



## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



**Tender Notice No.: 705/NSD/16**

**Dated: 03.08.2015.**

Name of Work:	<b>Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.</b>
Estimated Amount:	<b>Rs. 5,17,698.20 p.</b>
Earnest Money:	<b>Rs. 10,400.00 p.</b>
Cost of Tender Papers:	<b>Rs. 600.00 p.</b>
Time of Completion:	<b>3 (three) months from the date of placement of order.</b>
Last date of Purchase of Tender Documents:	<b>01.09.2015 (up to 12 noon).</b>
Date of Submission:	<b>02.09.2015 up to 3:00 P.M. at the Office of the Senior Executive Engineer (NSD). Details may be obtained from the Kolkata Port Trust website <a href="http://www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>.</b>
Tender Authority:	<b>Senior Executive Engineer, N.S. Dock, Kolkata Port Trust, 51, C.G.R. Road, Kolkata – 700043.</b>

**वरिष्ठ कार्यकारी अभियंता (एन. एस. डी.)**

**Sr. Executive Engineer, N.S. Dock.**



## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

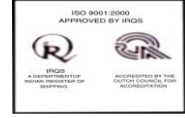
सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

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दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



**Tender Notice No.: 705/NSD/16**

**Dated: 03.08.2015.**

Sealed tenders are invited from resourceful, experienced and bonafide Registered Contractors of KoPT for the subject work as per following Prequalification Criteria:

A) The Tenderer should have experience in **Thorough repairs to bituminous roads** and have successfully completed similar works during last 7 (seven) years ending last day of month previous to the one in which applications are being invited & should be any of the following:

1. Three similar\*\* completed works costing not less than the amount equal to 40% of the estimated cost put to tender.
2. Two similar\*\* completed works costing not less than the amount equal to 50% of the estimated cost put to tender.
3. One similar\*\* completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

B) The intending tenderer should have average Annual Financial turnover during the last **3 years** (ending **31<sup>st</sup> March** of the previous financial year) of at least 30% of the estimated amount put to tender.

[\*\*Similar works means Thorough repairs to bituminous roads.]

Name of Work : **Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.**

Estimated Amount : **Rs. 5,17,698.20 p.**

Earnest Money : **Rs. 10,400.00 p.**

Time of Completion : **3 (three) months from the date of placement of order.**

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12 noon on **01.09.2015** on payment of **Rs. 600.00** only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) before 12 noon on **01.09.2015**.

The tenders must be submitted along with copy of VAT, ESI & EPF Registration Certificate, IT PAN Card, Trade Licence, Annual Financial Turnover and Valid Labour License No. (as applicable) and documentary evidence in support of Prequalification criteria as mentioned above by 3:00 P.M. on **02.09.2015** fulfilling conditions of Para above or **Clause No. 5** of the covering page of tender documents as per KoPT website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). Tenders will be opened shortly after 3:00 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 3:00 P.M. on the next working day, and will be opened shortly after 3:00 P.M. on the same day. All other conditions shall remain the same.

**वरिष्ठ कार्यकारी अभियंता (एन. एस. डी.)**

Sr. Executive Engineer, N.S. Dock.



**कोलकाता पत्तन न्यास**  
**KOLKATA PORT TRUST**

सिविल इंजीनियरिंग विभाग / Civil Engineering Department  
वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय  
Office of the Senior Executive Engineer, N.S. Dock  
51, सि. जी. आर. रोड , कोलकाता - 700043  
दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



**Tender Notice No.: 705/NSD/16 dated 03.08.2015**

**Tender for: Repair and renovation of damaged R.C.C. slab, steel structures and roofing including plastic water storage tanks and G.I. pipe lines including fittings as necessary at the roof of Subhas Bhavan (NSD).**

**Note: Last Date of Purchase of  
Tender Documents is 01.09.2015 (up to 12 noon)**

**Tender is due for submission by 3:00 P.M.  
on 02.09.2015.**

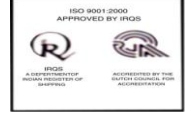
**PRICE BID**

Dated: \_\_\_\_\_.  
51, C.G.R. Road,  
Kolkata - 700043.

वरिष्ठ कार्यकारी अभियंता (एन. एस. डी.)  
Sr. Executive Engineer, N.S. Dock



## कोलकाता पत्तन न्यास KOLKATA PORT TRUST



सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन.एस.डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड, कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356

**Tender for: Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.**

### **PREAMBLE TO THE BILL OF QUANTITIES**

1. The Bill of Quantities shall be read in conjunction with Special Conditions of Contract, Preamble to the Bill of Quantities, General Conditions of Contract, Form of Tender and the Agreement.
2. General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.
3. The Prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.
4. Where separate items such as mobilization, demobilization, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.
5. Without affecting the generality of the foregoing provisions, the Prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the following:
  - a. The provision, storage, transport, handling, use, distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
  - b. The provision and maintenance of all his staff and labour and their payments, accommodation, transport, taxes and other requirements.
  - c. Setting out including the location and preservation of survey markers, measurement and supervision.
  - d. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
  - e. All First Aid, Welfare and Safety requirements.
  - f. Damage caused to the works, plants, materials and consumable stores caused by weather.
  - g. Licence, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.

6. The quantities given in the Bill of Quantities are estimated only and are given to provide a basis for comparison of tenders. Payment to the Contractor shall be made on the basis of prices and rates quoted in the tender for measured quantities of the work done by him. It must be clearly understood that this is a quoted rate tender at percentage Above par / At par / Below par as the case may be on estimated amount and not a lump sum one. The quantities of work required to be carried out by the Contractor may vary.
7. The Contractor should be held responsible for the safe custody of materials, Machinery, etc. at site procured by him or issued to him by the Trustees.

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## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S.Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



E.E.O. No.: 17/NSD dated 26.06.2014

Allocation: 077/771/743

**Name of work: Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.**

#### BILL OF QUANTITIES

It. No.	Description of work	Qty.	Rate.		Unit	Amount	
			Rs.	P.		Rs.	P.
1.	Providing and applying tack coat using Cationic bituminous emulsion of approved grade conforming to IS: 8887-1978, over prepared surface including cleaning of surface with mechanical broom, moistening the surface, applying tack coat including cost and carriage of emulsion, hire charges of machineries and labour, cost of fuel and lubricants all complete as per specification and direction of the Engineer-in-Charge. Over black topped surface @ 3.0 kg / 10 sq. m. By manual means.	2700.00	13.15	(thirteen and paisa fifteen only)	Sq. m.	35,505.00	
2.	Repairing pot-holes and making up small depressions with ramming or power rolling including screening, cleaning chips or metals and washing, drying as necessary and heating the chips or metal where necessary, cutting pot holes to regular shapes with vertical edges, cleaning the disintegrated materials, heating matrix and applying tack coat (including sides), finishing the top of repaired surface levelled with adjoining area, including cost and carriage of stone aggregates and matrix, excluding cost of applying tack coat.	2.00	3894.88	(Rupees three thousand eight hundred ninety four and paisa eighty eight only)	Cu. m.	7,789.76	

	With premixed chips or Bajrees with 54 kg of 60/70 grade bitumen (VG-30) per Cu. M. of loose net volume of stone chips using concrete mixer machine. (The payment is to be made on the basis of loose net volume of stone materials consumed in the work). Using Mobile Hot Mix Plant (Light duty).				
3.	Laying Bituminous Macadam of specific grade by Mobile Hot Mix Plant (Light Duty) using approved aggregates conforming to specified grading and 60/70 grade (VG-30) bitumen on prepared surface, screening and cleaning the aggregates, pre-mixing, preparing a uniform and quality mix, carrying the hot premixed materials by means of approved and suitable arrangements, spreading the mixed materials at specified laying temperature over the surface by means of suitable arrangements, tamping and finishing the mix to specified grade, line and cross section, thorough rolling with suitable power roller for breakdown, intermediate and finished rolling as per specification, hand packing and pinning to give an even surface complete including hire charges, fuel and lubricants of Mobile Hot Mix Plant (Light Duty) and all other machineries and equipment, quality control as per IRC specification excluding cost of applying tack coat. In Profile Corrective Course using 3.0% binder content by weight of total mix.	15.00	4,927.86 (Rupees four thousand nine hundred twenty seven and paisa eighty six only)	Cu. m.	73,917.90
4.	Providing and laying 20 mm thick Open Graded Premixed Carpet using 13.2 mm (@ 0.018 Cu. m / Sq. m.) and 11.2 mm (@ 0.009 Cu. m. / Sq. m.) size stone aggregates, including thorough cleaning of the surface, applying tack coat, screening, cleaning and preheating stone chips and fully pre-coating the same with matrix of 60/70 grade (VG - 30) bitumen @ 54 kg per Cu. M. of aggregates laying the premixed chips uniformly over the surface, hand packing, thoroughly rolling by power roller, including the cost and carriage of stone chips and matrix,	2600.00	108.29 (Rupees one hundred eight and paisa twenty-nine only)	Sq. m.	2,81,554.00



	heating the matrix and all other cost and charges in this connection including hire charges and cost of fuel and lubricants of machineries and equipment for construction and quality control as per IRC specification complete excluding cost of applying tack coat. Using Mobile HPM (Light duty).				
5.	Laying Premixed Seal Coat (Type-B) with approved quality sand / grit @ 0.6 Cu. M. / 100 Sq. m. and 60/70 grade (VG-30) hot bitumen binder on thoroughly cleaned black top surface coated with tack coat, including heating and mixing cleaned sand / grit (100% passing through 2.36 mm sieve and retained on 180 micron sieve) uniformly with hot binder (@ 113.5 Kg per Cu. M. of grit or sand and suitable pan / Mobile Hot Mix Plant (Light duty), laying and spreading the mix at an uniform rate using suitable means, brushing the surface, if necessary, to ensure uniformity, followed by rolling with power roller including the cost and carriage of binder and aggregates, cost of heating the binder and aggregates and all other incidental charges, cost of fuel lubricants, including hire charges of machineries, tools & plants required for construction and quality control complete excluding cost of applying tack coat. Using Mobile Hot Mix Plant (Light duty).	2600.00	41.82 (Rupees forty one and paisa eighty two only)	Sq. m.	1,08,732.00
6.	Dressing and chilchalling road flanks including cutting and filling with earth up to 150 mm average thickness finished with outward cross-grade of 1 in 30.	600.00	5.00 (five only)	Sq. m.	3,000.00
7.	Removal of rubbish, earth, etc., from the working site and disposal of the same beyond the compound in conformity with the Municipal / Corporation Rules for such disposal, loading into trucks and cleaning the site in all respects as per direction of the Engineer – in – Charge.	50.00	143.99 (Rupees one hundred forty three and paisa ninety nine only)	Cu. m.	7,199.50
<b>Total ..... Rs.:</b>					<b>5,17,698.20</b>

B.F. from previous page

Rs. 5,17,698.20 p.

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

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

.....  
(in words)

2) At par

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

..... Rs.

(in words)

Total amount in words: Rupees .....

**(The rate quoted shall include all taxes & duties 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).**

T.R. No. & Date:

Permanent Income Tax A/c. No. :

VAT Clearance Certificate No.:

Dated the            day of

Signature of the tenderer

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

CONTRACT NO. ....

To

.....

.....

I/We.....

of.....

having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **3 (three) months** from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

**THE TOTAL AMOUNT OF TENDER Rs.....**

**(Rupees in words).....**

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

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

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

Signature of Tenderer  
(Seal of the Tenderer)

Witness:

Signature \_\_\_\_\_

Name

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

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_



## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



## Tender Notice No.: 705/NSD/16 dated 03.08.2015

Note: Last Date of Purchase of  
Tender Documents is 01.09.2015 (up to 12 noon)

Tender is due for submission by 3:00 P.M.  
on 02.09.2015.

### TECHNO - COMMERCIAL BID

Tender for: Thorough repairs to the road inside the periphery of Subhas  
Bhavan under N.S. Dock.

Dated: \_\_\_\_\_.  
51, C.G.R. Road,  
Kolkata - 700043.

वरिष्ठ कार्यकारी अभियंता (एन. एस. डी.)  
Sr. Executive Engineer, N.S. Dock



## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



NIT No. 705/NSD/16

Dated: 03.08.2015.

Re.: Tender for

**Name of work: Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.**

Sealed tenders are invited from bona fide, resourceful, experienced and reputed Contractors as well as Registered Contractors of KoPT for the subject work of estimated amount of **Rs. 5,17,698.20 p. (approx.)** as per following Prequalification Criteria at **Percentage Above Par / At Par / Below Par on estimated rates / amount as shown in the Bill of Quantities** in accordance with this **Notice Inviting Tender**, the **General Conditions of Contract**, enclosed **Instructions to Tenderers**, **Special Conditions of Contract**, **Technical Specifications** for this work and **Bill of Quantities** for this particular contract.

**Essential Pre-qualification Criteria:**

Tenderer should have successfully completed similar works like **Thorough repairs to bituminous roads** during the last **7 (seven) years** ending last day of the month previous to the one in which applications are invited and should be any of the following:

- a) **Three similar completed works** costing not less than the amount equal to **40%** of the estimated cost put to tender.
  - b) **Two similar completed works** costing not less than the amount equal to **50%** of the estimated cost put to tender.
  - c) **One similar completed work** costing not less than the amount equal to **80%** of the estimated cost put to tender.
- B) The intending tenderer should have average Annual Financial turnover during the last **3 years** (ending **31<sup>st</sup> March** of the previous financial year) of at least **30%** of the estimated amount put to tender.
- C) Work experience as a sub – contractor or supply contractor shall not be considered as requisite qualifications.
2. a. Both Enlisted Contractors as well as outside Contractors can participate in the subject tender, if they fulfil the prequalification criteria as mentioned above.
- b. Each tenderer shall have to deposit a sum of **Rs. 10,400.00 p. (Rupees Seventeen thousand three hundred only)** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order** drawn in favour of **"KOLKATA PORT TRUST"** on any Schedule Bank payable at Kolkata without which no tender will be considered. The original Bankers' Cheque / Demand Draft / Pay Order should be submitted together with the sealed tender in a separate envelope. Only those tenders submitted along with the Earnest Money shall be opened.

c. In case of a tenderer who has already deposited a Permanent Security with the KoPT under the new rules, he shall be bound by the Clauses of the General Conditions of the Contract pertaining to Earnest Money and Security Deposits for Registered Contractors.

d. The tenderers, who are tendering beyond their financial limit as per their class of enlistment with KoPT, as per New Rules, are requested to deposit a sum of **Rs. 10,400.00 p.** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order** in favour of **"KOLKATA PORT TRUST" on any Schedule Bank payable at Kolkata** together with the sealed tender in a separate envelope.

3. The amount of Earnest Money will be refunded or released to the unsuccessful tenderer **without interest** after the selection of a successful tenderer and in the case of the successful tenderer, this amount will be adjusted against the Security Deposit. If any tenderer withdraws his tender before **4 (four) months** from the date of opening of the tender (Techno-commercial bid), the Earnest Money Deposit will be forfeited by the Trustees.
4. It is impressed upon the tenderer that his tender should be based on the Conditions stipulated in the tender document and that the tenderer should not stipulate his own condition in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tenders and it will be difficult to make assessment of the correct value of the tenders for purposes of comparison. In that event tender may be considered incomplete and may be rejected.
5. Materials, except departmental materials if any, required for the work shall be procured and supplied by the successful tenderer and shall be of the best and approved quality and should comply with the relevant I.S. / I.R.C./ MOST or other relevant Specifications.
6. The tenderer must fill in **Schedule 'O'** with full particulars of similar works carried out by them previously and submit in **Schedule 'T'** the details of technical set up of the Company and the technical Personnel who should be looking after the works.
7. The tenderer shall include in their prices sums payable as Taxes Particularly, VAT, Royalty or otherwise to the Government or Public Bodies or Individual (**except Service Tax**) and such taxes shall not be an extra charge payable by the Trustees'.
8. 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. However, Service Tax will be deducted at applicable rates fixed by the Government from time to time on the amount of recoveries like L.D., damage, penalty, land rent, electricity charges, etc., from the Contractor's bill.
9.
  - i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
  - ii) In case they are covered under ESI Act they have to furnish the details of registration, failing which their tender would be liable to be cancelled.
  - iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an **affidavit in original affirmed before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs. 10.00 p.** to that effect as per enclosed KoPT approved format. (Format of affidavit is enclosed at the end of the techno-commercial Bid). Regarding submission of Affidavit, **the stamp paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit.** The bidder may purchase stamp-paper prior to the publication of tender but **the Affidavit must be sworn after the date of hoisting / publication of NIT.**

- iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth **Rs. 50.00**. (Format of indemnity Bond is enclosed at the end of the Techno - commercial Bid).
  - v) The intending tenderer shall have to submit the copy of the valid E.P.F. registration certificate failing which their tender would be liable to be cancelled.
  - vi) The intending tenderer shall have to submit the copy of his valid Trade Licence.
10. The intending tenderer should submit performance certificate / credential of works as per the enclosed Proforma of KoPT. (Format of performance certificate / credential of works is enclosed at the end of the Techno-commercial Bid).
  11. The tenderer shall submit a certified copy of the Certificate of VAT Registration and also declare their Permanent Income Tax Account No. in the last page of the B.O.Q.
  12. The successful tenderer shall be required to execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within a month from the date of placement of Work Order. He is required to submit **6 (six) copies** of all documents, correspondence and connected papers, etc., as detailed in the **Form of Contract Agreement** prepared on **Non-Judicial Stamp Paper** of requisite denominations all at his own cost.
  13. The tenders [Both Techno Commercial Bid & Price Bid] shall be submitted in sealed covers superscribed with the name of the work to the Chief Engineer's Office, Kolkata Port Trust, 15, Strand Road, Kolkata - 700 001, by 3:00 P.M. on **02.09.2015**. After that no tender will be accepted. **Last date of purchase of Tender documents on 01.09.2015 [up to 12 Noon]**.
  14. Among the duly submitted proper tenders, only the **Techno-Commercial Bid** would be opened at the office of the undersigned **shortly after 3:00 P.M. on 02.09.2015**. Date of opening of the Price Bid of the pre-qualified bidder will be intimated later on. If any tenderer or his duly authorised representative wishes to be present at the time of opening of the tenders, he may do so. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, Holidays, etc., on that day, the tenders may be submitted by 3:00 P.M. on the next working day and will be opened shortly thereafter.
  15. The undersigned does not bind to accept the lowest or any offer / tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.
  16. Tender documents shall be issued from the **Office of the Senior Executive Engineer (NSD) at 51, C.G.R. Road, Kolkata-700 043**. The Tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer at 15, Strand Road, Kolkata - 700 001 a sum of **Rs. 600.00 p. [non-refundable]** towards the cost of tender documents.
  17. Tenderer may also submit the tender by downloading it from the web site of Kolkata Port Trust. In that case, the bidding party shall have to pay the amount of **Rs. 600.00 p. [non-refundable]** towards the cost of bid document **by draft or Bankers' Cheque** drawn in favour of **"KOLKATA PORT TRUST"** at the time of submission of tender documents.
  18. The tender shall be submitted in one sealed envelope superscribing the name of the work which shall contain three sealed envelopes, **Marked - A, Marked - B and Marked - C** stating clearly in the top envelope that envelope contains **3 (three) envelopes Marked A, B and C separately in sealed condition**.

19. The corrections and remarks shall be either typewritten or must be in ink and duly authenticated.
20. 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.**

21. The **sealed envelope Marked – A** shall contain:

- a) Demand Draft / Pay Order against Earnest Money Deposit in original and TR / Money Receipt / Demand Draft / Pay Order towards cost of tender documents.
- b) If downloaded from Website, Demand Draft / Pay Order against Earnest Money Deposit in original and Demand Draft / Pay Order towards cost of tender documents.

The **sealed envelope Marked – B {Techno-commercial Bid}** shall contain:

- a) The Techno commercial Bid duly signed and sealed on every page with duly filled in 'Schedule –T' and 'Schedule- O' of Techno commercial Bid without any price bid therein.
- b) The General Conditions of Contract of KoPT duly signed and sealed on every page.
- c) Certified copies of the documents in support of experience / performance certificate / credential of works as stated in Pre-Qualification criteria vide Clause No.1 (A) & 9 above.
- d) Certified copies of PAN Card.
- e) Certified copies of Certificates for VAT Registration.
- f) Certified copies of ESI Registration Certificates or the original copy of Affidavit and Indemnity Bond as per Clause No. 9 above.
- g) Last three years Balance Sheet and Profit & Loss account in support of Annual Financial turnover as per Clause No. 1 (B) above.
- h) Certified copies of E.P.F. Registration Certificate.
- i) Copy of valid Trade Licence.

The **sealed envelope Marked-C [Price Bid]** shall contain:

- a) Preamble to Bill of Quantities.
- b) The Bill of Quantities duly filled in.
- c) The Form of Tender duly filled in as enclosed in the tender document.
- d) All the pages of Price Bid should be duly signed and sealed.

**Enclo:** Instructions to Tenderer, Scope of Work & Special Conditions of Contract, Technical Specifications of Contract, Schedule 'O' and Schedule 'T', Format of Indemnity Bond, Format of Affidavit.

}

Techno – Commercial Bid

Preamble to Bill of Quantities and Bill of Quantities, Price Bid, Form of Tender.

}

Price Bid

Sd/-

वरिष्ठ कार्यकारी अभियंता (एन. एस. डी.)  
Senior Executive Engineer, N.S. Dock.





## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



**Tender for: Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.**

#### **INSTRUCTIONS TO TENDERERS**

1. The subject work is required to be carried out with high degree of precision, supervision, quality control and construction techniques. The tenderers are, therefore, required to go through all the provisions of the tender document including **Special Conditions / Instructions** and **Bill of Quantities** before filling the tender. In the event of contradiction between either of the two documents; **Special Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supersede **General Specifications**.
2. The tenderers shall inspect the site and its neighbourhood and acquaint themselves with actual working condition. Accessibility of the site, source of water and electricity, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the tender. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the **Senior Executive Engineer (NSD)** at his office at **51, C.G.R. Road, Kolkata - 700 043**, during office hours.
3. Tenderers' attention is drawn to **Clause 3.4, 3.5, 3.6** of the **General Conditions of Contract** regarding **Earnest Money** and **Security Deposit** prescribed in the tender and **Clause 8.0** regarding **Delay/ Extension of time/ Liquidated Damage/ Termination of Contract**.
4. The Tender / Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender (Techno-commercial bid).
5. The Engineer reserves the right to delete any item of work or introduce any new item during execution of work, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Technical Specification** or introduce any new modification for any particular item of work or for the scheme as a whole during execution of work.
6. The tenderer is to work out his rates at **Percentage above par / below par / at par basis** taking into account the full details of works.
7. The tenderer must fill in the **Form of Tender**.
8. **Taxes and Duties:**

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

## **9. Rate for payment against extra Items:**

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 Rates; otherwise,

(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. (iii) 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.

## **10. Working Period:**

Normally the work will be carried out between 8:00 A.M. to 5:00 P.M. on the Trustees' working days only. However, the tendered should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work if permitted by Competent Authority. The tenderer should include in his rates the cost, if any, involved on those accounts.

## **11. Time of Completion:**

The work is required to be completed within **3 (three) months** from the date of placement of Work order / LOI.

## **12. Escalation:**

No escalation variations on the prices of labour, materials and POL will be entertained and thus the rate should be quoted with due consideration of the same.

## **13. Suspension of Work / Idle Time:**

The matter shall be decided by the Clauses as stipulated in the **General Conditions of Contract vide Clause No. 5.11 and other relevant Clauses in this respect**. No idle charges on any account like labour and establishment whatsoever due to any reason thereof will be entertained by the Trustees.

## **14. Water:**

- i) Water required for construction work will have to be arranged by the Tenderer at their own cost.
- ii) KoPT will arrange to provide a source of supply for drinking water at a suitable point free of cost from where the contractor may draw a line for purpose of drinking water only. Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.
- iii) In any case Dock water will not be allowed to be used for any work including curing.

## **15. Power Supply:**

If possible a supply of power shall be made available at required points on payment of usual charges to the Trustees' as per the KoPT Rules. However, it is to be noted that in the event of KoPT fails to make available supply of powers, the Contractor shall have to make his own arrangement for the supply of power at no extra cost to the Trustees'.

**16. On A/c. Payments for measurement work:**

Tenderers attention is drawn to **Clause 6** of the **General Conditions of Contract** on the relevant subject. The Engineer shall hold sole discretion as regards to release of on A/c. Payment.

- 17.** The successful tenderer will be required to comply with the relevant provisions of Building and other constructions 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 Constructions Workers' Welfare Cess Act, 1996 and the rules framed thereunder.
- 18.** 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 by the appropriate authority. Other statutory deductions will also be made as applicable at the time of payment.
- 19.** 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.
- 20.** 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.
- 21.** The work is to be carried out without causing any hindrance to the operational work of other departments in the area where the work is to be carried out. The tenderer will provide in his rate due allowance for precautionary measures as well as for any possible interruption due to traffic operation.
- 22.** Bidder shall not use 'White Ink' for correction at any place of the tender paper.
- 23.** Non-conformation to the instruction at Point No. 22 above shall be treated as nonresponsive and hence, may disqualify the tender.
- 24.** The invitation for Bids is open to all eligible bidders meeting the eligibility criteria (Prequalification criteria) as defined in **Clause No. 1** above.

**25. Clarification of Bids:**

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. 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 conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders. No Tenderer shall contact the Employer 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 the Employer, he should do so in writing. Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender. No conditional tender will be accepted.

## SCOPE OF WORK

The work comprises of:

1. Dismantling old damaged R.C.C. slab.
2. Construction of new R.C.C. slab for placing water tanks.
3. Replacement of existing damaged plastic water tanks by new plastic water tanks.
4. Replacement and fixing of existing worn out 2<sup>nd</sup>. hand 90 lbs. rails by fresh rails.
5. Providing, fitting & fixing steel section / members as required.
6. Painting to steel work.
7. Replacement of damaged asbestos roofing by providing and fixing new C.G.I. sheets.
8. Taking out and refixing existing G.I. pipes &
9. Providing new G.I. pipes of different diameter including fittings.

The work shall be carried out as described above and as set forth in the **Bill of Quantities**, the **Special Conditions of Contract**, the **Technical Specification of Works** & the **Specification for Materials & Workmanship** with all additional or varied works which may thereafter be required in accordance with **Clause No. 7 of the 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 the work in consultation with the **Senior Executive Engineer (NSD)** and acquaint himself with the nature of the work before preparing his tender. His attention is drawn to **Clause No. 3.1 of the General Conditions of Contract** in this regard. No excuse regarding ignorance of the site conditions, availability of space for storing materials, difficulty in approaches to the site, etc., will be entertained.

Unless otherwise specified, the work to be executed by the Contractor shall include but not be limited to the following:

- a. Provision all materials, supervision, services, scaffolding, shoring, strutting, form work, reinforcements, vibrators, other tools and plants, transporting, water supply, temporary drainage, dewatering of surface, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes, etc., by the Contractor.
- b. Preparation and submission for review and assessment to the Engineer Working Drawings showing how the work is actually going to be done including storage of materials, fencing, etc., as well as the sequence of construction and all other details as may be required by the Engineer.
- c. Exercising Rigid Quality Control in execution of the work and carrying out sampling, testing and furnishing the results to the Engineer for checking the quality of construction materials and the quality of work done.
- d. Carrying out the work in a phased manner as per the availability of the site so that normal day – to – day activities are not affected for which any claim for extra payment will not be entertained.

\* \* \* \* \*

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. General:**

Except where otherwise stated or approved by the Engineer, Relevant Indian Standard Specifications (latest edition), Road Congress Specifications (latest edition) shall be complied with in respect of materials, workmanship and method of measurement etc. The Special Condition of Contract are part of the tender documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, General specification for materials and workmanship, drawing, Bill of Quantities and other instructions to the tenderer herein in the tender document forming part of the contract.

### **2. Project Information:**

- i) Owner: **KOLKATA PORT TRUST.**
- ii) Title: **Thorough repairs to the road inside the periphery of Subhas Bhavan under N.S. Dock.**
- iii) Location: **Subhas Bhavan under N.S. Dock.**
- iv) Road access: **Through C.G.R. Road.**

### **3. Work Site:**

The work site is located at **Subhas Bhavan under N.S. Dock**. Tenderer must visit the work site 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 Senior Executive Engineer (NSD) at his office at 51, C.G.R. Road, Kolkata - 700043 for site inspection along with his representative.

### **4. Sufficiency of Tender:**

- i) The tender drawings and 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 the proper construction, completion, commissioning and maintenance of the work.
- iii) In case the rate of any particular item is printed erroneously in B.O.Q., the rate stated in the KoPT Schedule of Rates will prevail over the rate misprinted in B.O.Q.
- iv) The essential prequalification criteria of a contract should be determined by the financial capacity and experience of the tenderer.

### **5. Responsibility of the Contractor 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 thereof as he may require from time to time.
- ii) The Contractor 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.

**6. 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:

**a) Sampling and Testing of Construction Materials:**

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer.

**b) Sampling and Testing of work at various stages of construction:**

Essentially to be carried out in the field, unless permitted otherwise by the Engineer.

**7. Setting out of work and initial measurements:**

The Engineer shall 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 the checking of the survey. The Contractor shall 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.

**8. Method of Measurement:**

The Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.

**9. Codes and Standards:**

All works under this specification will be executed according to the spirit of this technical specification. Whenever the details are not specifically covered in the Specifications, relevant provisions in the latest revision and / or replacements of the Indian Road Congress (IRC) / Indian Standard (IS) Specifications and International Code of Practice will be followed. The Contractor shall have to procure copies of such codes/standards for ready reference of his own Technical personnel as well as the Trustees' Engineers at site at his own cost and without any additional reimbursement.

**10. Materials & Workmanship:**

All materials, unless otherwise mentioned, shall have to be procured by the successful tenderer and supplied for incorporation in the permanent and temporary works or elsewhere as required, all at his own cost, superintendence and management. All materials and workmanship shall be the best if the respective kinds described in the contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the engineer may direct at the place of manufacture or fabrication or on the site or at all or any of such places, including any approved testing laboratory.

**11. Safety:**

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Dock safety regulations shall be strictly observed and safety officers of the KoPT accorded all facilities for inspection of the Works, Plants & Equipment, etc., whenever so required. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipment, means of access or any other aspect. The contractor shall provide all necessary first aid measures, rescue and lifesaving 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. The Contractor shall provide lights and signals at his own cost. Lights shall be so placed or screened so as not to interfere with any navigational light or signal or other marking.

**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.

**13. 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.

**14. 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 Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain

necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

**15. 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 entrance passage clear if the same are being used by the labourers. 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 for his running bill for which Engineer's decision shall be final and binding.

**16. 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 KoPT stores / yards, dispose of the debris / dismantled unserviceable materials beyond the port area all at his own expense by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

**17. Contractor to execute Contract Agreement:**

The contractor after acceptance of his tender, shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost. The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners.

The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement.

The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost. The successful contractor shall be required to keep close co-ordination and liaison with the Traffic Manager's Department and the Chief Mechanical Engineer's Department while executing the works. The Senior Executive Engineer in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned Senior Executive Engineer of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The Senior Executive Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him. In



cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Senior Executive Engineer should be informed promptly.

**18. Discrepancies in Contract Documents:**

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of discrepancies; the **Specifications and Bill of Quantities** shall prevail over **signed drawings, Bill of Quantities** over the **Specifications, Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**. The Engineer's decision on this matter however, shall be final and binding and the Tenderer's attention is drawn to **Clause 4.3** of the **General Conditions of Contract** in this respect. The execution of work shall conform minutely to the approved and assigned drawings and specification and any other details drawings which shall be provided/duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

**19. Employment of Local Resources:**

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers, labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment, etc., shall be submitted to the Engineer periodically or as and when called for.

**20. Calcutta Port Trust:**

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

**21. 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.**

**22. Defect Liability Period:**

The defect liability period for the work is 1 (one) year from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost **within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction** failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 ¼% departmental charges will be recovered from the security deposit or any other dues of the contractor.

**23. Port Area Obligations:**

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractor's plants, vehicles, materials, and staff in the area. Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "**Restricted Area**". The contractor shall suitably fence the area that may be allotted to him inside the "**Bonded Area**" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies. The contractor shall, abide by all the regulations and rules of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the KoPT.

**24. 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 the **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 General Conditions of Contract. In this context, **Clause 3.6** of the **General Conditions of Contract** may be referred to.

**25. Dewatering:**

If water is met due to seepage, subsoil water, rain or other causes, it shall be removed by the contractor by suitable diversions, pumping or bailing out and the excavated and prepared surfaces of each layer shall be kept dry as directed by the Engineer. No extra payment will be made for such dewatering.

**26. Test Equipment:**

The Contractor shall provide at his own cost all necessary equipment and all necessary facilities for such testing which by the nature of work will have to be done at Site. It may be noted that the equipment are to be provided and testing carried out as per direction of the Engineer without any reservation and at the cost and expenses of the Contractor. Except otherwise stated in the Bill of Quantities any other testing of materials or workmanship desired by the Engineer shall have to be carried out by the Contractor at his own cost.

**27. Materials and Testing:**

The contractor shall make his own arrangement for supplying all materials at site. Materials supplied by the contractor shall essentially conform to the relevant Indian Standard. Materials thus supplied shall be subject to testing by the Engineer at his discretion. Contractor shall make all arrangement for collection of samples, transportation of such samples and depositing them with the test laboratory as directed by the Engineer and also to deposit with the necessary laboratory charges for testing. Cost of such testing will be entirely borne by the contractor unless otherwise stated in the B.O.Q. In the event of material being found substandard, the contractor shall arrange for immediate removal of such materials from the work site at his cost.

**28. Dock Permit:**

For works inside the Docks, Dock permit required for men, materials, vehicles and equipment, etc., are to be procured by the successful tenderer **free of cost** as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge of **Rs. 5.00 p.** will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by KoPT.

**29. Measures against pollution:**

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

**30. The work has to be carried out in an operational zone:**

The tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

**31. Unless otherwise mentioned, all the dismantled materials having sale value/which are re-usable should be forwarded to the departmental store /sales yard/other sites by the successful tenderer**

at his own cost by engaging transports, labours, loading, unloading and stacking the materials all complete as per instructions / directions of Engineer-in-Charge and no extra cost will be entertained for this.

**32. Service Tax on Recoveries:**

As KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under 'Reverse Charge Mechanism' as per Service Tax Law. The service provider is liable to recover Service Tax as applicable. Reimbursement of Service Tax will be made to the contractor by KoPT on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994.

However the contractor is liable to pay the Service Tax element at applicable Govt. rate fixed by the government time to time against L.D, damaged, penalty, land rent, electricity charges, etc., same will be deducted from his bill when sent to the Finance Department for payment.

**33. Exemption from payment of Cost of Tender Documents & Earnest Money:**

Micro and Small Enterprise firms registered with the National Small Industries Corporation (under single point registration scheme) shall be exempted from payment of the cost of Tender Documents and depositing Earnest Money, for which a certified copy of valid National Small Industries Corporation certificate is to be attached.

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## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, एन. एस. डी. का कार्यालय

Office of the Senior Executive Engineer, N.S. Dock

51, सि. जी. आर. रोड , कोलकाता - 700043

दूरभाष / Phone: 2439 - 7912, विस्तार / Extension: 354, 356



### SCHEDULE "T"

The tenderer shall submit below the particulars of the Technical set – up of the Company and also indicate the Technical Personnel who will be looking after the works.

Name of Technical Personnel	Position held	Qualification	Period of Service with the Company

Dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Full Signature of the Tenderer)



## कोलकाता पत्तन न्यास

### KOLKATA PORT TRUST

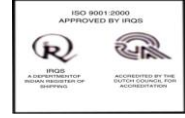
सिविल इंजीनियरिंग विभाग / Civil Engineering Department

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### SCHEDULE "O"

Tenderers must fill in the table below:

Sl. No.	Full Particulars of similar works carried out by the tenderer	Amount of the work (Rs.)	Completion Time as stated in the tender	Actual Completion Time	Name & Address of the Authorities for whom the work was carried out	Name & Address to whom references can be made

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Full Signature of the Tenderer)

## SCHEDULE “O” - Sheet 2

The tenderers are also requested to furnish the following particulars:

**(A) In case of a Limited Company:**

1. Name of the 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 regarding the directors to be stated, if desired)	
5. Name, address and other necessary particulars as to 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 3 (three) years	

**(B) In case of a Firm:**

1. Name & Address of the Firm	
2. When the business was started	
3. If registered, a certified copy of the Certificate of Registration	
4. Certified copy of the Deed of Partnership	
5. Full name and address of each of the Partners & the interest of each of the Partners in the Partnership (Any special particulars regarding the Partners to be stated, if desired)	
6. Whether the firm pays Income Tax over Rs. 10,000/- per year	
7. Copies of audited Balance Sheets of the Company for the last 3 (three) years	

**(C) In case of an Individual:**

1. Full Name & Address of the Tenderer	
2. Name of the Father of the Tenderer	
3. Whether the Tenderer carries on business in his own name or any other name	
4. When the business was started and by whom	
5. Whether any other person is interested in the business directly or indirectly. If so, the Name, Address, etc., of such persons and the nature of such interest	
6. Whether the firm pays Income Tax over Rs. 10,000/- per year	
7. Copies of audited Balance Sheets of the Company for the last 3 (three) years	

Dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Full Signature of the Tenderer)

**PROFORMA OF PERFORMANCE CERTIFICATE / CREDENTIAL OF WORKS**

**TO WHOM IT MAY CONCERN**

1.	Name of the Certifying Authority:	
2.	Name of the Work :	
3.	Name of the Contractor :	
4.	Scheduled Date of Commencement of the work: Scheduled Date of Completion of the work: (As per the Work Order)	
5.	Date of Actual Commencement of the work:  Date of Actual Completion of the work:	
6.	If there is time over run, whether delay is due to the Contractor (Yes / No): If Yes, to what extent the delay is attributable to the Contractor :	
7.	a ) Sanctioned Tender Value :  b ) Actual Value of Work executed :	
8.	Quality of Work (Excellent / Satisfactory / Poor):	
9.	Remarks (If any):	



**[FORMAT OF AFFIDAVIT]**

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

**BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_**

**AFFIDAVIT**

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

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

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

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the **Clause No. \_\_\_\_\_** of the **Tender No. \_\_\_\_\_** issued by the Kolkata Port Trust in respect of the work  
“ \_\_\_\_\_ ”  
\_\_\_\_\_.

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

Deponent

Identified by

**[FORMAT OF INDEMNITY BOND]**

**On Rupees Fifty Non - Judicial Stamp Paper**

**INDEMNITY BOND**

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

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

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. \_\_\_\_\_ dated \_\_\_\_\_.

4. AND the Contractor hereunder agree to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents. In WITNESS WHEREOF I, ....., the Partner / Proprietor / Director..... hereto set and seal this the ..... Day of ..... in the year .....at .....

Signature of the Indemnifier

**SURETIES:**

1.           Signature:  
              Name:  
              Address:

2.           Signature:  
              Name:  
              Address:

**WITNESSES:**

1.           Signature:  
              Name:  
              Address: