



Kolkata Port Trust
Office of the Superintending Engineer
(River Training)
51, Circular Garden Reach Road, Kolkata: 43.
Phone No: 2439 5778

Tender Notice No: RT/TN/17-18/05

Dated: 11.05.2017

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

Name of Work: Supply of daily labour at various sites of River Training Wing for carry out miscellaneous works for the period of one year from the placement of work order

Estimated Amount: ₹ **194250.00**

Time of Completion: 12 MONTHS

Earnest Money: Rs. 3890.00

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

“Tenderer should have experience in completing similar 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.
Similar work means up keeping and general maintenance of buildings/sheds etc or similar works like deploying of labours at different works
02. (a) All intending tenderer at the time of tender shall disclose all necessary documents proof of registration with ESI

Tenderers are required to furnish relevant documentary evidence in the above regard. In case of any non-conformity to the same, the concerned tenders would be liable to be rejected”.

- 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.

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 22/5/17(up to 12-noon) on payment of Rs. 300/= only per set (non-refundable) on production of valid Permanent Account No., VAT Registration Certificates /valid Labour License No. / ESI Act Registration, if necessary.

The tenders must be submitted by 3 P.M. on 23/5/17 and 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 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.

Superintending Engineer
(River Training)



Kolkata Port Trust
Office of the Superintending Engineer
(River Training)
51, Circular Garden Reach Road, Kolkata: 43.
Phone No: 2439 5778

No. RT/TN/17-18/0

Dated,

Messrs/Sri.....

Dear Sir(s),

Re: - Supply of daily labour at various sites of River Training Wing for carry out miscellaneous works for the period of one year from the placement of work order

You are invited to tender for the above 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 Rules, are requested to deposit with KoPT's Financial Advisor & Chief Accounts Officer a sum of Rs. 3890.00/- 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. In case of the tenderer who has already deposited a permanent security with the KoPT as per the rules, he shall be bound by the Clauses of General Conditions of Contract pertaining to Earnest Money and Security Deposits for Registered Contractors.
5. The rates quoted by the Contractor must be valid upto 120 days from the date of opening of the tender.
6. The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc (except Service Tax). and no extra payment, whatsoever will be entertained by the Trustees under any circumstances.
7. 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.
8. 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.

9. The tender duly filled in, totalled 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 9.5.2017 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.
10. **Service Tax, if leviable, will be paid extra by the Trustees at applicable rates. The bidder should not include Service Tax in his rates.** In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the **Central Excise/Service Tax Authority** for the service to be rendered and copy of the same shall be submitted to KoPT. Also the successful bidder shall have to submit documents regarding payment of Service Tax on demand from KoPT. However Service Tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by KoPT.
- 11 The Average Annual Financial turn over of the intending Tenderer during the last 03 (three) years ending 31st March of the previous financial Year should be at least 30% of the estimated amount put to tender.
- 12 All intending Tenderers shall furnish the details of P.F. Registration filing which their tender would be liable to be cancelled Certified copy of P.F. Registration is to be submitted along with the tender.

Yours faithfully,

Superintending Engineer
(River Training)



Kolkata Port Trust
Office of The Superintending Engineer
(River Training)
51, Circular Garden Reach Road, Kolkata: 43.
Phone No: 2439 5778

SPECIAL CONDITION

1. Contractors eligibility for participation in the tender:

(A) "Tenderer should have experience in completing similar 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: -

(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.

Similar work means up keeping and general maintenance of buildings/sheds etc or similar works like deploying of labours at different works.

(B) Registration under Employees Stated Insurance Corporation Act.

All intending tenderers need to have valid ESI registration and at the time of tender shall disclose all necessary documents regarding the same.

Tenderers are required to furnish relevant documentary evidence in the above regard during submission of his tender. In case of any non-conformity to the same, the concerned tenders would be liable to be rejected".

(C) (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.

2. Scope of work:

Supply of daily labour at various sites of River Training Wing for carry out miscellaneous works

3. Location of work: At various sites of River Training Wing for carry out miscellaneous works of Phalta, Nischintapur, Hooghly point, Diamond Harbour, Sagar island, Frazerung, Swarupgunj etc.

4. Contractor's responsibility for Workmanship:

The Contractor shall not be relieved from the responsibility of & workmanship even if it is supervised by KoPT Personnel during execution. All works should satisfaction of the Engineer-in-charge

5. Discrepancies in the contract documents:

(a) In case of any discrepancies in the tender documents due to printing mistake or others, the relevant clause of General condition of Contract shall apply and the decision of the Engineer-in-Charge is final & binding on the Contractor regarding interpretation of any clause/clauses.

6 Employment of Local Resources :

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

7 Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970

The contractor shall be required to comply with the Minimum Wages Act 1948, Employees Liability Act 1938, Industrial Dispute Act 1947 and the Contract Labour (Regulation and Abolition) Act 1970 or statutory amendments and the modifications thereof or 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 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 shall 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 business associates.

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 Licence 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.

8. Errors in 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.

9 Safety:

The Contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. 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.

10 Labour Regulation & Abolition Act.

The tenderer 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. . All payments to the workmen covered under M. W. Act, to be paid in presence of Official representative of KoPT.

It will be the duty of the tenderer abides by the provisions of the Acts, Ordinances, Rules, Byelaws, Procedures as are lawfully necessary in the execution of the works. The tenderer 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 tenderer 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.

11 (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

- 12 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
- 13 The Average Annual Financial turnover of the intending Tenderer during the last 03 (three) years ending 31ST March of the previous financial Year should be at least 30% of the estimated amount put to tender.
- 14 All intending Tenderers shall furnish the details of P.F. Registration filing which their tender would be liable to be cancelled Certified copy of P.F. Registration is to be submitted along with the tender

15. **EPFO and ESIC**

The Contractor shall have the registration with EPFO and ESIC. The EPF and ESI contribution on the part of employer in respect of this contract shall be paid by the contractor within his quoted rates. When asked for The Contractor will have to submit relevant documents regarding submission of EPF & ESI.

16. Service Tax, if leviable, will be paid extra by the Trustees at applicable rates. The bidder should not include Service Tax in his rates. In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the **Central Excise/Service Tax Authority** for the service to be rendered and copy of the same shall be submitted to KoPT. Also the successful bidder shall have to submit documents regarding payment of Service Tax on demand from KoPT. However Service Tax as applicable on the amount of liquidated damage as well as other recovery i.e. damage, penalty, land rent, etc. shall be deducted from contractors' bill at applicable rates and the same will not be reimbursed by KoPT.

17. Escalation Clause:

If during progress of the work current minimum wage as prescribed by appropriate statutory body (Central Govt/State Govt as the case may be) is enhanced then the same will be payable to the contractor through the formula below:

$E = (NW - OW) * 1.18.11$ (Considering 18.11% EPF & ESI Contribution)

E = Amount payable to the contractor.

When NW = New minimum wage

OW = Old minimum wage as prescribed in the BOQ of the tender

कोलकाता पत्तन न्यास
KOLKATA PORT TRUST
 सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
 वरिष्ठ कार्यकारी अभियंता, आर. टी का कार्यालय/
Superintending Engineer
 Office of R.T
 51 ,सि. जी. आर. रोड , कोलकाता -700043

Bill of Quantities

Supply of daily labour at various sites of River Training Wing for carry out miscellaneous works for the period of one year from the placement of work order

Sl. No	Description of item	Quantity	Rate Rs. P.	Unit	Amount Rs. P.
1	Supply of unskilled labour (8.00 AM to 5.00 Pm including 1 hr for recess)	500 nos	388.50 (Rupees three hundred eighty eight & paisa fifty only	per head	194250.00

Total Rs. 194250.00

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.....

[The rate quoted shall include all taxes and duties, ESI/EPF subscriptions etc. as applicable excluding Service Tax. Service Tax will be reimbursed by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act 1994.]

Maximum number of workmen likely to be engaged in days work..... Numbers

Permanent Income Tax A/C.No... ..

Time of completion.....

Signature of the Contractor.....

Name and address of the Contractor.....

.....

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

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

To

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.....
.....

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)

.....

Continued to P-2

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)

Address: _____

Occupation: _____

Name of the Tenderer : _____

Dated: _____

Address: _____

ANNEXURE – "C"

No:

Date:

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

Re: NIT No

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.
04. The VAT Registration Certificate.
05. I. T. PAN Certificate.
06. Copy of Labour Licence (if applicable).
07. Copy of Trade Licence (if applicable)
08. Service Tax Registration Certificate.

Enclo: As above.

Yours faithfully,

Signature of the Tenderer