

**Kolkata Port Trust**  
Office of Senior Executive Engineer Railways  
Civil Engineering Department

Tender Notice No. Rly/ Tender/ 19

Dated: 22.12.2015

Sealed tenders are invited only from the resourceful, experienced and bonafide registered contractors of KoPT for the following work on percentage above/ below/ at par basis on estimated rates/ amount as shown in the BOQ.

Name of the Work: **Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.**

Estimated Amount put to tender: **Rs. 3,42,369.35**

Earnest Money: **Rs. 6,850.00**

Time of Completion: **01 (one) year from date of placement of work order.**

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12-noon on **11.01.2016** on payment of Rs. **300.00** only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) before **12 noon on 11.01.2016**.

Tenderer should have experience in supplying daily labourers, pumping services or any other civil engineering construction/ maintenance works and have successfully completed similar works during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

- a) Three similar completed works\*\* costing not less than the amount equal to 40% of the estimated cost put to tender.
- b) Two similar completed works\*\* costing not less than the amount equal to 50% of the estimated cost put to tender.
- c) One similar completed work\*\* costing not less than the amount equal to 80% of the estimated cost put to tender.

\*\*Similar works means supplying daily labourers, pumping services or any other civil engineering construction/ maintenance works. Completed means completed satisfactorily.

The tenders must be submitted along with copy of certificate of valid Permanent Account No., valid Sales Tax Clearance Certificate/ VAT Registration Certificate / Valid Labour Licence no. & Trade Licence No. (as applicable) & documentary evidence in support of Prequalification Criteria & ESI Regn. Certificate as per the pre-qualification criteria as above by **3 P.M on 12.01.2016**. The tenderers must submit **Annexure-B** duly filled in along with the tender documents.

Submitted tenders will be opened shortly after 3 .P.M. on the same day in presence of tenderers or their authorised representatives who may wish to be presents. In the event of an unforeseen circumstances such as holiday, Bandh, 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 (Railways)

**KOLKATA PORT TRUST**  
Civil Engineering Department / Railways Division  
51, C.G.R. Road, Kolkata – 700 043

NIT No. R/ Tender/ 19

Dated: 22.12.2015

Messrs/ Shri .....

Dear Sir/s,

**Re: *Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.***

Sealed tenders are invited from resourceful, experienced and bonafide registered contractors of KoPT for the subject work as per following prequalification criteria at **Percentage Above par/ At par/ Below par** of estimated cost put to tender as shown in the Bill of Quantities in accordance with this Notice Inviting Tender, the General Conditions of Contract of the Trustees of KoPT, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for this particular contract.

**Pre-qualification Criteria:**

1. Tenderer should have experience in supplying daily labourers, pumping services or any other civil engineering construction/ maintenance works and have successfully completed similar works during last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following:

- a) Three similar completed works\*\* costing not less than the amount equal to 40% of the estimated cost put to tender.
- b) Two similar completed works\*\* costing not less than the amount equal to 50% of the estimated cost put to tender.
- c) One similar completed work\*\* costing not less than the amount equal to 80% of the estimated cost put to tender.

\*\*Similar works means supplying daily labourers, pumping services or any other civil engineering construction/ maintenance works. Completed means completed satisfactorily.

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

3. The Trustees' General Conditions of contract, Schedules of rates may be inspected at this office during office hour. Rest of the documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.

4. In case of a tenderer who has already deposited a permanent security with the KoPT under the new rules, he shall be bound by the clauses of the General Conditions of the Contract pertaining to earnest money and security deposits for registered contractors.

5. The tenderers, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit a sum of **Rs. 6,850.00** as Earnest Money in the form of **Bankers' cheque/ Demand Draft/ Pay order** in favour of **"KOLKATA PORT TRUST"** on any **Scheduled Bank payable at Kolkata** before submission of the tender. If the tenderer submits Demand Draft, Banker's Cheque or Treasury Receipt against earnest money at a date prior to the publication of the tender, the same cannot be accepted. The original Bankers' cheque/ Demand Draft/ Pay order must be attached with the tender without which the tender may be disqualified. This amount will be refunded to the unsuccessful tenderer(s) without any interest. In case of being the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.

6. The tenderers (registered contractors of KoPT) may also submit the tender by getting the tender documents downloaded before 12 noon on **11.01.2016** from the website of KoPT. In that case the intending tenderer shall have to pay the amount of **Rs. 300.00** (non-refundable) towards the cost of bid document by demand draft or banker's cheque drawn in favour of 'Kolkata Port Trust' at the time of submission of tender documents.

7. The rates quoted by the Contractor must be valid up to four months from opening.

8. 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. It

will be presumed that service tax, if any, is built into the quoted rate for which KoPT will keep no separate account and the successful tenderer shall remain solely responsible for keeping accounts of such taxes and remittances of the same to appropriate authorities.

**9.** 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.

**10.** 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 over.

**11. a)** All intending tenderers at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

**b)** In case they are covered under ESI Act they have to furnish the details of registration, failing which their tender would be liable to be cancelled.

**c)** In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirmed before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs. 10/- to that effect as per enclosed KoPT approved format. (Format of affidavit is enclosed at the end of the tender as **Annexure marked - A**).

Regarding submission of Affidavit, the stamp paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit. The bidder may purchase stamp-paper prior to the publication of tender but the Affidavit must be sworn after the date of hoisting/ publication of NIT.

**d)** In case they are not covered under ESI act they must additionally indemnify KoPT against all damages & accident occurring to his labourer in a non-judicial stamp paper worth Rs. 50.00. The same should be submitted by the L-1 tenderer after opening of the tender. The Format of indemnity Bond may be inspected at the office of the Sr. Ex. Engineer, Railway.

**e)** All intending tenderers shall furnish details of PF registration failing which their tender would be liable to be cancelled.

**12.** The tender duly filled in, totalled and signed along with the following documents and others shall be submitted in a sealed cover superscribed the above name of work so as to reach this office within **3pm** on **12.01.2016**. The submitted tenders will be opened shortly after 3pm, on the same day and the intending tenderers or their authorised representatives may attend. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc. on that day, the tenders may be submitted by 3pm on the next working day, and will be opened shortly after 3pm on the same day. All other conditions shall remain the same.

**a)** Copy of the documents in support of prequalification criteria as mentioned in clause No. 1 above.

**b)** Copy of Vat Registration Certificate.

**c)** Copy of ESI Registration Certificate or copy of documents as mentioned in clause No. 11 above.

**d)** Copy of PAN Card.

**13.** All tenderers should enclose a check list duly filled up enclosing the relevant documents as per the proforma attached with the tender documents. If the tenderer fails to submit such check list duly filled up, the tender would not be considered for opening. If contents of check list turn out to be misrepresentation of facts, then such bids would be rejected even after opening of price bid with a recorded warning for the bidder.

Proforma check list (**Annexure marked - B**) should be attached as a covering letter along with the sealed envelope containing the offer.

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.

**Encl:** All papers as stated above.

Yours faithfully,

Sd/-  
Senior Executive Engineer (Railway)

Name of Work: ***Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.***

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### **Scope of Work**

The work comprises for providing services of unskilled and semiskilled labourers for miscellaneous unforeseen non-measurable works and pumping services at different areas of KDS under Railways division jurisdiction including any other appurtenant work as may be required for a successful completion of the work as may be directed by the Engineer or his representative at site.

### **SPECIAL CONDITIONS OF CONTRACT**

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

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

- a) Provide all materials, equipment, workmen, supervision, services, scaffolding, 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 life jackets, helmets etc. required for such type of work and insure the labourers against any accident which may occur in the course of execution of the job, if required, at no extra cost.
- c) To cover all office/ household furniture with tarpaulin or similar type of cover when there is any chance of damage/ spoiling during the course of the work, if required or directed, at no extra cost.
- d) To make good any damage done to any property during execution of work at no extra cost.

**2. Work site:** The work site shall be considered to be different areas of KDS at Kolkata under Railways Division jurisdiction like Centenary Hospital area, Hospital Park Qrts, EJC yard, Taratala Qrts Complex etc. and any other locations around the KDS as and where necessary. All intending tenderers should visit the site(s) of work and acquaint themselves with exact nature, scope & site of work before quoting the rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender and at any stage during execution of the work excepting otherwise approved by Engineer or his representative.

**3. Working Period:** Normally the work will be carried out between 8am to 5pm on the Trustees' working days only. In case of any deviation from this, the contractor shall have to take prior permission from the Engineer or his representative. 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 at times of requirement. The tenderer should include in his rates the cost, if any, involved on these accounts.

**4. Time of Completion:** The work is periodical in nature and will be completed by 1(one) year from the date of placement of work order.

**5. Workmanship:** The contractor shall maintain workmanship of different items with an idea of providing a trouble-free service to the users of different facilities.

**6. 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 work as a result of poor supervision.

- 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. Forwarding of Materials:** The contractor shall have to arrange transport for forwarding any usable/ saleable materials that may be found during the process of execution of the work to the Trustees' Sales yard or any other site/ godown including labourers, transportation, loading, unloading all complete as per the direction of the Engineer-in-Charge. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.
- 9. Discrepancies in the contract documents:** The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of discrepancies Bill of Quantities shall prevail over the Specifications and Special Conditions of Contract over the General Conditions of Contract. 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."
- 10. Specifications/ Codes and Standards:** All works under this contract will be executed according to the Trustees' Specification for materials and workmanship. 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 in absence CPWD specifications/ any other International Code of Practice 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.
- 11. Safety:** The contractor shall follow all safety precaution for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations, if applicable, shall be strictly observed and safety officers of the KoPT be accorded all facilities for inspection of the works 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.
- 12. Protection of existing services:** The contractor must pay full attention to the fact that the existing service facilities for users are not disrupted at any time due to storing of materials etc.
- The contractor shall be held liable for all damage and any unauthorised interference to the existing service caused by him during execution of works. Should any damage be done to the existing services, in general the contractor shall make good the same and do any further work considered necessary by the Engineer's representative without any delay; otherwise the cost of such repairing shall be recovered from his running bill for which the Engineer's decision shall be final and binding.
- 13. 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.
- 14. Water:** Water required for drinking and other purposes and for works will have to be arranged by the tenderer at their own cost.

**15. Dock permit:** For works inside the Docks, Dock permit required for men, materials, vehicles and equipments etc. are to be procured by the successful tenderer at free of cost as per recommendation of the executing departments/ divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge as applicable, will be levied per person (one time) even for Contractors who have been granted permission to obtain free permits by KoPT.

**16. Measurement and Payment:** The items/ quantities set out in the "Bill of Quantities" are the estimated items/ quantities of the work and they are not to be taken as the actual and correct items/ quantities of the works to be executed by the contractor in fulfilment of his obligations under the contract. However, the contractor will be paid as per actual work executed by him and under the provisions of the tender.

**17. Escalation/ variation in process:** No escalation/ variation on prices of labour as well as materials will be entertained.

**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, 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 thereunder from time to time.

It will be the duty of the contractor to abide by the provisions of the Acts. Ordinances, Rules, Regulations, 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 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 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 the contractor to obtain necessary Labour License (if required) 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 of Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and other Construction Workers' Welfare Cess Act, 1996:**

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 the 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.

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

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**BILL OF QUANTITIES**

**Name of Work:** *Supplying of daily labourers for miscellaneous non-measurable works and Pumping Services etc. of the Railway Division jurisdiction as and when required for a period of one year.*

Sl. No	Description of Items	Quantity	Rate		Unit	Amount	
			Rs.	P.		Rs.	P.
01.	Supplying daily labours for construction/ maintenance of roads/ buildings, water supply/ sewerage pipeline related works, loading/ unloading, sweeping/ cleaning etc. a) Un-Skilled. b) Semi-Skilled.	775 Nos.	386.28		Each	2,99,367.00	
		25 Nos.	427.35		Each	10,683.75	
02.	Supply of one 3-5 HP capacity diesel pump set of running condition on hire basis daily from 8.00 AM to 5.00 PM along with necessary pipes for suction and delivery of length approximate 15 metre and 50 metre respectively and other accessories and fittings like foot valve, clips etc. including Pump Driver/ Helper required to run the pump set for lifting of waste water from pits manholes, drains etc. as per direction of Engineer-in-Charge at site.	20.00	1,257.63		Day	25,152.60	
03.	Charges for running the Pump set supplied under item above for lifting the waste water from pits, manholes, drains etc. including supplying fuel etc. as may be necessary for running the pump.	100.00	71.66		Hour	7,166.00	

**Rs. 3,42,369.35**

(Rupees three lakh fourty two thousand three hundred sixty nine and paise thirty five only)

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

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

.....  
(in words)

2) At par

3) .....% below par (-) Rs.  
(in figures)

.....  
(in words)

Rs. \_\_\_\_\_

Total amount in words : Rupees .....

.....

T.R. No. & Date :

Permanent Income Tax A/C. No. :

VAT clearance certificate no. :

Date, the \_\_\_\_\_ day of \_\_\_\_\_

Witness: Name :

Address : .....

.....

.....

Tender opening Officers:

i) .....

ii).....

**THE BOARD TRUSTEES FOR THE PORT OF KOLKATA**  
**FORM OF TENDER**

Contract No. ....

The Sr. Executive Engineer, Railways,  
Railways division Office,  
51, C.G.R. Road,  
Kolkata – 700043,

I/ We .....  
of.....

having examined the sites of work, inspected the drawings and read the Specifications, General and 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 and Special Conditions of Contract and drawings prepared by or on behalf of the Trustees and at the rates and prices set out in the annexed Bill of Quantities within 1(one) year 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 thereto, which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of quantities, Drawings and Special and General Conditions of Contract and I/ We hereby agree that until such Contract Agreement is executed the said Specification, 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).....  
.....  
.....)

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

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

I/ We agree that the period for which the tender shall remain open for acceptance shall not be less than 4 months.

.....  
Signature of Tenderer

Witness:  
Signature .....

Name .....  
(In Block Letters)

Name of the  
Tenderer: .....

Address .....  
.....

Dated: .....  
Address: .....

Occupation .....

.....



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

**BEFORE THE 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:-

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

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

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per 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

No.:

Dated:

**The Senior Executive Engineer, Railways division,  
Civil Engineering Department,  
51, C.G.R. Road,  
Kolkata – 700 043**

Dear Sir,

**Re:** NIT No. Rly/Tender/19 dt. 22.12.2016.

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

1. Treasury Receipt/ Demand draft/ Pay order in original against cost of tender document.
2. Treasury Receipt/ Demand draft/ Pay order in original against Earnest Money (if applicable).
3. Proof of experience as per Pre-qualification criteria
4. Copy of ESI registration Certificate, if applicable

OR

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

5. Copy of the VAT registration certificate.
6. Copy of IT PAN Card.
7. Copy of Labour Licence (if applicable).
8. Copy of Trade Licence.

**Enclo: As above**

Yours faithfully,

**Signature of the tenderer**