



## KOLKATA PORT TRUST

### कोलकाता पत्तन न्यास

OFFICE OF THE CHIEF MEDICAL OFFICER

Centenary Hospital, Medical Dept.

1, Diamond Harbour Road, Kolkata - 700 053

Ph: (033) 2401-4507/8735/2778, (033) 2409-3001

Telefax : (033) 2401- 4503, Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in),

E-mail : [cmo@Kolkataporttrust.gov.in](mailto:cmo@Kolkataporttrust.gov.in)

#### TENDER FOR COMPREHENSIVE JOB CONTRACT FOR PEST & RODENT CONTROL AT THE CENTENARY HOSPITAL OF KOLKATA PORT TRUST.

TENDER NO. MED / PR / ADVT / 308/ 19-21/ 975

Date: 04/09/ 2019

Sealed Single part( Techno-commercial bid+ Price bid)Tenders are invited from bona fide and experienced Service Providers / Contractors fulfilling eligibility criteria mentioned below, to execute and fulfill "Comprehensive Job Contract of Pest and Rodent Control at the entire 1<sup>st</sup> and Part of 2<sup>nd</sup> Floor of the Centenary Hospital of Kolkata Port Trust on Two years Rate Contract basis" as per "Schedule of Services" as specified in this tender and in accordance with the **General and Special Conditions of Contract**.

#### 1. TENTATIVE CALENDAR OF TENDERING PROCESS:

1	Publication of Purchase Notice in Newspapers	09/ 09 / 2019
2	KoPT Website hosting the NIT	On and from 09 / 09 / 2019
3	Sale of Tender Document	On and from 09 / 09 / 2019
4	Pre-bid Meeting	19 / 09 / 2019 (at 11.00 hrs)
5	Last Date of Sale of Tender Document	10/ 10/ 2019 (upto 14.00 hrs)
6	Last Date of Submission of Tender	10 / 10 / 2019(upto 15.00 hrs)
7	Opening of Cover-I & II (Techno-Commercial Bid + Price bid)	10 / 10 / 2019 (at 15.30hrs)

Note : 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

#### 2. COST AND AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) or Central Public Procurement Portal [www.eProcurement.gov.in](http://www.eProcurement.gov.in) for which the bidder must submit along with the 'Techno-Commercial Bid' an Banker's Cheque / Demand Draft worth Rs.300.00 drawn in favour of 'Kolkata Port Trust' and payable at Kolkata.

#### 3. ELIGIBILITY TO BID:

In order to be eligible to submit bid, the intending bidder will have to submit Self attested photocopies of the following documents:-

(1) Trade License,



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- (2) GST Registration Certificate
- (3) PAN / TAN,
- 4) Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on **31<sup>st</sup> March 2018**
- (5) Financial Statement showing average annual financial turnover during the last 3 years ending **31<sup>st</sup> March 2018** being at least **0.37 lac**.
- (6) Experience of having three or two or one completed similar work contract carried out satisfactorily during the last seven years ending on **March 2018** costing not less than the amount as mentioned below:
  - (i) Contract value Rs. **0.50 lacs** each in case of three contracts or,
  - (ii) Contract value Rs. **0.62 lacs** each in case of two contracts or,
  - (iii) Contract value Rs. **1.00 lacs** each in case of one contract.

The satisfactory work experience should be substantiated by producing Certificate of Execution issued by the authority in their own letter head wherein similar work was carried out satisfactorily.

- (7) List of WHO approved Chemicals to be used for performing Pest and Rodent Control are to be stated.
  - (8) ESI Registration No.
  - (9) EPF A/c. No.
- 10.a1) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- 10.a2) 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.
- 10.a3) 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 not less than Rs. 10/- to that effect as per enclosed KoPT approved format. (Format of affidavit is enclosed at the end of the techno-commercial bid as per **Appendix- B**).



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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 Affidavit must be sworn in after the date of hoisting / publication of NIT.

10.a4) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident inflicted to his labourer in a Non-Judicial Stamp Paper worth Rs. 50.00 (Format of Indemnity Bond is enclosed at the end of the Techno-Commercial Bid as per **Appendix- C**).

10b) All intending tenderer shall have to furnish the details of EPF Registration failing which their tender would be liable to be cancelled. If they do not have the said Registration an Affidavit to this effect on a Non-Judicial Stamp Paper worth not less than Rs. 10/- has to be submitted by the bidder in the prescribed format as per **Appendix - D**.

Regarding submission of said 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 Affidavit must be sworn after the date of hoisting / publication of NIT.

- **SSI Units registered with NSIC under single point registration scheme for the tendered out item will be exempted from deposit of the Cost of Tender document on submission of valid supporting document(s).**

Note:

1. "similar works" means carrying out the Job of Pest & Rodent Control Services to Govt./ Private institutions (preferably medical institutions).

4. **PRE-BID MEETING:**

A pre-bid meeting will be held at the Centenary Hospital on **19/ 09 / 2019** at 11 AM.

5. **INSTRUCTIONS TO BIDDER:**

5.1 The tender document is not transferable and shall be submitted in the name of the Person / Firm / Corporation in whose name the tender document was issued. No Bidder is allowed to submit more than one TENDER.

5.2 **Power of Attorney:** Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the Bidder. Notarised Power of Attorney on non-judicial stamp paper accompanying the offer shall indicate such authorization which should be enclosed in Cover-1.

5.3 **Each page** of the NIT (**Page 1 to 22**) must be signed with seal and date by the authorized



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signatory of the bidder and must be submitted along with the tender.

- 5.4** Tender for the above work should be submitted in accordance with the Schedule of Quantities as specified in this tender and in accordance with the special conditions of contract. The **Special Conditions of Contract** mentioned herein under shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**.
- 5.5** Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be distributed to each intending bidder.
- 5.6** **Earnest Money:** An amount of **Rs. 2496/- (Rupees Two Thousand four Hundred ninety six only)** should be deposited in Cash as Earnest Money with the Treasurer of Trustees' of Kolkata Port Trust at 15, Strand Road, Kolkata - 700 001. The self attested photo copy of the TR issued by the Treasurer of the Trustees' in favour of the Bidder must be submitted in Cover-I. Bidder downloaded the Tender documents from KoPT's website or the outstation Firm/s participated in the tender may deposit the Earnest Money by DD / Bankers Cheque drawn in favour of " Kolkata Port Trust " payable in Kolkata and should be attached along with the Techno-Commercial documents. (Cover - I). After the award of the contract the Earnest Money will be refunded without interest on application to all unsuccessful Bidders who have submitted bona-fide bids. The Earnest Money of the successful Bidder shall be returned only after deposit of Security Money and Commence of Work against the Contract as per the terms of the NIT.
- Tenders not accompanied with Earnest Money as described shall be summarily rejected as non-responsive. Bidders registered with DGS&D and SSI Units registered with NSIC under single point registration scheme will be exempted from payment of Earnest Money deposit on submission of valid supporting document(s).**
- 5.7** **Site Visit:** The intending bidder may also visit the site at its own expense, prior to submission of tender for assessing the total area & the job requirement under consideration for the above contract with the prior permission from the Chief Medical Officer. No clarification will be made to the intending bidders after this and the decision of the Chief Medical Officer, Kolkata Port Trust shall be final in this regard.



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5.8 The Trustees' will not recognize any assignment or endorsement in favour of third party of any order arising out of this tender.

5.9 The issuing authority reserves the right to ACCEPT / REJECT any or all tenders without assigning any reason whatsoever.

5.10. Tender Submission Procedure:

THE TENDER must be submitted in **TWO PARTS** in **TWO SEPARATE SEALED COVERS** as follows:

**COVER-I :** To be superscribed as "Techno-Commercial Bid for Comprehensive Job Contract of Pest and Rodent Control at the entire 1<sup>st</sup> and Part of 2<sup>nd</sup> Floor of the Centenary Hospital of Kolkata Port Trust on Two years Rate Contract basis - Tender No. MED / PR / ADVT / 308/ 19-21/ 975 Dated 04 / 09/ 2019" will contain:

- 1) Company Particulars (as per Appendix 'A'),
- 2) Copy of Treasury Receipt or Banker's Cheque / Demand Draft of Rs. 300/- as proof of deposit of Cost of Tender Document.
- 3) Copy of Treasury Receipt or Banker's Cheque / Demand Draft of Rs. 2496/- as proof of deposit of Earnest Money
- 4) Power of Attorney (Clause 5.2)
- 5) The complete NIT (Page 1 to 22) duly signed (with seal and date) by the authorized signatory of the bidder on each page (Clause 5.3)
- 6) Techno- Commercial Specifications "Schedule of Service" (as per Appendix 'E')
- 7) Performance Certificate (s) along with Job Completion Certificate (s) from other user (s)/client (s)

**COVER-II:** To be superscribed as "Price Bid for Comprehensive Job Contract of Pest and Rodent Control at the entire 1<sup>st</sup> and Part of 2<sup>nd</sup> Floor of the Centenary Hospital of Kolkata Port Trust on Two years Rate Contract basis - Tender No. MED / PR / ADVT / 308/ 19-21 / 975 Dated 04 / 09 / 2019" will contain:

- (i) Only Price Bid as per Appendix 'G'. (Page - 21)

These **TWO SEALED COVERS** should then be put together in a **BIG ENVELOPE**, duly sealed and





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superscribed "TENDER FOR COMPREHENSIVE JOB CONTRACT FOR PEST & RODENT CONTROL AT THE ENTIRE 1<sup>ST</sup> & 2<sup>ND</sup> FLOOR OF THE CENTENARY HOSPITAL OF KOLKATA PORT TRUST ON TWO YEARS RATE CONTRACT BASIS - TENDER NO. MED / PR / ADVT / 308/ 19-21 / 975 Dated 04 / 09 / 2019" and to be sent to the Office of the Chief Medical Officer, Centenary Hospital, 1, Diamond Harbour Road, Kolkata-700053 alternatively the Sealed Tender may also be dropped in the 'Tender Box', kept at the Administrative Office of the Centenary Hospital (located near Majherhat Bridge / Kolkata Mint) between 09 / 9 / 2019 and 10 / 10 / 2019 (both days inclusive) from 10 AM to 3.00 PM on all working days excluding Saturdays and Sundays.

All envelopes (Cover-I, Cover-II and the Big Envelop containing Cover - I & II) should bear the Name, Address and Telephone / e- mail id. of the firms submitting the tender.

**5.11 Last Date of Submission:** Sealed Tenders must reach the Office of the Chief Medical Officer, Kolkata Port Trust latest by 15.00 hrs. on 10 / 10 / 2019 after which no tender shall be accepted.

**5.12 Opening of Tender:**

COVER-I& II of the Tender shall be OPENED at 15.30 hrs. on 10 / 10 / 2019 at the Centenary Hospital in presence of representatives of the intending bidders. One authorized representative of each bidder may be present at the time of opening of Cover-I & II. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder.

#### **: SPECIAL CONDITIONS OF THE CONTRACT :**

1. **FORMAT AND SIGNING OF TENDER:** The original tender format and accompanying documents must be filled up in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. All pages of the offer shall be initialed by the person or persons signing the offer. The name and position held by each person signing must be typed or printed or sealed below the signature.

The tender shall contain no interlinear, erasers or overwriting except as necessary to correct the errors made by the Bidder in which case such corrections shall be initialed by the person / persons signing the offer.

The Tender document is not transferable. No Bidder is allowed to submit more than one



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TENDER.

2. **DEADLINE FOR SUBMISSION OF TENDERS** : The tender along with all requisites documents as per NIT must be submitted with the office of the Chief Medical Officer at Centenary Hospital, Kolkata Port Trust at 1, Diamond Harbour Road, Kolkata - 700 053, before 3.00 p.m., on **10/ 10/ 2019**. Any tender received after expiry of the stipulated time will not be considered as a valid tender.

Any tender received after the deadline for submission of tender as specified in the NIT will stand reject and will be returned un-opened to the Bidder on request.

3. **WITHDRAWAL OF TENDER**: Withdrawal of tender / offer in the interval between the closing date for submission of tender and the expiry of the period of its validity specified in the NIT will result in forfeiture of Earnest Money.

4. **CANCELLATION OF TENDER**: The Chief Medical Officer, KoPT reserves the right of accepting or rejecting any offer partially or wholly without assigning any reason thereto.

5. **REJECTION OF TENDER DOCUMENTS**: Bidder is expected to examine the Tender documents including all Instruction Forms, Terms & Conditions and Technical Specifications in Tender documents. Failure to furnish the requisites information as per the NIT or submission of tender not substantially responsive to the tender Documents in every respect may result in the rejection of the tender.

6. **AMENDMENT OF TENDER DOCUMENTS**:

a) At any time prior to the deadline for submission of tenders, the Chief Medical Officer for any reason whether at his own initiative or in response to a clarification required by a prospective Bidders may modify the Tender Documents and the same shall be part of the Tender Documents and will be notified by publication in the KoPT website and Newspaper and will be binding on the prospective Bidders.

7. **OPENING OF TENDERS**:

a) The Chief Medical Officer or his authorized representative will open the Tender in presence of the Bidder's representative on **10 / 10/ 2019 at 3.30 P.M.**, in the office of the Chief Medical Officer of Centenary Hospital at Centenary Hospital, 1, Diamond Harbour Road, Kolkata - 700 053, West Bengal, India.

b) The respondent firms may send their Authorised Representative at the time of Opening of



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the Price Bids of the Tender with proper Authorisation Letter and Office Seal.

- c) To assist in the examination, evaluation and comparison of tenders, Chief Medical Officer may at his discretion, ask the Bidder for a clarification of their offer. All responses to requests for clarification shall be in writing and no change in the price or substance of the tender shall be permitted.

#### **8. SCOPE OF SERVICES:**

**To Provide:** Pest Control and Rodent Control Services are to be provided to eradicate Silverfish, Ants, Crockroaches, Rats, Mice, Rodents, Spiders, Bandicoots, etc. from the existing infested area as well as to maintain infestation free environment in the Hospital. **The Services has to be carried out as per the approved guide lines of "WHO".** The service should be rendered by deployment of Contractor's men under supervision of a competent person of the Contractor.

**Physical Area Coverage :** The entire 1<sup>st</sup> and Part of 2<sup>nd</sup> floor of the Centenary Hospital including Kitchen, Rooms, Corridors, Passages, Staircases, Operation Theatre, Medical Stores, Pantries of the Wards, Wards, Bed Side Lockers, Beds, Matron's Office, Toilets, Bathrooms, Open Spaces, etc.

**Frequency of Services :** Fortnightly. The Contractor must ensure Rodent & Pest free environment in the concerned area. In case of any presence of Pest / Rodent is reported then fresh Pest / Rodent Control activity need to be taken without extra cost to ensure Pest / Rodent free environment during the period.

**Chemicals to be used:** WHO approved indoor residual safe categories Chemicals as per seasonal changes are to be used. Measures has to be taken to prevent contamination of Food and Medicines, etc.

- 9. CONTRACTOR'S / BIDDER'S COMMITMENTS:** The selected Contractor will abide by the job safety measures, comply with all the statutory regulations and will indemnify from all demands and / or responsibilities arising out of accidents or loss of life, the cause of which is the Contractor's negligence. In such cases the Contractor will not hold KoPT responsible or obligated. The Contractor must ensure Rodent & Pest free environment in the concerned area. If there is any lacuna in controlling Rodent or Pest free environment, then they must perform fresh Pest / Rodent Control activity within fortnight without any extra charges till Pest /





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Rodent free environment is achieved. The Contractor must also ensure for early disposal of the trapped / dead Rodents from the covered area in appropriate manner.

**10. DURATION OF ENGAGEMENT:** The above mentioned job Contract will be for a period of **2 (Two) years** from the date of commencement of work.

**11. ASSESSMENT OF TECHNO-COMMERCIAL BIDS:** The techno-commercial offer will be assessed based on the followings :

- Bidder fulfilling the "**Special Conditions of Contract**" and agreeing to all other "**Terms & Conditions of Contract**".
- Firm's experience in the field of Pest Control in medical institution / related service industry & ability to provide relevant skilled resources.
- Financial standing of the Bidder : Latest I.T.C.C., Annual Financial Report Audited (where applicable) Balance Sheet & Profit & Loss Account of last three (3) years.

**12. EVALUATION CRITERIA:** Evaluation of the tenders shall be made on the Lowest Price Offer (Rates including all Taxes and Duties per month x 12 months x 2 years) among the techno-commercially accepted bids.

**13. VALIDITY OF OFFER:** The offer should be VALID for a period of not less than **120 ( One hundred twenty ) days** from the date of opening of the **Tender**. Withdrawal of the tender within this period will entail in forfeiture of the earnest money. Once the bidder is awarded the Contract for a period of 2 (two) years, the price should remain firm for the entire period of Contract.

**14. SECURITY DEPOSIT:** A sum equivalent to 10% of the total order value (i.e. Monthly Price x 12 months x 2 years) either in Cash or in the form of Bank Guarantee valid for **27 months** will have to be deposited to KoPT as Security Deposit before commencement of the Job Contract. Bank Guarantee shall be executed by a Nationalized Bank or a Scheduled Bank and having its branch at Kolkata. The said Bank Guarantee should be confirmed by the branch at Kolkata.

**15. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:** The successful Bidder will enter



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into a formal agreement with KoPT, before the start of the Contract & shall commence work within 15 days from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the Bidder.

If the selected Bidder withdraws his Bid and fails to enter into the agreement, his order shall be liable to be cancelled and the Earnest Money so deposited, will be forfeited.

**16. Tax Clause** : i) GST extra on the above prices applicable ii) Supplier/ Service Provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made. iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules , regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/ s under mismatch may be retained from payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GSTN so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

v) Supplementary invoices/ Debit Note/ Credit note for price Revisions to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

vi) Purchase Order/ Work Order shall be void , if at any point of time you are found to be a black listed dealer as per GSTN rating System and further no payment shall be entertained.

#### **Change in Law Clause :-**

a) Any statutory levies, taxes, duties, cess, etc , imposed by central / state/local authorities by way of fresh notification subsequent to the Purchase Order, but within the



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TENDER NO. MED / PR / ADVT / 308/ 19-21/ 975

Date: 04/09/ 2019

stipulated delivery period, shall be recovered separately.

b) Any additional cost or benefit impacting the contracting price from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract, then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change In Law."

#### **17. LIQUIDATED DAMAGE:**

- a) If the Contractor fails to commence the work within one month from the receipt of Award of Contract or such extension thereof as communicated by the Chief Medical Officer in writing, the Contractor shall pay as compensation (Liquidated Damage) to KoPT and not as a penalty,  $\frac{1}{2}$  % (half percent) of the total value of work (Contract Price) as mentioned in the letter of acceptance of the tender / offer, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the said value of work.
- b) Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of compensation / damage from any money due or likely to become due to the Contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from their obligation to commence the work or from any of his other obligations / liabilities under the Contract and in case of the Contractor's failure and at the absolute discretion of the Chief Medical Officer, the work may be ordered / to be completed by some other agency at the risk and expense of the Contractor, after a minimum of three days' notice in writing to be given to the Contractor by the Chief Medical Officer or his Representative.
- c) In the event of failure on the part of the Contractor to provide fortnightly services within 48 hours of the stipulated date in every fortnight, or the Pest & Rodent Control measures are not up to the mark evidenced by report of presence Pest & Rodents in the concerned area during the Contract period, deduction of Charges for the failed Services on pro-rata basis (based on number of Services per month) will be charged on the Contractor and the said penalty money will be realised from the monthly Bill of the Contractor. The payment or deduction of such penalty amount shall not relieve the Contractor from the obligation to provide for the said fortnight service.

18 **FORCE MAJEURE:** In the event, the contractor / KoPT being prevented from fulfilling its obligation or part thereof arising out of this contract, due to any Force Majeure event like acts



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of God (flood, earthquake etc) or War, Civil Commotion, Strike etc., the affected party shall forthwith but in no case later than 48 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this Contract that was kept suspended due to such events of Force Majeure.

#### 19 **PRICE:**

- Price must be quoted in Price Bid only. Tender shall be liable to rejection at the option of the Trustees' if Tenderer quotes Prices / Rates in Techno-Commercial Bid. The Price part of the tender should be kept valid for the entire period of Contract.
- The Comprehensive Price including the Cost of Chemicals (including Taxes / GST) to be used and Labour Charges on monthly basis shall be quoted in I.N.R. Only.
- The details of Tax elements like GST etc. in full may be stated.
- The Rate of Discount, if there is any, to be stated clearly in the Price Offer. No conditional Discount is acceptable.
  - No price escalation is admissible other than statutory increase in Taxes & Duties etc. against documentary proof.
- Price Bid should be **FREE FROM ANY EXTRANEIOUS CONDITIONS.**

**20. SCHEDULE OF PAYMENT:** Payment on monthly basis through ECS / R.T.G.S (for outstation firm) will be made within one month of submission of Bill, which is complete in all aspects, subject to Certification by the Sr. Dy. Chief Medical Officer (I) / Nodal Officer, that the performance of the Contractor was satisfactory & as per agreement and execution of Bank Guarantee and signing of the Agreement.

#### **21. TERMINATION OF CONTRACT:**

- Without being liable for any compensation to the Contractor, KoPT, in its absolute discretion, may terminate the Contract and expel the Contractor after giving the Contractor a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and the decision of the KoPT in this respect, as communicated by the Chief Medical Officer shall be final and conclusive.



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- b) If the Contractor abandoned the Contract.
- c) If on inspection it is found that, the work / service rendered & materials supplied is consistently not satisfactory or not conforming to the Contract.
- d) The Contractor has failed to commence the work or without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving Chief Medical Officer's or his Representative's written notice to proceed the work.
- e) The Contractor or any one employed under him not complying with the statutory regulations / rules or found criminally indicted or committing any serious misconduct.
- f) The Contractor is not executing the work in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.
- g) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees for the Port of Kolkata or to any person on his or their behalf in relation to obtaining or to the execution of the Contract.
- h) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.
- i) Upon receipt of the letter of termination of work, which may be issued by the Chief Medical Officer on behalf of the KoPT (Trustees), the Contractor shall hand over all tools, materials / stores, rooms etc. issued to him within seven (7) days of receipt of such letter.
- j) In all such cases of termination of work, KoPT (Trustees) shall have the power to complete the work through any other agency at the Contractor's risk and expenses and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole period of the work in accordance with the Contract.
- k) Upon termination of the Contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per Contract, provided the work done and materials supplied conform to terms of the Contract. The payment for work shall be based on the actual work done and priced at approved Contract rates or other rates, as decided by the Chief Medical Officer. The decision of the Chief Medical Officer in all such cases shall be final, binding and conclusive.
- l) The KoPT (Trustees) shall have the power to retain all moneys due to the Contractor until the





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work is completed by other agency and the Contractor's Liabilities to the Trustees and known in all respect.

- 22 **LICENCES AND PERMITS:** The awarded Vendor shall be liable for obtaining all licenses and permits with respect to the Job to be carried out by him.
- 23 **WORKMEN COMPENSATION:** The successful bidder must cover his employees / workers, who will be engaged for carrying out the job at Centenary Hospital, K.o.P.T. site, under Workmen Compensation Act, Fatal Accident Act and Personal Injuries Insurance Act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.
24. **ARBITRATION:** Disputes if any arising out of this agreement will be settled by arbitration and the decision of the Arbitrator shall be final and binding on both parties.
25. **JURISDICTION:** The Contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court of Kolkata.
26. **GENERAL CONDITIONS OF CONTRACT:** The other terms and conditions of the NIT will be those as stated in the "General Conditions of Contract" of Kolkata Port Trust.

**The above Clauses shall be final and binding on both parties**

(Dr. D Dutta)  
Sr. Dy. Chief Medical Officer-I  
For Chief Medical Officer



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#### APPENDIX - E

#### SCHEDULE OF SERVICE

#### [ TO BE SUBMITTED IN COVER -I ]

The Bidder may attach additional pages for the Job Specifications of the Pest Control Services required at the Centenary Hospital. Each of the attached pages must be duly authenticated by authorized signatory with seal, signature and date.

#### Job Specifications:

- A. **Rodent Control.**
  - B. **Pest Control.**
- a) Details in respect of the background of the Contractor's past experience, Certificates from Clients in respect of assignments executed in the past, List of current assignments of similar nature.
  - (b) List of WHO approved Chemicals and Tools & Equipments to be used for Pest & Rodent control.
  - (c) Financial standing with documentary evidences as per the "Eligibility To Bid" Sub Clause No. 6 & 7).
  - (d) Any other relevant information required to be covered.



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Date: 04/09/ 2019

A. Cost of Tender Document :

Particulars of DD / Banker's Cheque (No. , Date, Drawee Bank)	Amount
	300.00 (Rupees Three hundred only)

B. Earnest Money Deposit :

Particulars of Demand Draft/Banker's Cheque (No., Date, Drawee Bank)	Amount ( In Rs)
	Rs. 2496.00 (Rupees Two Thousand Four Hundred ninety six)only

Note: DD / Banker's Cheque amounting to Rs. 300/- and Rs. 2496/- drawn in favour of "Kolkata Port Trust", payable at Kolkata for the Cost of Tender Documents and Earnest Money respectively are to be submitted along with the Techno-Commercial Offer in COVER-1 in case Tender Document is downloaded from KoPT's Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). or CPP Portal.

In no circumstances Cost of Tender Documents and Earnest Money deposited by Ordinary Cheque will be accepted along with Techno-Commercial Bid.

Enclo: D.D. / Banker's Cheque Nos. \_\_\_\_\_ & \_\_\_\_\_  
(in case the tender document is downloaded or outstation firm)



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#### APPENDIX - A

Name of the Firm / Bidder : \_\_\_\_\_

Name of the Authorized Signatory : \_\_\_\_\_

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

Phone No. : \_\_\_\_\_ FAX : \_\_\_\_\_

E-Mail : \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

Trade License No. \_\_\_\_\_ PAN / TAN \_\_\_\_\_ (Attach attested Photocopy)

GST Registration No. \_\_\_\_\_ (Attach attested Photocopy)

Bank Particulars : Name of the Bank & Branch Address \_\_\_\_\_

Account Type : \_\_\_\_\_ A/C No. \_\_\_\_\_

MICR No \_\_\_\_\_ IFSC Code No. \_\_\_\_\_

#### Declaration:

It is hereby confirmed that the hard copy of tender being submitted in the techno-commercial bid of the tender is Identical to the one downloaded from your web site / Central Public Procurement Portal. In case the same is found altered / modified in any way, we will be held responsible and our offer will be liable for rejection forthwith and we may also be barred from participating in future tender of KoPT without any reference to us.

It is also declared that our Concern was never been banned or de-listed by any Government or Quasi-Government Agency or PSU. If the declaration found incorrect in future our offer will be liable for rejection.

Offer No \_\_\_\_\_

Signature of the authorized signatory with Rubber stamp



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Date: 04/09/ 2019

Date

#### APPENDIX - B

#### FORMAT OF AFFIDAVIT FOR NOT HAVING E.S.I REGN. NO.

On 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 said name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in 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 Sub Clause  
No. 7 of "Eligibility to Bid" Clause No. 3 of Tender No. MED / PR / ADVT / 308 / 19 - 21 /975  
Dated 04 / 09 / 2019 issued by Kolkata Port Trust in respect of the work (the name of the work  
is to be mentioned)

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





## KOLKATA PORT TRUST

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Date: 04/09/ 2019

Identified by me

DEPONENT



# KOLKATA PORT TRUST

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Date: 04/09/ 2019

#### APPENDIX - C

(FORMAT OF INDEMNITY BOND FOR NOT HAVING E.S.I REGN. NO.)

On Rupees Fifty Non -Judicial Stamp Paper

#### I N D E M N I T Y B O N D

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 Medical Department, Kolkata Port Trust (A statutory body under MPT Act, 1963)

- WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted, to furnish an Indemnity Bond in favour of Medical Department, Kolkata Port Trust against all damages and accident to the Labour/s of Tenderer / Contractor.
- NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer / Contractor named herinabove shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labour/s 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. MED / PR / ADVT / 308/ 19-21 / 975 Dated 04 / 09/ 2019.
- AND the Contractor hereunder agrees 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 -----

Sureties

Witness:

- Signature  
Name & Address
- Signature  
Name & Address
- Signature  
Name & Address

Signature of the Indemnifier

- Signature  
Name & Address
- Signature  
Name & Address
- Signature  
Name & Address



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TENDER NO. MED / PR / ADVT / 308/ 19-21/ 975

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#### APPENDIX - D

#### FORMAT OF AFFIDAVIT FOR NOT HAVING E.P.F A/C.NO.

On Rupees Ten Non-Judicial Stamp Paper BEFOR 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 said name and style.

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

2. That my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. That the present affidavit is to be filed before the Kolkata Port Trust as per the Sub Clause No. 9 of "Eligibility to Bid" Clause No. 3 of Tender No. MED / PR / ADVT / 308 / 19-21 / 975 Dated 04 / 09 / 2019 issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by



## KOLKATA PORT TRUST

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#### PRICE BID

[ TO BE SUBMITTED IN COVER - II ]

[Please detach the BOQ Form and submit the same duly filled in & signed under the cover of "PRICE BID". In the event of the BOQ form partly or wholly filled up appearing in any other cover than the Price Bid this will make the tender Offer informal and liable to be rejected.]

Sl. No.	Item	Amount per month (Rs)
1.	Total monthly lump sum Price all inclusive (excluding GST) for "Comprehensive Job Contract of Pest & Rodent Control Services at the entire 1 <sup>st</sup> & Part of 2 <sup>nd</sup> Floor of Centenary Hospital of Kolkata Port Trust on 2 years Rate Contract basis" in accordance with the terms and conditions of the Tender No. MED / PR / ADVT / 308 / 19-19 / 975 Dated 04/09/2019.	
2.	GST , as applicable	
3.	Total Cost per Month (1 + 2)	

Total in words (Rupees \_\_\_\_\_ )

NOTE : (i) The Bidder has to quote lump sum Price per month inclusive of all taxes and duties against Sl. No. 1 above. Only GST is to be shown separately against Sl. No. 2 above.

WITNESSED BY :-

Name \_\_\_\_\_

Address \_\_\_\_\_



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TENDER NO. MED / PR / ADVT / 308/ 19-21/ 975

Date: 04/09/ 2019

To,  
The Treasurer,  
Cash & Pay Section,  
Kolkata Port Trust,  
15, Strand Road,  
Kolkata - 700 001

Sub : **Application for Deposit of Earnest Money.**

Please accept the sum of Rs. 2496/- (Rupees Two thousand four Hundred and ninety six ) only as Earnest Money against the above tender and issue necessary Treasury Receipt in our favour.

The Opening Date of Tender is: 10 / 10 / 2019.

Date: \_\_\_ / \_\_\_ / 2019

Signature of the Bidder  
Seal