 15:00 hrs.). (Bid document will be available on KoPT website www.kolkataporttrust.gov.in) only.						
Date and Time for pre-bid meeting & site visit	No pre - bid meeting.						
Cost of Tender document (Non-refundable)	Rs. 590.00 p. [Rupees five hundred ninety] only including applicable GST.						
Earnest Money Deposit	Rs. 18,300.00 (Rupees eighteen thousand three hundred) only.						
Time of Completion	1.5 (one and half) months.						
Estimated Cost Of Work	Rs. 9,15,000.00 (Rupees nine lakh fifteen thousand) only.						

Tender documents shall be available for downloading from the KoPT website www.kolkataporttrust.gov.in during the prescribed date and time as mentioned above.

The tenders must be submitted in the **Tender Box** provided at the office of the Superintending Engineer, South at 51, C.G.R. Road, Kolkata - 700 043 along with copies of documents as mentioned at Clause no. 11 of the "**INSTRUCTIONS TO TENDERER**" by the prescribed time and date fulfilling other conditions of the Tender. Tenders will be opened after the prescribed time and date in presence of tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes, etc., on that day, the tenders may be submitted by 3:00 P.M. on the next working day, and will be opened shortly after 3:30 P.M. on the same day. All other conditions shall remain the same.

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

अधीक्षण अभियंता (साऊथ)

Superintending Engineer, South.

Copy to: Notice Board for display.

Copy to: The Chief Engineer through Dy. C.E-I for information please.

Copy to: The F.A. & C.A.O. for kind information please.

Copy to: The Joint Director, P&R. The soft copy of the tender documents are being sent to you through intra mail of hocc@kolkataporttrust.gov.in for insertion in the Kolkata Port Trust website, www.kolkataporttrust.gov.in w.e.f. **17-09-18 (12:00 Hrs)**. Downloading of tender documents **should be blocked at 15:00 hours on 27-09-18.**

Copy to: The Superintending Engineer, Kolkata/N S D / KPD / Railways / RS / Dev. / RT / Contract / Environment for circulation please.

INSTRUCTIONS TO TENDERER

1.0 GENERAL

The work as described in the tender shall be executed in the Brooklyn Area of Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Drawings (if any) & detailed Bill of Quantities. Location of the work should be inspected at the office of the **Superintending Engineer (South)** on any working day before quoting for the tender with prior appointment.

2.0 MODE OF SUBMISSION OF BID :

The tender shall be in two parts viz. Techno-commercial bid (**Mark – A**) and Price Bid (**Mark – B**). These parts in two separate sealed envelopes superscribing the name of work and Mark – A / Mark – B, as applicable and as per details mentioned below, should be put in a third envelope duly sealed and after superscribing the name of work to be submitted **under cover the CHECK LIST as per Format given at Annex-A** in the **Tender Box** provided at the office of the Superintending Engineer, South at 51, C.G.R. Road, Kolkata - 700 043 within the prescribed date & time mentioned in the NIT.

Details of **Techno – commercial Bid & Price Bid**

- I) The sealed envelope Marked – **A** containing the Techno – Commercial bid should include
 - a) Techno commercial bid duly signed and stamped at every page and **Bankers' cheque / Demand Draft / Pay order** against Earnest Money (if applicable) and against cost of Tender documents, both in original.
 - b) Certified copies of all papers as mentioned at Clause no. 11 of the "**INSTRUCTIONS TO TENDERER**".
- II) The sealed envelope **Marked – B** containing the Price bid should include
 - i) Preamble to Bill of Quantities, if any, duly signed & stamped at every page.
 - ii) Bill of quantities duly filled in and signed & stamped at every page.
 - iii) Form of Tender duly filled in (provided with the tender document) and signed & stamped.

During the opening of the tender, at first it would be seen that the Tenderer has submitted all documents as per the check list. If it is satisfactory, envelopes Marked – A containing the Techno – Commercial bids of the Tenderers shall be opened first. Price bids of only those Tenderers who are Techno – Commercially qualified as per the requirements of the tender will then be opened on the same day or on a different date, which may be notified later. Price bids of the Tenderers, who have not been qualified, will be returned to the respective tenderers in sealed condition.

The undersigned reserves the right to accept or reject the lowest or any tender, in part or whole without showing any reason.

3.0 EVALUATION CRITERIA:

The overall lowest offer received shall generally be considered for acceptance by the Trustees. However, 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**.

4.0 ACCEPTANCE OF TENDER:-

- 4.1 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.
- 4.2 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.

5.0 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 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 as prescribed in the relevant clauses of the Tender shall be required to be complete, duly filled in, signed, stamped and submitted.
 - (vi) Enlisted/registered contractor of KoPT will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They have to submit the self attested photocopy of the original T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**.
6. The Trustees' General Conditions of contract may be inspected at this office during office hour. Rest of the Tender documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.
 7. In case, the tenderer is a registered contractor of KoPT, who has already deposited a Permanent Security with the KoPT under the new rules, he shall be bound by the Clauses of the General Conditions of the Contract pertaining to Earnest Money and Security Deposits for Registered Contractors.
 8. The registered contractors of KoPT, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, or outside agencies who participate in the tendering, are required to deposit the Earnest Money in from of **Bankers' cheque / Demand Draft / Pay order** in favour of "**KOLKATA PORT TRUST**" on any **Schedule Bank** payable at **Kolkata** while submitting the tender (the instrument should not be dated earlier than the date of the NIT). The original Bankers' cheque / Demand Draft / Pay order must be attached with the tender. This amount shall be refunded to the unsuccessful tenderers without any interest after the tendering process is completed. However, the same shall be converted into Security Deposit and shall be refunded to the Successful Tenderer, without any interest, after completion of the work up to the satisfaction of the Trustees', else that may be forfeited.
 9. All the tenderers shall have to pay an amount of **Rs. 590.00 (non-refundable)** towards the cost of bid document by **Bankers' cheque / Demand Draft / Pay order** drawn in favour of '**Kolkata**

Port Trust' on any **Schedule Bank** payable at **Kolkata** at the time of submission of tender documents (the instrument should not be dated earlier than the date of the NIT).

10. The rates quoted by the Contractor must be valid up to **4 (four)** months after opening.
11. The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc. **(excluding GST)** and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.
12. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any correction necessary, should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be liable to be rejected.
13. If there is any disparity between the quoted rate in percentage and the Tendered Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tendered Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.
14. The tenderer shall have to submit self attested photocopies of the following documents with the Tender:
 - a. Copy of the documents in support of Essential Prequalification Criteria as mentioned in Clause – A of the NIT. Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners should be submitted to justify that the intending bidder satisfies the pre-qualification criteria.
 - b. Copy of GST Registration Certificate.
 - c. Copy of valid ESI & EPF Registration.
 - d. Copy of valid PAN Card.
 - e. Valid Trade License.
 - f. Annual Financial Turnover as mentioned in **Clause-B** of the NIT. Last three years balance sheet and profit & loss account in support of Annual Financial Turnover (i.e. 2015-2016, 2016 – 2017 & 2017-18) and the same should be audited, as per relevant norms, wherever required.
 - g. In case of Enlisted Contractor of KoPT, proof thereof as mentioned at Clause no. 5 (vi) above.
 - h. Self declaration of the bidder that the Bidding Firm is presently not debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
 - i. Self declaration about the proprietor/partner(s)/authorized signatory of the bidding firm in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
 - j. 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 KoPT, but such a declaration is necessary in the interest of Trustees against any possible lapses.

- 15. The intending tenderer shall intimate their EPF & ESI Registration No. failing which their tender would be liable to be cancelled.**

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

Enclose: All papers as stated above.

Yours faithfully,
Sd/-
Superintending Engineer, South

SPECIAL CONDITIONS OF CONTRACT

Name of the Work: Tender for Safe demolition of one 20-25 metre high (approx.) 50,000 Gallon (approx) capacity dilapidated overhead RCC Water Tank at Old CDLB Qtrs. Complex at Brooklyn.

1. 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, Special Conditions of the Contract, Notice Inviting E-Tender, Instructions to Bidders, Specifications for Materials and Workmanship, 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. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

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

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

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

3. Scope of the Work :

Safe demolition of the 20-25 metre high (approx.), 50000 Gallons (approx) dilapidated overhead RCC Water Tank at Old CDLB Qtrs. Complex at Brooklyn and removal of the resulting rubbishes beyond the Trustees' jurisdiction. It may please be noted that the structure appears to be in very dilapidated and unsafe condition and all safety precautions including providing and erecting some secondary supporting structures, if felt necessary, shall have to be taken including barricading and vacating the area around the structure during the demolition work, up to the satisfaction of the Trustees' Engineers and the Police, whose noc/permission may have to be taken before the subject demolition work. The Contractor entrusted with the subject work may also have to take necessary statutory clearances from the concerned authorities and insurances, if felt necessary. The quoted rate must cover all these costs including ESI & EPF Components on the part of the employer. However the GST should not be inclusive in the rate and shall be paid to the Contractor as extra on actual basis.

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

- a) Provide all materials, supervision, testing, services, scaffolding, formwork, reinforcements, temporary drainage, temporary fencing and temporary lighting as required for safety and work purposes etc, for the execution of the work.
- b) To take all the safety measures like using safety belt, helmet etc. required for such type of work and if required, insures the labourers against any accident, which may occur in the course of execution of the job.

4. Work Site:

The Work site is located at **Old CDLB Qtrs. Complex at Brooklyn** and as described in the name of the work. The tenderer shall visit the site of work and acquaint himself with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience are to be created for users of essential facilities located within or in the vicinity of the works site during the tenure of his work. Shifting of office furniture is to be done as per requirement without any extra cost.

5. Working Period:

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

6. Time of Completion:

The work is in nature and will be completed within **1.5 (one and half) months** from the date of placement of order.

7. Site Godown and Watching:

The contractor shall have to make his own arrangements for construction of site godown (if any) for storage of materials and security thereof during day and night at his own cost. The godown and other temporary structures, if erected, are to be dismantled by the contractor before leaving the site after completion of the work at his own cost. The Trustees' will, however, allow the construction of godown on the Trustees' land free of rent during execution of the work.

8. Disposal of Materials:

The contractor shall have to dispose all resulting rubbishes and debris irrespective of whether usable or not (only the materials generated from demolition of the subject o. h. water tank) beyond the Trustees' jurisdiction at his own cost within the scheduled completion time.

9. Supervision:

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

10. Escalation/ variation in Prices:

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

11. Discrepancies in the contract documents:

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

12. Specifications/ Codes and Standards:

All works under this Contract will be executed according to the spirit of the Trustees' Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the Indian Standard Specifications (IS) or any other Inter-national Code of Practice/ CPWD specifications will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

13. Plants and Equipments:

All plants and equipments required for the job shall have to be supplied by the successful tenderer for completion of the job at his own cost. Intending tenderers should note that the resulting delay due to late deployment (if any) as well as deployment of improper and/ or inadequate plant(s) and equipment(s) in the work will not be considered while considering the extension of time of the contractor.

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

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

15. Safety:

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

16. 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.

17. 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 clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

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

The contractor shall be required to comply with the Minimum wages Acts 1948 section – 2(b) (i), Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 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.

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

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

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

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

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

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

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

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

21. 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 and contractual percentage of the tender, otherwise,

- (i) The rate of payment of work involving labour & material shall be fixed on the following basis.

- a) Cost of materials consumed including transport and wastage, plus
 - b) Cost of labour actually engaged in the works, plus.
 - c) Taxes and Duties as applicable, plus.
 - d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.
- (ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.
- (iii) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.
- 22.** Tenderers attention is drawn to clause 3.4, 3.5 and 3.6 of the general condition of contract regarding Earnest Money and Security Deposit prescribed in the tender and clause 8.0 regarding Delay / Extension of time / Liquidated Damage / Termination of Contract.
- 23.** The prices quoted shall be exclusive of any statutory levies and/or other charges levied by any Central/State/local authorities which but excluding GST. GST, as may be admissible, will be paid by Kolkata Port Trust as extra on submission documents by the party.
- 24.** Supplier/service provider must confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- 25.** The Supplier/ Service Provider shall have to 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 timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Kolkata Port Trust, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

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

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

The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

26. Terms of payment will be guided by G.C.C. **Clause No. 6.**

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

28. INDEMNIFICATION:

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

29. CONTRACTOR TO EXECUTE CONTRACT AGREEMENT (applicable for non-registered contractors only):

The contractor, if not already registered with KoPT (enlisted contractors), 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 firm, they will have to get the 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 fulfilment 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 carry 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.



KOLKATA PORT TRUST
सिविल इंजीनियरिंग विभाग
Civil Engineering Department
अधीक्षण अभियंता (सिविल), साऊथ का कार्यालय
Office of the Superintending Engineer, South



Tender for Safe demolition of one 20-25 metre high (approx.) 50,000 Gallon (approx) capacity dilapidated overhead RCC Water Tank at Old CDLB Qtrs. Complex at Brooklyn.

BILL OF QUANTITIE

Item No.	Description Of Item	Quantity	Rate Rs. P.	Unit	Amount Rs. P.
1.	Safe demolition of 20-25 Mtr. (approx) high, 50,000 Gallon (approx) capacity dilapidated overhead RCC Water Tank on 'as is where is basis' including providing and erecting necessary supporting structures/scaffolding, (as may be necessary for the work), proper barricading of the surrounding area during the execution of the work, taking necessary insurance coverage for the workers, including all tools and plants, proper safety gears which should be provided to the workers, all labourers, removal of all rubbish debris and any other materials resulting from dismantling of the work beyond the Trustees' areas up to the existing ground level all complete as per direction and satisfaction of the Trustees Engineer.	1 No.	9,15,000.00 [Rupees Nine lakh fifteen thousand only]	Each	9,15,000.00

Total Rs. 9,15,000.00

B.F Rs.: 9,15,000.00

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

1)% above par (in figures) (+) Rs.

.....
(in words)

2) At par

3)% below par (in figures)

..... (-) Rs.
(in words)_____
Rs.

Total amount in words : Rupees

(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 as per rule)

Maximum number of workmen likely to be engaged in a days.....number.

Permanent Income Tax A/C.No. :

Date, the day of

Signature of the Tenderer:

Name and address of the Tender(s) :

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

CONTRACT NO.

To

.....

.....

I/We
of

having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **1.5 (one and half) months** from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions 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/months preliminary time to arrange and procure the materials required by the work from date of acceptance of tender before I/We could commence the work.

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

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

Signature of Tenderer
(Seal of the Tenderer)

Witness:

Signature

Name
(In Block Letters)

Name of the
Tenderer:

Address:

Dated:

Occupation:

Address:

ANNEXURE – A

The Superintending Engineer (South)
51, CGR Road
Kolkata – 700 043

Dear Sir,

The following documents Clause no. 11 of the "Instructions to Tenderer" and Bankers' cheque / Demand Draft / Pay order against Earnest Money (if applicable) and cost of Tender documents, both in original, as per Clause on 2 (I) (a) of the "Instructions to Tenderer" are enclosed in the sealed envelope containing Techno-commercial bid (**Mark – A**) of our tender in connection with the above NIT. The original of the documents would be shown for verification as and when requested.

- a. Copy of the documents in support of Essential Prequalification Criteria as mentioned in Clause – A of the NIT.
- b. Copy of GST Registration Certificate.
- c. Copy of valid ESI & EPF Registration.
- d. Copy of valid PAN Card.
- e. Valid Trade License.
- f. Annual Financial Turnover as mentioned in **Clause-B** of the NIT.
- g. In case of Enlisted Contractor of KoPT, proof thereof as mentioned at Clause no. 5 (vi) of the "Instructions to Tenderer".
- h. Self declaration of the bidder that the Bidding Firm is presently not debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
- i. Self declaration about the proprietor/partner(s)/authorized signatory of the bidding firm in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- j. Self declaration about the names of their relations employed in Kolkata Port Trust. , if applicable.

Enclo: As above

Yours faithfully,

Signature of the Tenderer