



**KOLKATA PORT TRUST
FINANCE DEPARTMENT
PLANNING & RESEARCH DIVISION
15, STRAND ROAD
KOLKATA – 700 001
EPABX No. 2230-3451, EXT.-263
DIRECT-2210-7365, 2230-3058
FAX (NO. 033-2230-4901/2230-3058)**



No.Plg/cs/misc/609

Dt. : 10.12.2014

Dear Sir/s.

Re.: Tender for Upkeepment and maintenance of two IT Centres of Kolkata Dock System at Subhas Bhavan, 40, Circular Garden Reach Road, Kolkata – 700043 and KoPT Head Office at 15, Strand Road, Kolkata – 700001 as and when required, for a period of two years from the date of placement of order.

Sealed tenders are invited from resourceful, experienced and bonafide Registered Contractors of KoPT for the subject work as per following Pre-qualification 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, 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 similar works like **Upkeepment / 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 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.

- 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 Upkeepment/ maintenance works.

2. 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.
3. 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.
4. 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. 5000.00** as Earnest Money in 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. The original Bankers' cheque / Demand Draft / Pay Order must be attached with the tender. This amount will be refunded to the unsuccessful tenderers **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.
5. The tenderers (Registered contractors of KoPT) may also submit the tender getting downloaded before 12 noon on **18.12.2014** from the website of KoPT. In that case the bidding party shall have to pay the amount of **Rs. 300/- (non-refundable)** towards the cost of bid document by draft or banker's cheque drawn in favour of 'Kolkata Port Trust' at the time of submission of tender documents.
6. The rates quoted by the Contractor must be valid up to **4 (four)** months after opening.
7. 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.
8. While quoting the rate it should be noted that the tenderer should not 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.
9. 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.

10. The tender duly filled in, totalled and signed along with the following documents shall be submitted in sealed cover superscribed the above name of work so as to reach the **office of Sr. Dy. Director (EDP), KDS IT Centre, Subhas Bhavan, 1st Floor, 40, C G R Road, Kolkata - 700043 within 3 P.M. on 18.12.2014.** The tender will be opened shortly after 3 P.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, bandhs, strikes, natural calamities 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.
 - a. Copy of the documents in support of Essential Pre-Qualification Criteria as mentioned in **Clause-A** above.
 - b. Copy of VAT Registration Certificate.
 - c. Copy of ESI Regd. Certificate or copy of documents as mentioned in **Clause No.: 9** of Special Conditions of Contract.
 - d. Copy of PAN Card
 - e. Trade License
 - f. Annual Financial Turnover as mentioned in **Clause-B** above.
11. All tenderer should enclose a check list duly filled up enclosing the relevant documents as per the Proforma attached with the tender documents. In case, it is found that in spite of giving undertaking in the checklist, if any tenderer fails to quote and/ or if any particulars furnished in the checklist are found incorrect, they will also be intimated to resubmit it within 7 days. In case the same enlisted contractors repeat similar mistake on second occasion, his fixed Security Deposit would be forfeited and he will be debarred in participating in future tenders

The undersigned does not bind herself 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.

Enclosure: All papers as stated above.

Yours faithfully,

(Rebecca Das)
Jt. Director (P&R)

Tender for Upkeepment and maintenance of two IT Centres of KDS at Subhas Bhavan, 40, Circular Garden Reach Road, Kolkata – 700043 and KoPT Head Office at 15, Strand Road, Kolkata – 700001 as and when required for a period of two years from the date of placement of order.

Scope of the Work : The work comprises Upkeepment and maintenance of **two** IT Centres of KDS at Subhas Bhavan, 40, Circular Garden Reach Road, Kolkata – 700043 and KoPT Head Office at 15, Strand Road, Kolkata – 700001, as and when required for a period of two years from the date of placement of order, as per the items described and set forth in the particular Bill of Quantities & Specifications all in accordance with the Trustees' General Conditions and Special Conditions of Contract.

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 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.
- c) Any damage to KoPT property should be made good by the tenderer at their own cost as per satisfaction of KoPT's Engineer.

2. Work Site :

The Work site is located at **KDS IT Centre, Subhas Bhavan, 40, CGR Road, Kolkata –700043 and KoPT Head Office, 15, Strand Road, Kolkata–700001** 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.

3. Working Period :

Normally the work will be carried out between 9A.M. to 6 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.

4. Time of Completion

The work is in nature and will be completed within **24 (twenty four) months** from the date of placement of order.

5. Escalation/ variation in Prices :

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

6. 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 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.

7. 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.

8. 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 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.

9. Compliance of ESI Act - 1948

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

- i) 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.
- ii) 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.
- iii) In case they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour 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 Proforma Indemnity Bond shall have to be collected by the L-1 tenderer from the office of the Sr. Dy. Director (EDP), KDS IT Centre, Subhas Bhavan, 40, C G R Road, Kolkata - 700043 after opening of the tender.
- iv) The stamp paper for Affidavit & Indemnity Bond may be purchased before the date of N.I.T. but the affidavit should be sworn after the date of N.I.T. The same should be purchased in the name of tenderer or with the name of Advocate who has signed in the affidavit.

10. 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 thereunder.

- 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.

- 11.** Tenderers attention is drawn to clause 3.4, 3.5 and 3.6 of the General Conditions 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.

- 12.** Service Tax will be deducted at applicable rate fixed by the government time to time on the amount of recoveries like L.D, damage, penalty, land rent, electricity charges etc. from the contractor's bill.

- 13.** 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. 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.

- 14.** The tender will not be extended under any situation.
- 15.** Terms of payment will be guided by G.C.C. **Clause No. 5.**
- 16.** Income Tax and other Taxes as applicable will be deducted as per rule.

PREAMBLE TO THE BILL OF QUANTITIES

Tender for Upkeepment and maintenance of two IT Centres of KDS at Subhas Bhavan, 40, Circular Garden Reach Road, Kolkata – 700043 and KoPT Head Office at 15, Strand Road, Kolkata – 700001 as and when required for a period of two years from the date of placement of order.

1. The contractor shall bear in mind that the work is purely petty in nature and have to be carried out according to the necessity / requisition of the users, as and when required, during the period of the contract. The work relates to the day – to – day maintenance work for which the successful tenderer shall have to keep contract with the Site-in-Charge daily for taking instructions / requestions for the works to be attended.
2. The quantities as given in the Bill of Quantities are notional and the actual execution of the work may vary considerably according to the actual requirements at sites. It may so happen that some of the items of the Bill of Quantities may not be required at all when some of the items of the B.O.Q. may be required to be executed in excess.

Tender for Upkeepment and maintenance of two IT Centres of KDS at Subhas Bhavan, 40, Circular Garden Reach Road, Kolkata – 700043 and KoPT Head Office at 15, Strand Road, Kolkata – 700001 as and when required for a period of two years from the date of placement of order.

BILL OF QUANTITIES

Item Description of Items Amount <u>Rs.</u>	Quantity	Rate	Unit
1. Provide assistance for upkeepment of Rs. 1,83,342.00 office premises as and when required and operation directed (two unskilled labour required from 9.0 AM to 6.00 PM excluding one hour (Rupees one lakh eighty three recess) thousand three hundred forty two only) Rs. 1,83,342.0	600.00	305.57	Per
			BF : Rs. 1,83,342.00

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

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

.....
(in words)

2) At par

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

(in figures)

..... Rs.

(in words)

Total amount in words : Rupees
.....

T.R. No. & Date:

Permanent Income Tax A/C.No.

VAT clearance certificate no.:

Date, the day of

Signature of the tenderer:

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 **24 (twenty four) 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 requiredays/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 _____

Name of the

(In Block Letters) Tenderer: _____

Address: _____

Dated: _____

Occupation: _____