



**Kolkata Port Trust**  
Civil Engineering Department  
Office of the Senior Executive Engineer (River Training)  
51, Circular Garden Reach Road, Kolkata: 700 043.

Tender Notice No.: RT/TN/19

Dated: 13.11.2015

Sealed tenders are invited from experienced and bonafide contractors of KoPT for the following work.

Name of Work: Tender for "Up keeping and regular maintenance of Civil Engineering accommodation and providing services of cook-cum-attendant in Civil Engineering Camp establishment at Light House Complex, at Sagar Island, on daily operation basis as and when required (for one year)".

Estimated Amount: Rs. 1, 51,048.80

Time of Completion: Periodic.(One year)

Earnest Money: Rs. 3020.00

Tender documents will be issued to only those contractors satisfying the following eligibility criterion as mentioned below: -

"Tenderer should have experience in completing up keeping & General maintenance of building /sheds etc or similar works like deploying of labours for different works during last 7 years ending at the last day of the month previous to the one in which applications are invited which should be either of the following:

01. (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated value.
  - (b) Two similar completed works each costing not less than the amount equal to 50% of the estimated value.
  - (c) One similar completed works each costing not less than the amount equal to 80% of the estimated value.
02. (a) All intending tenderer (at the time of tendering) shall disclose all necessary documents as to whether they are covered under ESI Act or not at the time of tendering
  - (b) In case they are covered under ESI Act, they have to furnish the details of registration No. failing of which the tender would be liable to be cancelled.
  - (c) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate on Non-Judicial Stamp paper of Rs. 10.00 original as per enclosed proforma in ANNEXURE-"B" to that effect.
  - d) In case they are not covered under ESI Act, they must additionally indemnify Kopt against all damages and accident occurring to his labour in non-judicial stamp-paper worth Rs. 50.00 original in the enclosed format ANNEXURE-"A".

- 3 (a) 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 rules framed there under.
- (b) 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.
4. The Average Annual Financial turn over of the intending Tenderer during the last 03 (three) years ending 31<sup>ST</sup> March of the previous financial Year should be at least 30% of the estimated amount put to tender.
5. In the tender documents, the attached checklist should be duly filled up by the Tenderers putting their signature in the requisite place and enclosing the relevant papers along with the tender documents. If the Tenderer fails to submit such check list duly filled up, the tender would not be considered for opening the same. If contents of the checklist as furnished by the bidder turns out to be misrepresentation of facts, then such bids would be rejected even after opening the price bid with a recorded warning for the bidder. A Proforma of checklist is enclosed (Annexure -C) for attaching in tender documents
6. Tenderers are required to furnish relevant documentary evidence in original of the above, if necessary. In case of any non-conformity of the same, the concerned tender would be liable to be rejected.
7. Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12-noon on 26.11.2015 of Rs. 300/= only per set (non-refundable) on application in duplicate or may be down loaded from Kopt website [www.kolkata porttrust.gov.in](http://www.kolkata porttrust.gov.in) before 12 noon on 26.11.2015
8. The tenders must be submitted along with the copy of ESI Registration Certificate, Annual Return, VAT, PAN, Trade Licence, and valid labour license No. (as applicable) and documentary evidence in support or prequalification criteria as mentioned above. by 3 P.M. on 27.11.2015 will be opened shortly after 3.P.M. on the same day in presence of Tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.

Senior Executive Engineer  
(River Training)



**KOLKATA PORT TRUST**  
Civil Engineering Department  
Office of the Senior Executive Engineer (River Training).

No. RT/TN/ 19

Dated, the 13.11.2015

Mrs/Sri.....

C.E.O NO H/RT/24 DT 08.10.2015

E.E.O. NO. RT/ES/M/31 DT 31.07.2015

.....  
.....

Dear Sir(s),

Re: - "Tender for Up keeping and regular maintenance of Civil Engineering accommodation and providing services of cook-cum-attendant in Civil Engineering Camp establishment at Light House Complex, at Sagar Island, on daily operation basis as and when required (for one year) ".

Sealed tenders are invited from the bonafide contractors of KoPT for the following works in accordance with the Trustees' General Conditions of Contract, Special Conditions of the Contract and Specification for materials & workmanship for this particular contract, drawing and preamble to the Bill of Quantities.

2. The Trustees' General Conditions of Contract for the said tender (rest of the documents like Special Conditions of Contract, Technical Specifications, Bill of Quantities etc. are attached herewith) may be inspected at this office during office hours.

3. The tenderers, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit with KoPT's Financial Advisor & Chief Accounts Officer a sum of Rs. 5000/- as Earnest Money before submission of the tender. The original receipt must be attached with the tender without which the tender may be disqualified. This amount will be refunded to the unsuccessful tenderers without any interest. In case of being successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.

4. The rates quoted by the Contractor must be valid upto 120 days from the date of opening of the tender.

5. The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc. and no extra payment, whatsoever will be entertained by the Trustees under any circumstances.

6. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction 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 rejected.

7. If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

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8. The tender duly filled in, tolled and signed shall be submitted in sealed cover superscribed the above name of work so as to reach this office within 3 P.M. on 27.11.2015 at 51, Circular Garden Reach Road, Kolkata-43. The tender will be opened shortly after 3P.M. on the same day and the intending tenderers or their authorised representatives may attend. In the event of any unforeseen circumstances such as holidays, bundhs, strikes etc. on that day, the tenders may be submitted by 3 P.M. on the next working day and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.

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

9. All intending Tenderers shall furnish the details of P.F. Registration failing which their tender would be liable to be cancelled. Certified copy is to be submitted along with tender .

10 (a) Bidder shall not use white ink for correction at any place of the tender paper.

(b) Non-conformation to the instruction at point No. (a) shall be treated as non-responsive and Hence ,may disqualify the tenderer

11.As KOPT is not a Registered Body Corporate, it is not liable to Pay service tax under "Reverse Charge Mechanism" as per Service Tax Low. The service provider is liable to recover service tax as applicable"

Yours faithfully,

Encl: - All papers as stated above.

Senior Executive Engineer,  
River Training

**KOLKATA PORT TRUST**  
**Civil Engineering Department**  
**Office of the Senior Executive Engineer (River Training)**

"Tender for Up keeping and regular maintenance of Civil Engineering accommodation and providing services of cook-cum-attendant in Civil Engineering Camp establishment at Light House Complex, at Sagar Island, on daily operation basis as and when required (for one year) ".

**SPECIAL CONDITION**

**1. Contractors eligibility for participation in the tender:**

"Tenderer should have experience in completing up keeping & General maintenance of building /sheds etc or similar works like deploying of labours for different works during last 7 years ending at the last day of the month previous to the one in which applications are invited which should be either of the following:

01. (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated value.
- (b) Two similar completed works each costing not less than the amount equal to 50% of the estimated value.
- (c) One similar completed works each costing not less than the amount equal to 80% of the estimated value.
02. (a) All intending tendered (at the time of tendering) shall disclose all necessary documents as to whether they are covered under ESI Act or not at the time of tendering
- (b) In case they are covered under ESI Act, they have to furnish the details of registration No. failing of which the tender would be liable to be cancelled.
- (c) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit affirmed before a first class Judicial Magistrate on Non-Judicial Stamp paper of Rs. 10.00 original as per enclosed proforma in ANNEXURE-"B" to that effect.
- d) In case they are not covered under ESI Act, they must additionally indemnify Kopt against all damages and accident occurring to his labour in non-judicial stamp-paper worth Rs. 50.00 original in the enclosed format ANNEXURE-"A".

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- 3 (a) 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 rules framed there under.
- (b) 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.
4. The Average Annual Financial turn over of the intending Tenderer during the last 03 (three) years ending 31<sup>ST</sup> March of the previous financial Year should be at least 30% of the estimated amount put to tender.
5. In the tender documents, the attached checklist should be duly filled up by the Tenderers putting their signature in the requisite place and enclosing the relevant papers along with the tender documents. If the Tenderer fails to submit such check list duly filled up, the tender would not be considered for opening the same. If contents of the checklist as furnished by the bidder turns out to be misrepresentation of facts, then such bids would be rejected even after opening the price bid with a recorded warning for the bidder. A Proforma of checklist is enclosed (Annexure -C) for attaching in tender documents
6. Tenderers are required to furnish relevant documentary evidence in original of the above, if necessary. In case of any non-conformity of the same, the concerned tender would be liable to be rejected.
7. Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12-noon on 26.11.2015 of Rs. 300/= only per set (non-refundable) on application in duplicate or may be down loaded from Kopt website [www.kolkata porttrust.gov.in](http://www.kolkata porttrust.gov.in) before 12 noon on 26.11.2015
8. The tenders must be submitted along with the copy of ESI Registration Certificate, Annual Return, VAT, PAN, Trade Licence, and valid labour license No. (as applicable) and documentary evidence in support or prequalification criteria as mentioned above. by 3 P.M. on 27.11.2015 will be opened shortly after 3.P.M. on the same day in presence of Tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.

## 22. Scope of work

Base Camp at **Sagar Island has been 220 Sqm. Approx** comprising of 5 (five) nos. room with attached bathroom for staying of officers staff other rooms such as office, Dining & Kitchen etc. The successful Tenderer will have to carry out up keeping & regular maintenance of the shed office cum accommodation building & Cook cum-attended is also to be provided by him for cooking and other ancillary services as and when required as per B.O.Q. and as directed by Executive Engineer Sagar Island or his representative at Sagar Island . All necessary labour, materials, tools etc. will have to be provided by contractor with his quoted rate Engineer-in-Charge or his representative.

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3. Location of work:

The Civil Engineering Office Accommodation Building is located in the light house complex at Sagar Island 24 Pgs (S) at about 145 Km downstream of Kolkata

4. Method of measurement and payment.

On-account payment may be arranged in terms of Clause No. 6.0 of the General Conditions of Contract & as per discretion of the Engineer.

5. Escalation of price.

No escalation on account of variation in the prices of labour shall be admissible during the pendency of the subject work.

6. Time of completion.

Though the tenure for the said work is for one year from the date of placement of work order, the Contract may be closed earlier at the sole discretion of the Engineer with one-month notice to the Contractor. If necessary and under circumstances, the Engineer shall have to right to extend the period of the contract beyond the stipulated Contract period under mutual consent of the successful tenderer for which no extra payment shall be made to the Contractor.

7. Discrepancies in contract documents.

In case of any discrepancies in the tender, the relevant Clause of General Conditions of Contract shall apply and the decision of the Engineer-in-Charge is final and binding on the tenderer regarding interpretation of any Clauses.

8. Employment of Local Resources.

The tenderer shall pay special attention to engage the maximum possible number of Engineers, other technical personnel, other workers and labourers from amongst the local people.

9. Labour Regulation & Abolition Act.

The Contractor shall be required to comply with the Minimum Wages Act 1948, Employees Liability Act 1938, Industrial Act 1947 and the Contract Labour (Regulation & Abolition) Act 1970 or statutory amendment and the modification thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duties of the Contractor abide by the provisions of the Acts, Ordinances, Rules, Bye-laws, and Procedures as are lawfully necessary in the execution of the works. The Contractor will be fully responsible for any delay, damage etc. and shall keep the Trustees' Engineer Indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any such Acts, Ordinances, Rules, Regulations, Bye-laws and Procedures.

The Contractor shall indemnify the Trustees against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his business associates.

10. Protection of existing service.

The work sites are within the campus of the existing Office-cum-Residential complex. The existing work facilities and service shall be duly protected by the contractor. Any damage to the existing structure or service done in the process of work shall be made good at the cost of the contractor immediately on intimation from the Engineer-in-Charge.

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11. As KOPT is not a Registered Body Corporate, it is not liable to Pay service tax under "Reverse Charge Mechanism" as per Service Tax Law. The service provider is liable to recover service tax as applicable"

**KOLKATA PORT TRUST**  
Office of the Dy. Chief Engineer (RT)  
Engineering Department

**Bill of Quantities**

For

Name of work: Up keeping and regular maintenance of Civil Engineering Accommodation and providing services of cook cum Attendant in Civil Engineering Camp Establishment at Light House Complex, at Sagar Island on daily operation basis as and when required (for one year).

Sl. No.	Items	Quantity	Rate		Unit	Amount	
			Rs.	P.		Rs.	P.
1	Providing services of cook cum attendant for cooking and other ancillary activities.	280	279.72	Operation		78,321.60	
			[Rupees two hundred seventy nine paise seventy two only]				
2	Up keeping and regular maintenance of Civil Engineering Accommodation.	260	279.72	Operation		72,727.20	
			[Rupees two hundred seventy nine paise seventy two only]				
						<b>1,51,048.80</b>	

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

1) .....% above par (+) Rs.  
(both in figures & words)

2) At par..... Rs.

3) .....% below (-) Rs.  
(both in figures & words)

Total amount in words Rupees.....

.....

Time of completion.....

Signature of the Contractor.....

Name and address of the Contractor.....

.....

.....;

Permanent Income Tax A/c. No.....



Page

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..... month/week 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.....

(Repeat in words) .....  
.....

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

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

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

Signature of Tenderer  
(Seal of the Tenderer)

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(In Block Letters)

Name of the Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

\_\_\_\_\_

FORMAT

INDEMNITY BOND

BY THIS BOND I, Shri / Smt. ...., son of Shri / Smt.....  
residing at ..... By occupation ....., the Partner / Proprietor /  
Director ..... having office at ....., am a tenderer under Civil Engineering  
Department, Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered under ESI Act or  
exempted to furnish an Indemnity Bond in favour of Civil Engineering Department, Kolkata Port Trust against all  
damages and accidents to the Labourer Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above  
shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the  
Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the  
Kolkata Port Trust during the execution of the work stated in the NIT NoRT/TN/16 dt11/02/2011

4. AND the Contractor hereunder agree to indemnify and at all times keep indemnified the Kolkata Port Trust and  
its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, ....., the Partner / Proprietor / Director .....  
hereto set and seal this the ..... day of ..... in the year.....  
at.....

Signature of the Indemnifier

Surities:

1. Name:  
Address:

2. Name:  
Address:

Witness:

ANNEXURE-"B"

FORMAT

(On the Rupees Ten Non-Judicial Stamp Paper)

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT.....

AFFIDAVIT

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

01. THAT I am the proprietor / Partner of ..... having office at.....and carrying on business on the said name and style.

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

02. THAT my aforesaid Firm is exempted from ESI Act and the said Firm has no valid ESI Registration.

03. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause No..... of the Tender No..... issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by me

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ANNEXURE - "C"

No:

Date:

To,  
The Chief Engineer / Senior Executive Engineer (River Training)  
Kolkata Port Trust.

Re: **NIT No RT/TN/16 Dt-11/02/2011**

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

01. Treasury Receipt in original for Earnest Money / Bankers Cheque for Earnest Money.
02. Proof of experience and turn over as per pre - qualification criteria.
03. ESI Registration Certificate, if applicable.  
Or
04. An Affidavit in original affirmed before a first class Magistrate indicating that ESI Act is not applicable on non - judicial stamp paper worth Rs. 10/= and Indemnity Bond in original in favour of KoPT drawn on a non - judicial stamp worth of Rs. 50/=, both as per your given proforma.
05. The VAT Registration Certificate.
06. I. T. PAN Certificate.
07. Copy of Labour Licence (if applicable).
08. Copy of Trade Licence (if applicable)

Encl: As above.

Yours faithfully,

Signature of the Tenderer