

निविदा दस्तावेज़ /TENDER DOCUMENT
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता
Syama Prasad Mookerjee Port, Kolkata
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
अधीक्षण अभियंता , के. पी. डी. का कार्यालय/
Office of the Superintending Engineer (K.P.D.)
51, सि. जी. आर. रोड , कोलकाता -700043
E-mail id: nirmalya.b@kolkataporttrust.gov.in

E-Tender is invited from reliable, *bonafide, resourceful, experienced*, with required experience as per Prequalification criteria stipulated in the Tender Document for “**Rodent Control Treatment of all sheds of Dock-I (East & West) and Dock-II except Shed No 11 (Passenger Terminal), 6 & 4 (Dock-I West) for a period of one year from the placement of work Order.**”

कार्य का नाम: “शेड नंबर 11 (यात्री टर्मिनल), 6 और 4 (डॉक- I पश्चिम) को छोड़कर डॉक- I (पूर्व और पश्चिम) और डॉक- II के सभी शेडों का कृतक नियंत्रण उपचार कार्य आदेश की नियुक्ति से एक वर्ष की अवधि के लिए।” as per the attached Bill of Quantities. The Bid Document may be seen from kopt.enivida.in Portal. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://kopt.enivida.in> only.

SCHEDULE OF TENDER (SOT)

a. निविदा संख्या/TENDER NO.	SE/KP/22-23/011/D/13 DATED: 09.09.2022
b. निविदा का तरीका/MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through https://kopt.enivida.in) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Shyama Prasad Mookerjee Port, Kolkata.
c. ई-निविदा संख्या/E-Tender No.	
d. पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआई टी की तिथि/ Date of NIT available to parties to download	From 09.09.2022 to 29.09.2022. (Upto 14.00 hours)
e. प्री बीड मीटिंग की तिथि और समय/ Pre-Bid Meeting date & Time	There will be no Pre bid meeting
f. प्री बीड मीटिंग समापन तिथि और समय/ Pre –Bid Meeting closing date & Time	N/A
g. i) कार्य का अनुमानित लागत/Estimated Cost Of Work.	Rs. 18,90,000.00 (Rupees eighteen lakhs ninety thousand only)
ii) अग्रिमधन जमा राशि /Earnest Money Deposit	Rs.37,800.00 (Rupees thirty seven thousands eight hundred only.)
iii) निविदा दस्तावेज की कीमत/Bid Document fee	The intending bidders should submit the tender cost of Rs.590/- (Rupees Five hundred ninety) only (non-refundable) separately to KoPT as per NIT, otherwise their offer will be summarily rejected. (including 18% GST) Annexure –I

h. अग्रिमधन तथा निविदा दस्तावेज की कीमत को जमा करने की अंतिम तारीख/Last date of submission of EMD & Bid Document fee at Syama Prasad Mookerjee Port, Kolkata	29.09.2022 upto 15.00 Hrs.
i. ई-निविदा को ऑनलाइन जमा करने की प्रारम्भिक तिथि/ Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at CPP Portal https://eprocure.gov.in/eprocure/app	09.09.2022 (From 14.00 hours onwards)
j. ई-निविदा को ऑनलाइन जमा करने की अंतिम तिथि/ Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	29.09.2022 (Up to 3:00 P.M.)
k. ई-निविदा को खुलने की तिथि और समय/Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid. Date of opening of Part II i.e. price bid shall be informed separately	30.09.2022 (After 3:30 P.M.)

List of Annexures

Important Instructions for E- Tender	:- Annexure - A
Commercial Terms & Conditions	:- Annexure - B
Techno Commercial Bid (Cover-I)	:- Annexure - C
List of Scanned Documents required to be uploaded	:- Annexure - D
Price Bid (Cover-II)	:- Annexure - E
General Conditions of Contract	:- Annexure - F

Annexure-A

2.0 KOPT eNivida Special Instruction to Bidders

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e_www. <https://www.kolkataporttrust.gov.in/> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at: <https://kopt.enivida.in>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment** " available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID

/password and the password of the DSC / e-Token.

7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by KOPT.
3. Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using e-Nivida Portal:

- 3.0** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 3.1** Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288985/9355030620/8448288981

Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda". A declaration in this regard is to be made by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal

Annexure –B

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता
Syama Prasad Mookerjee Port, Kolkata
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
अधीक्षण अभियंता , के. पी. डी का कार्यालय/
Office of the Superintending Engineer (KPD.)
51,सि. जी. आर. रोड , कोलकाता -700043
E-mail id: nirmalya.b@kolkataporttrust.gov.in

Commercial Terms & Conditions

SL. NO.	TERMS
1.	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.
2.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
3.	EARNEST MONEY : As Per NIT
4.	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
5.	Scope of work: As per tender document.
6.	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
7.	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMPK, In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer , Shyama Prasad Mookerjee Port, Kolkata thereon shall be final and binding upon all parties.
8.	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract.
9.	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
10.	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
11.	Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.

12. Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Chief Engineer/**Superintending Engineer (KPD)** or his authorized representative at his office at 51 Circular Garden Reach Road, Kolkata 700043 in this regard. Noncompliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

13. VALIDITY :

The tender shall remain open for acceptance for a period of **04 months** from the date of opening of techno-commercial bid.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

14. NON- RESPONSIVE BIDDER :-

The offer/tender shall be treated as non-responsive, if it :

1. is not accompanied by requisite earnest money/ valid NSIC Registration Certificate /MSME Registration Certificate.
2. is not accompanied by requisite tender paper cost/ or valid NSIC/MSME Registration Certificate
3. validity of the offer is less than tender stipulation,
4. It does not meet the Qualification Criteria as stipulated in the NIT.
5. The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
6. is not accompanied with the photo copy of ESI, EPF & GST Registration,
7. if the tender is conditional.
8. if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc. The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

15. EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document and **Enlisted contractor of SMPK have to submit copies of TR as per latest CE's Circular.**

16. Performance Guarantee : Not Applicable

17. In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' apart from other actions.

18. PRICES: As per BOQ given in the tender document.

19. The bidder shall quote his price as per the Bill of Quantities in the Price bid.

20. The Bidder shall state clearly his quoted rates both in figure & word .

21. Orders may be placed in full/part to the lowest bidder.
22. Prices to be quoted should remain firm over the contract period.
23. All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
24. EVALUATION CRITERIA: As per relevant clause of Tender document.
25. PAYMENT: As per Tender document.
26. Location: As per Tender document.
27. Time of Completion: As per Tender document.
28. Work is to be carried out as per terms & condition of the contract document.
29. JURISDICTION OF COURT :
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
30. PERSONAL PROTECTIVE EQUIPMENT (PPE):
Contractor and their workmen including driver & helper must use PPE i.e. safety helmet etc. at the time of work inside the dock premises. For safety measure Cl. No.25, page-23 may be referred too.
31. Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
32. Price adjustment clause: As per Tender document.
33. Technical capacity: As stipulated in Tender document.
34. Financial capacity: As stipulated in Tender document.
35. DOCK PERMITS : As per tender document.

Besides the above conditions all other conditions as stated in in NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

Annexure –C

टेकनों कोमर्सियल बीड / Techno Commercial Bid

कार्य का नाम: "शेड नंबर 11 (यात्री टर्मिनल), 6 और 4 (डॉक- I पश्चिम) को छोड़कर डॉक- I (पूर्व और पश्चिम) और डॉक- II के सभी शेडों का कृतक नियंत्रण उपचार कार्य आदेश की नियुक्ति से एक वर्ष की अवधि के लिए।

Name of Work: Rodent Control Treatment of all sheds of Dock-I (East & West) and Dock-II except Shed No 11 (Passenger Terminal), 6 & 4 (Dock-I West) for a period of one year from the placement of work Order.

NOTICE INVITING TENDER

PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

1. The intending bidder must have successfully completed similar works like **Rodent Control/Pest Control Treatment of different types of buildings, sheds and offices** during the last 7 (seven) years ending last day of month previous to the one in which applications are invited and the experience should be either of the following:

Either (i) **03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender.

Or (ii) **02 (Two)** completed works each costing not less than **50 %** of the estimated amount put to tender.

Or (iii) **01 (One)** completed work costing not less than **80%** of the estimated amount put to tender.

2. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31-03-2022**, should be at least **30%** of the estimated amount put to tender.

3. Work experience as a sub-contractor **shall not be** considered as the requisite qualification.

OTHER INSTRUCTIONS: -

E-Tenderers are invited on two *Cover* basis (i.e. Part-I Techno Commercial Part I & - Part II Price Part) from resourceful, experienced and bonafide reputed bidders **registered/enlisted** with **Syama Prasad Mookerjee Port, Kolkata** with sound technical and financial capabilities for the above mentioned work at **Syama Prasad Mookerjee Port, Kolkata**.

Details of the Tender & Tender Documents are available in web site of e-procurement portal of Kolkata port trust and have to participate in bidding process through their website through <https://kopt.enivida.in> only.

Notification for issuance of any Addendum / Corrigendum to the tender document will be given only through kopt-enivida Portal website and the bidders are requested to check for the same at the website prior to submission of their offers.

E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.

Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

E-Tenderers will be received through kopt-enivida Portal up to 15:00 hrs. on the last date of submission **29.09.2022** and opening of tender specified above.

Part -I (Techno commercial part) of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.

Part -II (Price Part) of only technically & commercially qualified bidders will be opened at a same date under due intimation to all concerned.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

The tenderer shall submit certified copy of the Certificates of GST Registration No. and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q

EMD & cost of Tender Document to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Syama Prasad Mookerjee Port, Kolkata, payable at Kolkata, details to be uploaded along with the tender documents.

The intending tenderer should have valid registration against ESI & EPF issued by the competent authority, Copy of which is to be submitted along with the tender, failing which their offer will be considered as non responsive. **Once a Bid is submitted, it will not be allowed to be revised.**

SMPK reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof. The tenderer shall include in their prices sums payable as Taxes Particularly, Royalty or otherwise to the Government or Public Bodies or Individual and such taxes shall not be an extra charge payable by the Trustees except **GST** which will be paid extra'.

SITUATION.

The tenderer shall submit certified copy of the Certificates of Registration No. and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q

EMD & cost of Tender Document to be submitted through Bank Draft/Banker's Cheque/Demand Draft etc. in favour of Kolkata Port Trust, payable at Kolkata, and need to be physically submitted at Superintending Engineer (RT) office details to be uploaded along with the tender documents.

Once a Bid is submitted, it will not be allowed to be revised.

INSTRUCTIONS TO BIDDER

1.0 GENERAL

The work as described in the tender shall be executed at various site of RT section and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings (if any) & detailed Bill of Quantities. Location of the place of work should be inspected at the office of the **Superintending Engineer (KPD)** on any working day before quoting for the tender with prior appointment.

2.0 After opening of the Tender earnest money and cost of tender paper are to be physically deposited at the office of the Superintending Engineer (KPD), 51 C.G.R.Road Kolkata 700043 by vender's/contractor through Bank Draft/Banker's cheque / Demand Draft/Pay order etc in favour of **Syama Prasad Mookerjee Port, Kolkata** payable at Kolkata

2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

a) Name of remitting vendor/contractor :

b) Tender No. :

- c) Amount remitted :
- d) Date of remittance :
- e) Pay Order/Bank Draft No. :

2.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Pay Order/Bank Draft No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 A bid shall contain the following which are to be uploaded: -

- a) A signed declaration by the Tenderer that
 - i. The Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
 - ii. The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.
- c) In Volume-I, the un-priced "Abstract Form of Tender" & "Form Of Tender" (without price quoted) shall not only be signed and stamped by the Bidder, but must also be duly witnessed.
- d) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-II' in Volume-I of the tender document.
- e) Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**
- f) **Scanned copy of the following documents to be uploaded:-**
 - (i) GST registration certificate.
 - (ii) Valid Trade Licence
 - (iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.

- (iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- (v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- (vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.
- (vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria including the Schedule-T.
- (viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover **(i.e. 2019-2020, 2020-2021 and 2021-2022)** and **the same should be audited as per relevant norms wherever required.**
- (ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- (x) Certified copies of PAN Card.
- (xi) Original T.R. relating to Permanent Earnest Money Deposit.**
- (xii) Duly signed full Techno Commercial Part(Part-I) and Price Bid(Part-II)
- (xiii) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents
- (xiv) Last page of "Bill of Quantities" & "other form of Tender" duly filled up (without price quoted) shall be duly signed stamped by the bidder.

N.B.1. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

N.B.2. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action.**

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as aforesaid.

4.0 ACCEPTANCE OF TENDER:-

4.1 Syama Prasad Mookerjee, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender **in part or as a whole.**

4.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

5.0 MISCELLANEOUS:

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
 - (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
 - (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
 - (vi) Enlisted/registered contractor of KoPT will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by KoPT during registration to KoPT relating to **Permanent Security Deposit**
 - (vii) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in SMPK, but such a declaration is necessary in the interest of Trustees against any possible lapses.
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4.0 **SECURITY DEPOSIT:-**

- 4.1 For the successful Bidder security deposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract.
- 4.2 Refund of S.D or its forfeiture shall be after competition of work as per relevant clause of GCC.

5.0 **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.**

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

7.0 **DETAILED SCRUTINY OF E-TENDERERS :**

During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. Part-II of those bidders who meet the qualifying criteria of NIT shall be opened.

8.0 EVALUATION CRITERIA:-

During evaluation of Cover-II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the Trustees.

9.0 VALIDITY OF OFFER:-

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them

unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

10.1 Syama Prasad Mookerjee Port, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender **in part or as a whole**.

10.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

11.0 MISCELLANEOUS:

- (i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- (ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.
- (iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- (iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- (v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- (vi) Enlisted/registered contractor of SMPK will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by SMPK during registration to SMPK relating to **Permanent Security Deposit**
- (vii) The Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Contractors from working if their relatives are working in SMPK, but such a declaration is necessary in the interest of Trustees against any possible lapses.

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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Special Conditions of the Contract, Notice Inviting E-Tender, Instructions to Bidders, Specifications for Materials and Workmanship, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- Order letter.
- Bill of Quantities.
- Drawings.
- Particular Specifications of work.
- Special Conditions of Contract.
- General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, KoPT thereon shall be final and binding upon all parties.

3. SCOPE OF WORK:

The work comprises by the tenderer and having licence for carrying out this work (Rodent Control/Pest control Treatment) at different locations sheds of Dock-I (East & West) and Dock-II except Shed No 11 (Passenger Terminal), 6 & 4 (Dock-I West) for a period of one year from the placement of work Order. **Rodent control by applying appropriate method with proper dose/strength of various chemicals as per ISI specifications and Eco-friendly redenticides (organo chemical substance) through rat baiting and various fumigants of Phosphate compound base through fumigation. including all appurtenant works as described and set forth in the Bill of Quantities, Special Conditions of Contract, Technical Specifications of Works, Specification for Materials and Workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract and as per the direction and up to the satisfaction of the Engineer.**

The intending tenderer shall inspect the site of work in consultation with the Superintending Engineer (KPD) and acquaint himself with the nature of work before preparing his tender. His attention is drawn to **Clause No. 3.1 of the** General Condition of Contract in this regard. No excuse

on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

4. Location:

The work shall have to be executed at **SMPK Campus at Dock-I (East & West) and Dock-II except Shed No 11 (Passenger Terminal), 6 & 4 (Dock-I West) under K.P.D Division.**

5. ACCESS TO THE SITE:

- (a) By Road: Circular Garden Reach Road, Kidderpore,
- (b) By Rail: Nearest Kidderpure Railway station.

6. WORK SITE:

The tenderer must visit the work sites and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact **Superintending Engineer, (R.T.), 51, Circular Garden Reach Road, Kolkata 700043** to make the site inspection along with his representative.

7. INSPECTION OF SITE:

The Bidder should inspect the sites of work and thoroughly familiarise himself with the nature and extent of the work, site conditions and location etc. before submission of the tender. He may contact the **Superintending Engineer (KPD)** at his office at **51, Circular Garden Reach Road, Kolkata 700 043** for collecting information about the site before submission of the tender. No excuse or claim, whatsoever, shall be entertained afterwards on ignorance of the site conditions, extent of the work or any other parameter related to the scope of the work.

8. SITE CONDITION & METHOD OF WORK:

The work shall have to be executed for Rodent control by applying appropriate method with proper dose/strength of various chemicals as per ISI specifications and Eco-friendly rodenticides (organo chemical substance) through rat baiting and various fumigants of Phosphate compound base through fumigation. including all appurtenant works area at Kidderpure, Kolkata-23 of Syama Prasad Mookerjee Port as mentioned above and as detailed in the Scope of Work & B.O.Q.

The contractor shall take adequate measures to execute the work successfully with due regard to the condition of the site, location, access etc. as detailed above and all such costs which have any direct or indirect bearing on the work shall have to be considered in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc.) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

9. WORKING PERIOD:

Normally the work will be carried out between **8.00 A.M. to 5.00P.M.** on the Trustees' working days only. However, the tenderer should note that he may be required to carry out the job on Sundays, holidays, after normal working hours or even at night time in addition to the normal working hours on no extra payment as per terms and conditions of the contract and extant rules.

10. SUFFICIENCY OF TENDER:

- i) All data / information as furnished herein or inspected and / or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for proper execution of the work.
- iii) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the Trustees' sanctioned schedule of rates /special rates that is/was in vogue at the time of estimating for the subject work, will prevail over the rate misprinted in B.O.Q.

11. PARTICULARS OF EXISTING WORKS:

Such information as may have been given in the specification as to the existing features and works other than those now under construction as part of "Shyama Prasad Mookerjee Port, Kolkata" given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

12. Programme and Progress:

The contractor shall submit a detailed programme of work within **7 [seven]** days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme, the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained as per relevant clause(s) of the GCC.

13. Responsibility of the Contract for methodology of works:

- i) The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars whenever he is directed to do so.
- ii) The Contractor, if directed, shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution of each item of the work supported by necessary details.

- iii) Approval , for the Drawings and sketches, if necessary, including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

14. MATERIAL:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer. The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

15. Quality Control:

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

16. Sampling and Testing of Construction Material:

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer. The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost. The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipment's or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipment's etc. shall be borne by the Contractor.

17. SPECIFICATIONS/ CODES AND STANDARDS:

All works under this contract will be executed according to the Trustees' Specification for works. 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 any other International Code of Practice/ CPWD specifications 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 Engineer or his representative at site at his own cost and without any additional reimbursement.

18. TEMPORARY WORKS:

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing, lighting, watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

19. PLANT & CONSTRUCTIONAL EQUIPMENTS:

The contractor shall supply his tools, plants and constructional equipment's within his quoted rates. A list of plant as intended to be employed by the tenderer in this construction must be furnished with full details along with the tender.

20. SETTING OUT OF WORK AND INITIAL MEASUREMENTS:

The Engineer shall only provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer. The Contractor shall provide at his own expense all necessary instruments, staff and labour for any initial, intermediate or post work survey, as may be required or directed, arrange to prepare report thereof and submit that to the Engineer in the approved format, for successful execution of the work or measurement purpose.

The Contractor shall also be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

21. FORWARDING OF MATERIALS:

The contractor shall have to forward any useable/ saleable materials that may be found during the process of execution of the work to the Trustees' Sales yard or any other site/ godown, as may be directed, including labourers, transportation, loading, unloading all complete as per the direction of the Engineer or his representative at site. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.

22. PARTICULARS OF EXISTING WORKS:

Such information as may be given in the specification as to the existing features and works other than those now under construction as part of "Kolkata Port Trust" given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

23. SAFETY MEASURES:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990 and Safety Officer of the Trustees or Safety Inspectors shall be provided all facilities for inspection of the works, tools, plant, machineries, equipment's etc. wherever so required. The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipment's, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment's to be available at site in proper condition.

The contractor shall provide PPE's (Personal Protective Equipment's) such as helmet, safety shoe, etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves and overalls for painting works, mixing and handling materials etc , as directed by the Engineer.

All safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes.

Use of hoisting machines and tackles including their attachments, construction tools, machineries and equipment's shall comply with the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

The successful Tenderer shall also ensure that –

- (i) No damage is caused to plants and vegetation's unless the same is required for execution of the project, for which explicit prior approval of the Authority shall have to be taken.
- (ii) The work shall not pollute any source of water / land / air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- (iii) His office & labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably. The Contractor shall also have to strictly ensure that no where within the site of works there is any accumulation/stagnation of water which may result into breeding of mosquito.

24. POWER SUPPLY:

The Contractor will have to make his own arrangements for supply as may be required for the work.

25. WATER:

The Contractor shall have to arrange for supply of water both for drinking and for construction purposes at his own cost.

26. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and hazardous materials, all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

27. PROTECTION OF EXISTING SERVICES:

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the roads/entrances/passages clear if the same are being used by the laborers.

The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the

contractor shall make good the same and 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 account/final bills, for which Engineer's decision shall be final and binding.

28. 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.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMP Kolkata stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour unless provided for in the BOQ and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

29. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

30. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

In case of any discrepancy found in any part of the tender document, the Engineer's decision on this matter shall be final and binding and the Tenderers attention is drawn to clause 4.3 of the General Conditions of Contract in this respect.

31. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (2014), Govt. of West Bengal and analysed rate. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

32. ON ACCOUNT PAYMENT:

On account payment to the Contractor may be released from time to time at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the **Superintending Engineer (KPD)** with necessary documents in original. Subject to the availability and feasibility of the system, SMPK may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of SMPK.

33. ESCALATION / VARIATION ON PRICES:

No Escalation/variation on the prices on any account will be considered for adjustment/payment.

34. TIME OF COMPLETION

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respect within **12 (Twelve) Months** including preliminary time from the date of placement of work order.

35. Contract Price:

The "**Contract Price**" for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees' as provided for in the Contract.

36. HOLIDAY OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labourers, if necessary or directed by the engineer.

37. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, 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. Minimum rate of payment to the labourers for any given time should be equal to the minimum wages fixed by Chief Labour Commissioner (Central) or the minimum wages fixed by Govt. of West Bengal, during that period, whichever is higher.

It will be the duty of the contractor to abide by the provisions of the Acts, 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 Trustees 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 SMPK against payment to be made or for the non-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 labourers in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A , within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

38. COMPLIANCE WITH E.P.F & E.S.I ACT:

The successful contractor will have to comply with provisions of **EPF & MP Act –1952, Employees’ State Insurance Act-1948** & Employees State Insurance (Amendment) Act, 1989 (along with amendments, if any), issued from time to time and as applicable to him.

If asked for by the Engineer, the contractor shall be required to submit photocopies of all payment challans of both employees’ and employer’s contributions deposited towards this acts and produce the originals for verification to the representative of the Engineer, i.e. **Superintending Engineer (KPD)**.

39. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law, including but not limited to –

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers’ Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen’s Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.

- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act 1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation of Employment & Conditions Of Service) Act, 1979.
- p) Motor Vehicle Act, latest revision.

40. TAXES & DUTIES: -

The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc. (**except GST**) payable to Government or any other concern and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.

GST, if others, will be paid extra by the Trustees as applicable. The bidder should not include GST in his rates.

41. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between SMPK and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the Trustees' General Conditions of Contract.

42. CALCUTTA PORT TRUST:

The expression "**CALCUTTA PORT TRUST**" and "**KOLKATA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**".

43. CLARIFICATION OF BIDS:

To assist in the examination and comparison of Tenders, SMPK at its discretion, may ask any Tenderer for clarification of his Tender, including breakdown of unit rates or analysis for his quoted rate as may be applicable. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by SMPK in the evaluation of the Tenders.

No Tenderer shall contact SMPK on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of SMPK, he should do so in writing.

Any effort by the Tenderer to influence the SMPK Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

44. WORKMEN AND WAGES:

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative.

The contractor shall have to engage sufficient number of technically qualified and skilled persons to supervise and execute the work **and this should be mentioned in the "Schedule-T" of the Contract.**

45. DISPARITY IN QUOTED RATE/AMOUNT:

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.

46. Rate for payment against extra item.

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; including surcharge in force at the time of acceptance of the tender, if any adopted by the Trustees with due regard to the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the SMPK Schedule of Rates, then the Special Rates will be prepared as follows:-

(i) The rate of payment of work involving labour & material shall be fixed on the following basis.

- a) Cost of materials consumed including transport and wastage, plus
- b) Cost of labour actually engaged in the works, plus
- c) Taxes and Duties as applicable, plus
- d) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

(ii) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

(iv) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

47. BANK GUARANTEE IN LIEU OF CASH SECURITY DEPOSIT:

Security deposit shall be recovered from the On A/C. Bill as per **Clause – 3.4 and 3.5 of General Conditions of Contract.** However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context **Clause 3.6 of G.C.C.** may be referred to.

48. MEASURES AGAINST POLLUTION:

The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

The contractor shall have to abide by all the rules and regulations of Kolkata Port Trust or issued by any other competent authority from time to time in this regard without any extra cost to the KoPT.

49. 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.

SCHEDULE T**Annexure-C (Contd)**

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता

SYAMA PRASAD MOOKERJEE PORT, KOLKATA**CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder
The Time Of Submission Of Tender Offer)****(To be submitted with Cover-I of Offer) Bidders must fill in the under noted columns.**

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

(To be submitted with Cover-I of Offer) Annexure-C(Contd)
SCHEDULE 'O' SHEET – 1

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

1) Name of Company

2) Address of its present registered office.

3) Date of its incorporation

4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated.

5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company.

6) Copies of Memorandum, Articles of Association (with the latest amendments, if any).

7) Copies of audited balance sheets of the Company for the last two years.

B) In case of a firm -

1) Name and address of the firm. :

2) When business started :

3) If registered a certified copy of certificate of registration. :

4) A certified copy of the Deed of Partnership :

5) Full name and address of each of the partners : and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated.

6) Whether the firm pays income tax over Rs.10, 000/- per year :

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

- 1) Full name and address of the Bidder any :
special particulars of the Bidder if desired to
be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder carries on business in his :
own name or any other name.
- 4) When business was started and by whom. :
- 5) Whether any other person is interested in :
the business directly or indirectly, if so, name
and address etc. of such persons and the
nature of such interest.
- 6) Whether the Bidder pays Income Tax over :
Rs.10, 000/- per year.

Dated:

(Full signature of Bidder)

Proforma of Performance certificate/credential of works)
 [To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

ANNEXURE – D

DOCUMENTS TO BE UPLOADED ALONG WITH COVER –I

Scanned copy of the following documents to be uploaded:-

- ii) Valid Trade Licence.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI GST Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Volume-I) of the tender document.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Copies of balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years **(i.e. 2019-2020, 2020-2021 and 2021-2022)** and **the same should be audited as per relevant norms wherever required.**
- ix) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.
- x) EMD & Cost of Tender documents.
- xi) Original T.R. relating to Permanent Earnest Money Deposit.
- xii) Duly signed full Techno Commercial Part(Part-I) and Price Bid(Part-II)
- xiii) Certified copies of PAN Card
- xiv) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents
- xiv) GST Registration Certificate (Mandatory)

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,
SCANNED AND UPLOADED]**

Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document

Ref. No.....

Dated:

The Chief Engineer,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda.

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

Annexure –E

निविदा दस्तावेज़ /TENDER DOCUMENT
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता
Syama Prasad Mookerjee Port, Kolkata
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
अधीक्षण अभियंता, के. पी. डी. का कार्यालय/
Office of the Superintending Engineer (K.P.D.)
51, सि. जी. आर. रोड , कोलकाता -700043
E-mail id: nirmalya.b@kolkataporttrust.gov.in

NIT No. SE/KP/22-23/011/D/13

DATED: 09.09.2022

NOTE: Last Date of Download of tender documents
29.09.2022
(up to 1400 hours)

Tender is due for submission by 30.09.2022 upto
3:00 P.M.

PRICE BID (PART-II)

श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता
Syama Prasad Mookerjee Port, Kolkata
सिविल इंजीनियरिंग विभाग/ Civil Engineering Department
अधीक्षण अभियंता , के. पी. डी. का कार्यालय /
Office of the Superintending Engineer (KPD.)
51,सि. जी. आर. रोड , कोलकाता -700043
E-mail id: nirmalya.b@kolkataporttrust.gov.in

BILL OF QUANTITIES

कार्य का नाम: "शेड नंबर 11 (यात्री टर्मिनल), 6 और 4 (डॉक- I पश्चिम) को छोड़कर डॉक- I (पूर्व और पश्चिम) और डॉक- II के सभी शेडों का कृतक नियंत्रण उपचार कार्य आदेश की नियुक्ति से एक वर्ष की अवधि के लिए। Name of Work: "Rodent Control Treatment of all sheds of Dock-I (East & West) and Dock-II except Shed No 11 (Passenger Terminal), 6 & 4 (Dock-I West) for a period of one year from the placement of work Order."					
Sl.No	Description	Qty	Rate	Unit	Amount
1	Rodent control by applying appropriate method with proper dose/strength of various chemicals as per ISI specifications and Eco-friendly rodenticides (organo chemical substance) through rat baiting and various fumigants of Phosphite compound base through fumigation.	14,00,000.00	1.35	Per Sqm	18,90,000.00
	Total amount =Rs				18,90,000.00

(Rupees eighteen lakhs ninety thousand only)

BF Rs. 18,90,000.00

Tenderer to fill up the following [score out which is not applicable]

(a).....%	}	<u>price not to be quoted here</u>
(in figures)		
.....Percent		
(in words)		Below par (-) Rs.
(b).....	At par	
(c).....%	}	Above par (+) Rs.
(in figures)		
.....Percent		
(in words)		
Total Tendered Amount: Rs. _____		

Total tendered amount (in words).....
.....

[The rate quoted shall include all taxes and duties, ESI/EPF subscriptions etc. as applicable excluding GST
GST will be reimbursed by KoPT as stated in the tender documents

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

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

Time of Competition

Date:

(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted / stated
above are to be carried over to Form of Tender attached]

Witness: -

(Name in block letters)

Address

Occupation:

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Chief Engineer,
Shyama Prasad Mookherjee Port, Kolkata

I/We _____
_having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the 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 **12 (Twelve) months** / weeks 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, Drawing and Special & 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. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

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' Manager (Finance), HDC, 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.

Dated:

(Signature of Bidder with Seal)

WITNESS :			
Signature :		Name of the Bidder :	
Name : (In Block Letters)		Address :	
Address :			
Occupation			