



KOLKATA PORT TRUST
Office of the Chief Hydraulic Engineer
Hydraulic Study Department
20, Garden Reach Road
Calcutta – 700 043

Email: che@kopt.in Website: www.kolkataporttrust.gov.in Tel: 2409-3031, 29 Fax: 2409-3036

TENDER DOCUMENT

FOR

HIRING OF SERVICES ON 'PER-OPERATION BASIS' FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST

No. Hyd/12004.IV/892

Date :02.07.2015

INDEX

1.0. Notice Inviting Tender.....	Page 2
2.0. Instruction to Tenderers.....	Page 3
3.0. Special Conditions of Contract.....	Page 4-8
4.0. Bill of Quantities.....	Page 9
Annexure-I.....	Page 10 - 11
Annexure-II.....	Page 12 - 13

1.0 Notice Inviting Tender

Sub: HIRING OF SERVICES ON 'PER-OPERATION BASIS' FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER OFFICES OF HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST

Sealed two-part tenders are invited from bonfide, resourceful, eligible and reputed companies having all requisite credential and registered office in West Bengal, for supplying the services of four(4) operations per day, at Hydraulic Model Centre at Kolkata on 'per-operation' basis for HIRING OF SERVICES FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER OFFICES OF HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST as detailed in the description of item of work in the 'Bill of Quantity' section of the tender document.

The tender documents are available in the Kolkata Port Trust official website www.kolkataporttrust.gov.in as free downloads. Tenderers are requested to download the tender documents and go through those, for detailed terms and conditions of the tender and the work..

The time of completion of the work is one year from the date of placement of Work Order or 1056 (one thousand fifty six) operations, whichever achieved earlier,. The bids are to be submitted in Two-Bid system i.e. 'Techno-Commercial Bid' and 'Price Bid' in two separate sealed covers super-scribing the "Techno Commercial Bid" (containing filled up with all annexed forms with certified copies of supporting documents) and "Price Bid" (containing filled up Bill of Quantities), further sealed inside a big envelope, which should be duly super-scribed with the subject job name, NIT number and date. The last time & date of submission of the tender, duly filled in with prescribed documents and certificates etc. is 14-00 hrs of 27/07/2015. Tenders are to be submitted in the tender box kept in the Office of the Chief Hydraulic Engineer, Hydraulic Study Department at 20, Garden Reach Road, Calcutta – 700 043. Tender will be opened at 14-30 hrs on 27/07/2015 in presence of the bidders who may like to be present. For any clarification regarding the tender, Sr. Scientific Officer (Model) (033-2439-6880) may be contacted during 09.30AM to 05.30PM on any working day of KoPT.

The Chief Hydraulic Engineer shall have no responsibility for delay or non-receipt of tender documents sent by post. Offers received late, conditional offers and incomplete offers will be summarily rejected. The Chief Hydraulic Engineer reserves the right to accept wholly or partly any tender or reject any or all of them without assigning any reason whatsoever to the tenderers thereof.

(T. Mondal)
Sr. Scientific Officer
for Chief Hydraulic Engineer

2.0 INSTRUCTION TO THE TENDERERS

(Please read carefully before filling in the tender forms)

2.1. Collection of Tender forms

For the purpose of the instant tender, tenderers are free to download the Tender Document booklet available in the Kolkata Port Trust official website at the link www.kolkataporttrust.gov.in free of charge. The intending tenderers who may submit tenders getting it downloaded from the above-referred website of Kolkata port Trust shall have to pay an amount of Rs.350/- (Rupees three hundred fifty only) [Non-refundable] towards the cost of tender document by way of submitting demand draft drawn in favour of "FA&CAO, Kolkata Port Trust" alongwith their techno-commercial offers and failure to comply such procedure, the price bids of the intending bidders will not be opened and the offer will be summarily rejected.

2.2. Submission of Tender Documents

The tenderers shall fill in the tender documents/forms, in a print copy of the free download of the tender form from the website, in an appropriate and legible manner with permanent ink and without over-writing as far as practicable. In case of over-writing, the tenderer shall put in initials against all such occurrences. All the pages of the tender document are to be signed either by the tenderer or his authorised representative. The tenderer shall also attach all necessary testimonials, certificates in photocopies duly sealed/stamped as "Certified True Copy". The tenders are to be submitted in sealed envelopes super-scribing the name and address of the registered office of the tenderers, the name of the work and addressed to the Chief Hydraulic Engineer, Hydraulic Study Department, Kolkata Port Trust at 20, Garden Reach Road, Calcutta – 700 043. The sealed tenders are to be dropped in the tender box kept in the Office of the Chief Hydraulic Engineer, Hydraulic Study Department on or before 14-00 hours on 27/07/2015. In case of General Strike / Bandh or unprecedented cease work, the time of submission of tender will automatically be extended to 14-00 hours of the next working day of KoPT. The tender will be opened on the same day at 14-30 hours in presence of the intending bidders at 20, Garden Reach Road, Kolkata- 700043 at the O/o the Chief Hydraulic Engineer.

2.3. Eligibility / Pre-qualification Criteria

For the purpose of the instant tender, the prequalification criteria will be as follows :

- a) Should have carried out supplying of skilled and unskilled labourers in Govt./Semi-Govt./PSUs/Autonomous bodies/ reputed private agencies etc.
- b) Annual average financial turnover during last three years, ending 31st March of 2013-14 should be at least Rs.1,47,111/-.
- c) Experience of having successfully completed similar nature of works as stated in para (a) above during last seven years ending March,2015 which should be either of the following:-
 - (i) Three similar completed works costing not less than Rs.1,96,148/-
 - (ii) Two similar completed works costing not less than Rs.2,45,186/-
 - (iii) One similar completed work costing not less than Rs.3,92,297/-
- d) Should have or would establish a liaison office with Phone and Fax facilities in Kolkata.
- e) Should have PAN Card and latest Income Tax return.

- f) Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work orders, performance certificates from Clients, Company’s Annual Reports, Audited Balance Sheets, Profit and Loss Account for last three financial years (2012-13, 2013-14 and 2014-15).
- g) The firm should have Service Tax registration.
- h) As Kolkata Port Trust (KoPT) is not a Registered Body Corporate, it is not liable to pay service tax under Reverse Charge Mechanism as per Service Tax Law. The service provider is liable to recover service tax as applicable. Reimbursement of service tax will be made to the contractor by KoPT on submission of actual payment of service tax at full rate for the work as per Finance Act, 1994.
- i) The Contractors shall furnish the details of Provident Fund Registration as well as ESI Registration failing which their offers would be liable to be cancelled.
- j) The contractors shall issue employment card to each workman within three days from commencement of the contract work, in case the Contract (R&A) Act / Rules are applicable to the contractor concerned.
- k) The contractors shall issue wage slip to each workman one day prior to the disbursement of wages. The wage period shall be monthly and the date of payment of wages to the concerned workmen employed by the contractor shall be latest by 7th of every month.
- l) The contractor shall issue identity cards to the contract labourers engaged by them.
- m) The contractor shall obtain, at his own cost and expenses, all required licences, as and when required under the existing statutes of Central Govt. that may be in vogue or may be enforced during the period of contract for performance of work under this contract. The contractor shall ensure that the licences and other statutory requirements for this purpose remain valid during the currency of the contract. The contractor shall accordingly collect Form-V in advance from the Principal Employer [Chief Hydraulic Engineer] before commencement of the contract work.

2.4. General Condition of Contract (GCC)

General Condition of Contract, which is also available in the website will be a vital part of the tender and the tender will be guided by the GCC which is available in KoPT's website.

3.0. SPECIAL CONDITIONS OF CONTRACT

3.1. Mode of Measurement of work

The following format of the Job Cards would be used for recording measurement of successful completion of each ‘operation’ on a daily basis by the respective supervising departmental officer.

MONTH & YEAR :
(Name of Vendor/Contractor)
Name of Job: HIRING OF SERVICES ON ‘PER-OPERATION BASIS’ FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER HYDRAULIC STUDY DEPARTMENT OF

KoPT						
Work Order No. & Date						
Operation Date	Day	Time		Signature of operator	Signature of Departmental Officer	Remarks, If any
		In	Out			

(28,29,30 or 31 rows like this)

The Job cards will be returned to the contractor after successful completion of each calendar month of measurements.

3.2. Mode of Billing and Payment

The contractor shall submit his Running Account bill, in triplicate, within first 5(five) working days of each month, attaching the copy of the Work Order, Original Job cards, as per instruction of the of the appropriate authority of the Govt. of India in vogue, Payment making statement by the contractor, Payment Receipts from the operators stating their receipt of payment as per minimum wages act and superscribing on the bill each time the following information in order to enable ECS-payment of bills. Request for no other form of payment will be entertained.

- I. PAN Card Number
- II. ECS Particulars
 - a) Name of Centre
 - b) Name of Bank with code
 - c) Name of Branch with code
 - d) Name of Contractor
 - e) Bank A/c No. of the contractor
 - f) Type of A/c (Savings/Current/Cash Credit)

3.3 Estimated cost

The estimated amount is Rs. 4,90,371/- (Rupees four lakhs ninety thousand three hundred seventy one only) plus Service Tax, Educational Cess etc. if applicable, as modified by Govt. of India from time to time which would be reimbursed by KoPT on production of valid documents. The estimated cost is based on prevailing Minimum Wages for Skilled & Unskilled labourers during the tenure of the contract as per order of the of the appropriate Authority of the Govt. of India with a provision of tentative escalation of 5% on the said wages considering that the subject work is for one year duration and wages are modified at every six month interval during a year. The estimated cost also includes employer's contribution towards EPF and ESI payable to one Skilled and three Unskilled Labourers under contract @13.61% & 4.75% of their basic pays respectively and contractor's statutory overhead profit etc. @ 11% on their minimum wages for engaging them on contractual basis as per statue of KoPT and Govt. of India.

3.4. Earnest Money Deposit

While submitting the tender the contractor shall submit a Banker's Cheque or Pay Order or Demand Draft amounting to Rs 9,808/- (Rupees nine thousand eight hundred eight only), in favour of "FA& CAO, Kolkata Port Trust", drawn on a Nationalized Bank of India and payable at Kolkata. Non-compliance of this stipulation shall render the tender offer informal and it will be rejected. The Earnest money of the successful bidder will be treated as security deposit and the same will be returned to the contractor after adjustment in the Final Bill. The Earnest Money Deposit of the unsuccessful tenderers will be returned, after issuance of Work Order to the successful contractor.

3.5. Scope of the work

The work shall comprise of supply of services of one 'Skilled Labourer' per day having thorough knowledge in computer operation on 'per operation' basis. The said skilled worker will be engaged in carrying out operation of costly state-of-the-art and highly sophisticated Automatic Tide Generating[ATG] System at Hydraulic Model Centre including its upgraded version. In addition to the above, the work will comprise of supply of services of three "Unskilled Labourers" who will have to perform the duties like daily cleaning and upkeepment of vast model campus and model tray, cleaning and sweeping of all Office Rooms, Instrument Rooms, ATG Rooms, Toilets inside entire model campus, rendering assistance of all the activities of Hydraulic Model Centre, bringing official letters from Hydraulic Model Centre to various establishment points of Kolkata Port Trust, opening and closing of all the Office Rooms/Pump Room/ Store Rooms/ATG Rooms/Instrument Rooms of Hydraulic Model Centre etc. Each operation signifying actual work in Kolkata Port Trust office at Hydraulic Model Centre (four operations per day) on all working days (Generally Monday to Friday) from 9.30 AM to 5.30 PM through one 'Skilled Worker' and three "Unskilled Worker". These operations will be performed under the guidance of the respective departmental officers. The quality of the service rendered shall be to the satisfaction of the supervising officer(s).

3.6. Validity of offers

The quoted offers should be valid for 180 (one eighty) days from the date of submission of offer.

3.7 Signing of Agreement

The successful bidder will be required to arrange two copies of agreement for signing with KoPT on the basis of frozen and finalised terms and conditions of the work as per the format at Annexure-I.

3.8 Rate Quoted by the Tenderer

The rate quoted by the contractor should be inclusive of Minimum Wages for Skilled & Unskilled Workers as per Order of the appropriate Authority of Central Government and as

modified from time to time during the tenure of the contract plus contractor's commission and ESI, EPF contributions payable by the employer to the contractual skilled & unskilled labourers. The bidder must quote his own margin of profit in respect of the subject work duly considering the estimated amount, the break-up of which has been already mentioned explicitly under Cl.3.3 above in order to avoid illogically exaggerated topsy-turvy price bids. No escalation of rate will be entertained by KoPT at any stage after acceptance of Work Order by the successful bidder.

3.9. Time of Completion of the Work

The time of completion for the work shall be 12 (twelve) calendar months from the date of placement of the Work Order or 1056 operations, whichever achieved earlier.

3.10. Evaluation of the Tender

Tenders will be evaluated on the basis of eligibility / pre-qualification criteria and subsequently by the lowest rate [col (C) of the BOQ], quoted by the bidders i.e for 1056 operations as mentioned under scope of work. However, payment will be made on the rate quoted per actual number of operations.

3.11. Agreement

The contractor shall issue a letter of acceptance of the Work Order within 7(seven) days from receiving the work order and he has to enter into an agreement of Contract with Kolkata Port Trust as per terms and conditions expressed in the Tender Documents and the Work Order as per Annexure-I of the tender document. No further tender agreement will be necessary for the purpose of the instant tender.

3.12. Payment of Minimum Wages

The contractor shall have to pay to the operators at the rate of Minimum Wages for Skilled as well as Unskilled Labourers during the tenure of the contract as per order of the of the appropriate authority of the Central Govt. as issued from time to time. Any quote in the column (C) of the BOQ, below the extant Minimum Wages or even the rate quoted in Column (C) defying the common logic as to whether the Skilled as well as Unskilled labourers would be paid minimum wages throughout the contractual period of one year will not be accepted and the offer will be summarily rejected. Any illogical explanation / undertaking from the bidder(s) assuring minimum wages to the labourers (skilled as well as unskilled) which does not stand on legal point of view will be summarily rejected.

3.13. Disputes and settlement thereof

For the purpose of this contract, there will be no provision for arbitration. The decision of the Chief Hydraulic Engineer shall be final and binding in case of any dispute. The Contract will be guided generally as per the above mentioned clauses of the instant tender and Trustees General Conditions of the Contract on all issues that may not be covered in this Tender Document.

3.14 Other instructions to the bidders

(a) The bids are to be submitted in Two-Bid pattern i.e. Techno-Commercial Bid and Price Bid in two separate sealed covers distinctly marked accordingly and sealed inside a single envelope, which should be duly superscribed with tender notice reference number, due date and time.

(b) The techno-commercial offers shall be accompanied by self attested documents related to (i) past credential of the contractors, (ii) documents in support of the eligibility criteria of the firm/contractor as referred above and (iii) tender document each page duly signed by the bidders with office seal, (iv) declaration regarding confirmation about point-wise unqualified acceptance all the technical & commercial terms and conditions by the contractors as laid down in the tender document of the subject NIT in a separate page duly stamped and signed by the contractor(s), (v) a demand draft drawn in favour of “FA&CAO, Kolkata Port Trust” amounting to Rs.350/- (Rupees three hundred fifty only) [Non-refundable] towards the cost of tender document as stated in Clause 2.1 above (vi) requisite EMD amount as stated in Clause 3.4 above.

4.0 BILL OF QUANTITIES
(Please fill in the appropriate columns)

Description of the Item of work	Unit	Rate 'per operation' (Rs) *
(A)	(B)	(C)
<p>Supply of services of one 'Skilled Worker' and three "Unskilled Workers" per day as per scope of work of the subject NIT on 'per operation' basis; each operation signifying actual work in Kolkata Port Trust office at Hydraulic Model Centre, Kolkata on all working day (Generally Monday to Friday) from 9.30 AM to 5.30 PM.</p> <p>Service Tax, Educational Cess, if applicable and as modified by Govt. of India from time to time would be reimbursed by KoPT on production of valid documents.</p>	<p>Operation @ 4(four) Operations per day engaging one skilled labourer and three unskilled labourers</p>	<p>For skilled Labourer(264 operations)</p> <p>For unskilled Labourer(792 operations)</p> <p>Total Amount for 1056 operations for engagement of one skilled and three unskilled labourers during the contractual period</p> <p>(Amount to be filled in by the bidder in digits as well as in words)</p>

I/We undertake to complete the work as per our above quotation and General Conditions of Contract (GCC) of KoPT for 1056 (one thousand fifty six) operations. We understand that the Chief Hydraulic Engineer may at his discretion, change the number of operations.

Signature of the Contractor

FORMAT OF AGREEMENT

Rs 50 STAMP PAPER

**AGREEMENT FOR THE WORK OF "HIRING OF SERVICES ON 'PER-OPERATION BASIS' FOR
OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER OFFICES OF
HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST"**

This Agreement made on theday of2015 between the Board of Trustees of the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963, (No 38 of 1963), having it's Head Office at 20, Garden Reach Road Kolkata-700043, herein after called "Trustees".

(which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office)of the one part,

AND

M/S..... having it's registered office at herein after called the "Contractor" (which expression shall, unless excluded by or repugnant to the context, be deemed to include it's assigns or successors in interest) of the other part.

WHEREAS the Trustees are desirous that the work of "HIRING OF SERVICES ON 'PER-OPERATION BASIS' FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER OFFICES OF HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST" should be executed /constructed and have accepted a tender by the Contractor for the said work of "HIRING OF SERVICES ON 'PER-OPERATION BASIS' FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER OFFICES OF HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST".

Now this Agreement Witnesseth As Follows:

1.In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Tender Document issued while inviting this Tender.

2.The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz:-

2.1.The Tender document and acceptance of this tender as per terms and conditions finalized and accepted by both parties prior to opening of the price bid submitted by the Contractor.

2.2.The Trustees General Conditions of Contract, unless superseded by documents identified in 2.1 above.

2.3. The Price Bid as submitted by the contractor and as accepted by the Trustees.

2.4.The Work Order No.....dt.....

2.5.All correspondences and minutes of the meetings by which items 2.1 to 2.4 is added , ammended Varied or modified in any way by mutual consent.

3.In consideration of the payments to be made by the Trustees to the Contractor, the Contractor, the Contractor hereby covenants to do the work of "HIRING OF SERVICES ON 'PER-OPERATION BASIS' FOR OUTSOURCING THE ACTIVITIES OF HYDRAULIC MODEL CENTRE UNDER OFFICES OF HYDRAULIC STUDY DEPARTMENT OF KOLKATA PORT TRUST" as per conditions and

scope of work identified in documents noted in para 2 above and to the order of the Trustees for a period of one year from the date of work order.

4. The consideration payable therefore by the Trustees to the contractor shall be as noted below.

Description of the Item of work	ITEM	Unit & Operation	Rate 'per operation' In Rupees	Total amount per month in rupees for 1056 operations
(A)	(B)	(C)	(D)	(E)
Supply of services of one 'Skilled Worker' and three "Unskilled Workers" per day as per scope of work of the subject NIT on 'per operation' basis; each operation signifying actual work in Kolkata Port Trust office at Hydraulic Model Centre, Kolkata on all working day (Generally Monday to Friday) from 9.30 AM to 5.30 PM.	Engagement of Skilled Labourer	One no. For 264 operations	For skilled Labourer.....	
	Engagement of Unskilled Labourer	Three nos. For 792 operations	For unskilled Labourer.....	(Amount to be filled in by the bidder in digits as well as in words)
Total Amount for 1056 operations.....				Rs.

Payment will be made on the basis of monthly bill as per total amount against column E.

Service Tax, if applicable, will be paid extra at prevailing rates.

5. In witness whereof the Trustees have caused their Common Seal to be hereunto affixed and the Contractor has hereunto set it's hand and Seal the day and year first above written.

The Common Seal of Trustees

Chief Hydraulic Engineer

For the Port of Kolkata was

Here unto affixed in the

Presence of :

The Common Seal of Contractor's

Authorised Signatory of Contractor

Witness

1.....

2.....

FORM OF TENDER

(To be submitted on Tenderer’s Letterhead, duly filled up and signed by
authorised signatory of the Company)

**The Chief Hydraulic Engineer,
Kolkata Port Trust,
20, Garden Reach Road,
Kolkata- 700043**

Dear Sir,

We, M/s.....(Name of
Company) having office at (Address)....., having
read and fully understood the Notice Inviting Tender, job description, conditions of Contract
and the General Conditions of Contract issued to us by Kolkata Port Trust for the work of
“HIRING OF SERVICES ON ‘PER-OPERATION BASIS’ FOR OUTSOURCING THE ACTIVITIES OF
HYDRAULIC MODEL CENTRE UNDER OFFICES OF HYDRAULIC STUDY DEPARTMENT OF KOLKATA
PORT TRUST.”, hereby tender to carry out the specified work, for one years from the date of
receipt of the work order, in consideration of payment to be received by us according to price
that will be quoted by us and accepted by KoPT.

2. We hereby agree that the said Notice Inviting Tender, job
Description, Conditions of Contract and the General Conditions of
Contract and our Price Bid for the work, all correspondences by
which the contract is added, amended, varied or modified in any
way by mutual consent together with acceptance thereof in
writing by or on behalf of the Trustees, shall constitute the
Contract.
3. As Earnest Money, we have submitted a bank draft a sum of Rs.
.....in favour of F.A.&C.A.O vide
Bank Dft. No.....
4. Should Kolkata Port Trust ask for a break up of our prices, we shall
submit the same within one week with adequate justification to
establish it’s veracity and legality, failing which Kolkata Port will
cancel our tender and forfeit the Earnest Money deposited by us.
5. We agree to abide by our Price Offer of this Tender for a period of
180 days from the date of submission of the Price Bid and in
default of our so doing the Trustees may forfeit the Earnest
Money deposited by us.
6. We agree that we shall commence the work meeting all agreed
terms and conditions within a maximum of 10 days from the date
of acceptance of work order, failing which the Trustees may
forfeit the Earnest Money deposited by us.

7. We understood that Kolkata Port Trust is not bound to accept the lowest or any other Tender and it is the Trustees' right to accept or reject, wholly or partially, any offer without showing any reasons thereof.

Yours faithfully

Signature with date

Name in Block Letters

(COMPANY SEAL)