

**DOCK ZONE
I & C F DIVISION
HALDIA DOCK COMPLEX**

DOCUMENTS

FOR

**TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO
CONTROLLING CHEMICALS IN THE DOCK ZONE OF
HALDIA DOCK COMPLEX."**

TENDER NO: -I&CF /SDM /DOCK/ T / 695

Volume - I

DOCUMENTS

FOR

TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."

TENDER NO: -I&CF /SDM /DOCK/ T / 695

Volume - I

Issued to:

Date of Issue:

Signature and Designation
of Issuing Officer:

On behalf of Bidder:

Sr. Dy. Manager (I&CF)
Haldia Dock Complex
Operational Building, Chiranjibpur
P.O. HALDIA – 721604
Purba Medinipur
Telefax :- (03224) 252110

[NIT-1]
NOTICE INVITING TENDER

NAME OF WORK: - TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."

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➤ **PRE-QUALIFICATION CRITERIA FOR BIDDERS : -**

1.) The intending bidders must have successfully completed **executed & completed construction/maintenance works comprising mosquito treatment works during the last 7 (Seven) years** ending last day of month previous to one in which applications are invited and minimum value of the completed works should comply with either of the following stipulations as given below:-

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

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

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

2. Work experience, as a sub-contractor or supply contractor shall not be considered as the requisite qualification

3. In addition to the above they must have valid licence to stock and use restricted insecticide[s] for commercial pest control operations from agricultural wing of State/Central Govt. of India as per prevailing Rules of Insecticides Acts, 1968. The intending bidders may engage consultant to this effects. The application must accompany said valid licence / MOU with the consultant with said valid licence.

TENDER AUTHORITY:-

Sr. Dy. Manager (Dock), I&CF, Haldia Dock Complex, Chiranjibpur Operational Building [2nd Floor], P.O. - Haldia, Dist. Purba Medinipur – 721 604, Tele-Fax:- [03224]-252110.

Due Date	08.04.14	Time	UPTO 15:00 hrs.	Date of Opening of Cover-I of the Tender	08.04.14	Time	15:30 hrs. Onwards.
Period of sale of Bid Document	27.03.14 to 07.04.14. (UP TO 14:00 Hrs) (Bid document will be available on HDC , Ko.P.T Website)						
Cost of Tender Document (Non-refundable)	Rs 300.00 [Rupees Three Hundred only].						
Earnest Money Deposit	Rs 2,000.00 (Rupees Two Thousand Only) for outside agency. Enlisted contractors of I&CF division are exempted from deposition of Earnest Money.						
Time of completion	02[two] Months.						
<u>Estimated Cost Of Work</u>	Rs 94,998 [Rupees Ninety Four Thousand Nine Hundred Ninety Only].						

OTHER INSTRUCTIONS:-

Sealed Tenders are invited on two Cover basis (i.e. Cover-I Techno Commercial Part & Covert-II Price Part) from resourceful, experienced and bonafide enlisted bidders of I&CF division and also outside agency who have with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.

Tender Document (Non-transferable) will be available from the office of the Sr. Dy. Manager (Dock), I&CF at the address captioned above on any working day i.e. Monday to Friday during 10 a.m. to 2 p.m. on payment of the cost of Tender Document to be remitted by cash or crossed Demand Draft/Pay order/Bankers cheque drawn on any Nationalised or Scheduled Bank of India in favour of "**Kolkata Port Trust, Haldia Dock Complex**" payable at Haldia for one set of Tender Document

Request letter for purchase of Tender Document should contain the following declarations: -

[NIT-2]

(a) That the Bidding Firm has not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.

(b) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be) is / are not associated with any other firm bidding for the same work.

Tender papers can be issued by post. For this, an additional amount of Rs.100=00 [Rupees one hundred only] should be sent over and above the cost of Bid documents mentioned above [non-refundable] by Pay order / Banker's Cheque / Demand Draft on any Nationalized Bank/Scheduled Bank of India drawn in favour of "**Kolkata Port Trust, Haldia Dock Complex**", payable at Haldia. Request for issue of Tender form by post must reach this office at least 7 days before the last date of sale of Tender, after which no Tender form will be issued by post. The Trustees will not be responsible for postal delay / damage.

A bidder, if he so desires, may download the Tender document from our websites www.kolkataporttrust.gov.in/www.haldiadock.gov.in or may obtain the same by sending his request at mkacharya@kopt.in and submit the Tender along with **APPLICATION MONEY** equivalent to cost of Tender document by Pay order / Banker's Cheque / Demand Draft drawn on any Nationalised or Scheduled Bank of India in favour "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia. The Tender document must accompany a covering letter containing the specific declarations as per (a)& (b) above.

Notification for issuance of any Addendum / Corrigendum to the Tender document will be given only through KoPT / HDC website and the bidders are requested to check for the same at the websites prior to submission of their offers.

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

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

The successful Tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

Issuance /submission of Tender document to / by any bidder shall not construe that such bidder is considered qualified.

Sealed Tenders will be received at the same office of the Dy. Manager (Dock), I&CF up to 15:00 hrs. on the last date of submission and opening of Tender specified above. Delayed offers and offers sent through fax / e-mail shall not be considered.

Cover-I of the Tender will be opened shortly after 3.30 p.m. on the stipulated date in presence of Bidders or their authorised representatives who may wish to be present.

Cover-II of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.

In case of unscheduled Holiday / Bundh on the date of opening of Tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their Tenders till 15:00 hrs. on such extended day of opening.

Kolkata Port Trust reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

M.K. ACHARYA
Sr. DY. MANAGER (Dock), I&CF
HALDIA DOCK COMPLEX

INSTRUCTIONS TO BIDDERS

TENDER FOR “SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX.”

TENDER NO: -I&CF /SDM /DOCK/ T / 695

1.0 GENERAL:

The work as described in the Tender shall be executed in Haldia and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill Of Quantities. Location Plan of the place of work might be inspected at the office of the Dy. Manager (Dock), I&CF on any working day before quoting for the Tender.

2.0 EARNEST MONEY:

- 2.1 An Earnest Money of **Rs 2,000.00** (Rupees Two Thousand Only) for **outside agency. Enlisted contractors of I&CF division are exempted from deposition of Earnest Money.**
- 2.2 Earnest Money shall be deposited by Banker's Cheque or by Demand Draft of any Nationalised Bank /Scheduled Bank of India drawn in favour of Kolkata Port Trust, Haldia Dock Complex payable at Haldia.
- 2.3 Earnest Money in the form of Banker's Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked “**EARNEST MONEY**” and superscribed with the title of the work, Tender No, Bidder's identity, etc.

Tenders submitted without requisite Earnest Money are liable to be rejected.

3.0 MODE OF SUBMISSION OF BID :

- 3.1 All bidders must submit their offers strictly in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. Any term not incorporated / submitted with Cover-I of the Tender but incorporated / submitted with Cover-II shall be rejected outright.
- 3.2 Tender documents shall be submitted under two Covers in **three / four separate sealed envelopes**, depending on whether the same has been purchased directly from the office of the Manager (I&CF) or downloaded from the website.

When tender documents have been **directly procured from this office**, the tender documents shall be put in 2 (two) separate sealed covers as follows:

- (a) **COVER-I**, which shall contain **ENVELOPE -I & ENVELOPE – II (which shall include Volume-I of the Tender Document)**.
- (b) **COVER-II**, which shall contain **Volume-II of the tender document**.

When tender documents have been **downloaded from WEBSITE**, the tender documents shall be put in 2 (two) separate sealed covers as follows:

- (a) **COVER-I**, which shall contain **ENVELOPE –IA, ENVELOPE-IB, and ENVELOPE – II (which shall include Volume-I of the Tender Document)**.
- (b) **COVER-II**, which shall contain **Volume-II of the tender document**.

Envelope-I & Envelope-II OR Envelope-IA, Envelope -IB & Envelope -II (as the case may be) shall be put in a sealed envelope marked as **"COVER-I"**. **"Cover -II"** shall be clearly marked **"Bid – Do Not open"**. Each envelope shall bear the name of the tender.

3.3 Envelope-IA shall contain the following: -

A demand draft for **Rs 300.00** [Rupees Three Hundred only] as APPLICATION MONEY towards cost of tender documents.

- (i) A covering letter containing the following declarations: -
 - a). That the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India.
 - b).The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work.

3.4 Envelope – I shall contain Earnest Money Deposit as per CI-2.0 above.

3.5 Envelope – I B shall contain Earnest Money Deposit as per CI-2.0 above.

3.6 Envelope – II shall contain the following documents:

- (i) Credentials in the form of copies of Letters of Award of Works, Bill of Quantities of the works and corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- (ii) Volume-I of the Tender Document. All pages of Volume-I shall be signed by the Bidder and stamped with his official seal.
- (iii) A Declaration as per **'Annexure – I'** that no conditions / deviations have been added in COVER-II i.e. in the Tender offer.
- (iv) Copy of the following document :-
 1. Proof of possessing VAT registration certificate.
 2. Valid Trade Licence.
 3. Valid Professional Tax Clearance Certificates.
 4. Proof of possessing valid Employees' Provident Fund Account.
 5. Proof of being registered with Employees' State Insurance Corporation (ESIC), if applicable. If this is not applicable, documentary evidence to establish non-applicability to be submitted alongwith techno-commercial bid. Such document(s) shall have to be furnished, along with an affidavit affirmed before a first-class judicial Magistrate to that effect.
 6. In case the contractor is not covered under the ESI Act, then he must additionally indemnify Ko.P.T against all damages and accidents occurring to his labourer.
 7. Copy of other documents as per NIT [if any].
- (v) Addendum/Corrigendum / Notice / Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.

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

3.7 COVER-II will contain the **Volume-II of the Tender document with Price Bid as per BOQ and Form of Tender duly signed, sealed & filled up by the bidder.**

3.8 The sealed envelopes shall be superscribed with the name of work with the Bid No, bidder's name, Postal address and Telex / Telegraphic / FAX / E-mail address of the Bidder.

3.9 The sealed covers must be submitted so as to reach the Dy. Manager (Dock), I&CF at Chiranjibpur, P.O.- Haldia-721 604, Dist. Purba Medinipur by 3.00 p.m. on or before the last date of submission of the Tender documents.

3.10 Telex / Telegraphic / Late Offers shall not be accepted. Trustees / Tender Issuing Authority will Not be responsible for any misplacement or late receipts through post or any request for issuance of Tender documents and for subsequent submission thereof.

3.11 All the bidders should submit the Tender in accordance with the Mode of submission of Bid as aforesaid.

4.0 OPENING OF BIDS:

4.1 Only COVER-I containing Envelope-I & Envelope-II or Envelope-IA, Envelope-IB & Envelope-II as stated above will be opened on the date and time as fixed in the tender document, at the office of the Dy. Manager [Dock],I&CF, Haldia Dock Complex or his representative in presence of bidder (or his authorized representative), who wishes to be present.

4.2 **Envelope –II & Cover-II of only those bidders who have deposited requisite Earnest Money shall be opened.**

4.3 COVER-II containing the bid will be sealed separately and kept under the custody of **I &CF** Division. After evaluation / scrutiny of documents in the Cover-I are completed, the Cover-II i.e “Bid” documents only of Technically & Commercially accepted Bidders satisfying the Eligibility Criteria stipulated in the NIT shall be opened at a later date, with due intimation to such Bidders.

5.0 SECURITY DEPOSIT :

5.1 For the successful Bidder, the earnest money shall be converted into security deposit and balance security money will be deducted in accordance with clause 3.4 (f) and (g) of the General Conditions of Contract.

5.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

6.0 REFUND OF EARNEST MONEY:-

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest within 30 days from the date of placement of Work Order or just after the expiry of the validity of the offer whichever is later, subject to the provisions made in “Validity of Offer” Clause herein.

The same DD/ BC/ Pay order etc. of unaccepted tenderers, submitted as Earnest Money, shall be returned / refunded without any interest.

7.0 VALIDITY OF OFFER:

The Tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or Tender, making them unacceptable to the Trustees and / or withdraws his Tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

9.0 EVALUATION CRITERIA:

During evaluation of Cover-II i.e Price Part, provided that the bidder submits his offer following Tender stipulations & specifications, **the lowest offer received will be considered for acceptance by the Trustees subject to further negotiations**, if felt necessary.

10.0 ACCEPTANCE OF TENDER:-

10.1 Kolkata Port Trust reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the Tender in part or as a whole.

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

10.3 The successful Tenderer will be notified in writing of the acceptance of his Tender. The “Tenderer” then becomes the “Contractor” and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

SPECIAL CONDITIONS OF CONTRACT

TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."

TENDER NO: -I&CF /SDM /DOCK/ T / 695

1. GENERAL

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

2. SCOPE OF WORK:

The scope of work includes all other ancillary and appurtenant works as may be required in accordance with the Trustee's General Conditions Of Contract, attached Special Conditions Of Contract, Particular Specifications, Bill Of Quantities and in accordance with PWD (West Bengal's) Specifications for materials and workmanship.

3. LOCATION:

The site of work is located within Dock area, H.D.C., Haldia.

4. SITE CONDITIONS & METHOD OF WORK:-

The work shall have to be executed in the operational area within Dock Zone of Haldia dock Complex by the successful bidder without hampering normal operational activities in the area. The working hours may have to be adjusted if the situation so demands. No claim for idle labour on this account shall be entertained.

The Contractor shall take all possible care so that other construction and / or operational works around the area, if any, are not unduly hampered for this work. Any defect arising during construction work shall have to be rectified forthwith as directed, to the satisfaction of the Engineer, without charging extra. During execution of the work, proper care should be taken to provide adequate protection to the existing structures, cables (electrical / telephone / computer etc), fresh water and fire pipelines etc. and other installations against any damage at the contractor's risk and expense.

Any damage caused to the existing pavement / structures/facilities/service lines or defect arising during construction shall have to be rectified forthwith as directed to the satisfaction of the Engineer. Care should be taken during transportation of materials and execution of work so as not to impede the smooth traffic flow and normal operations in adjoining areas.

Further, if so required by the Engineer in the interests of normal working of the port, it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer, without any additional cost.

5. TIME OF COMPLETION:

The work is urgent in nature and must be commenced immediately on receipt of the work order and to be completed in all respects within **02(Two)** months including preliminary time from the date of placement of work order.

6. MAINTENANCE PERIOD:

There is no maintenance period for this contract.

7. SAFETY:

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

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

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

The contractor shall adopt all the above safety measures at his own cost.

8. POWER SUPPLY:

If available, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEB as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

9. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes

10. CONSTRUCTION OF SITE OFFICE, STORE ETC.:

On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of Rs.10.00 per annum or part thereof will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I) failing which penal rent at the rate of Trustees' Schedule of Rent in vogue for the period beyond two months from the actual date of

completion of work shall be levied on the Contractor and recovered from his final bill / Security Deposit. The Contractor shall build office, sheds etc. on the land allotted to him as approved by the Engineer or his representative and shall maintain a clean hygienic condition throughout the period of their use.

The Contractor shall maintain a Site Order Book at his site office and all orders and instructions issued to him from time to time by the Engineer or his representative will be recorded in the Site Order Book. The Contractor shall promptly sign each entry as a token of having received such orders.

11. METHOD OF MEASUREMENT:

The work shall be measured according to Bill of Quantities & particular specification.

12. PAYMENT:

Only final payment will be made to the Contractor after successful completion of the work.

Payment will be made directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender ". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.

13. MATERIALS:

The Contractor shall make his own arrangements for procuring and supplying all tools & tackles of best and approved quality at site.

14. PLANT & EQUIPMENT:-

The successful bidder shall supply all necessary tools, plants and equipments with fuel and operator required for successful execution of the work at his own cost.

15. ESCALATION / VARIATION ON PRICES:

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

16. ROYALTY:

Royalty as applicable from time to time for various materials like laterite boulders, moorum, sand, stone chips etc., obtained by the Contractor, his agents or sub-Contractors from Government or private quarry/land for this contract work shall be paid by the Contractor at prevailing rates. He shall indemnify the Trustees against any claim from the Government / other authorities for short or non-recovery of royalty charges and shall pay such short or non-recovery amount(s) on demand to the appropriate authorities at any subsequent times.

17 CONTRACT LABOUR LAWS:

The Contractor must comply with the provisions of Contract labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation & Abolition) Central Rules 1971 and the rules framed there under with all modifications/amendments being enforced from time to time.

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

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

Also, as per "Building & Other Construction Workers (Regulation Of Employment & Conditions Of Service) Act-1996 and Central Rule 1998, contractors engaging ten(10) or more building workers in any building or other construction works, has to obtain a certificate of registration without fail under the referred act.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central) , Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his worksite(s).

The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

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

18 COMPLIANCE WITH E.P.F & M. P. ACT:

The successful contractor will have to comply with provision of EPF & MP Act –1952 (along with amendments, if any), issued from time to time.

If asked for by the Employer, the contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e Manager (I&CF).

19 COMPLIANCE WITH E.S.I ACT:-

If applicable , the successful bidder will have to comply with provisions of "Employers State Insurance Act – 1948", along with amendments (if any) issued from time to time. He shall obtain ESI registration and shall deduct employees' contribution @ 1.75 % of the wages of each of the employees' and shall deposit the same together with employer's contribution @ 4.75 % of such total wages payable to the employees or at such rates as fixed by the competent authority from time to time.

In case, where an employee is not covered under ESIC Scheme (or contribution not paid for him regularly) and meet an accident during and arising out of his employment, the contractor being the immediate employer, shall be liable to pay him suitable compensation.

The contractor will be required to submit Xerox of all payment challans and produce the original for verification to the representative of the principal employer, i.e. Manager (I&CF) .

20 INDEMNIFICATION:

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

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act , 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Payment of Bonus Act, 1965.
- j) The Payment of Gratuity Act, 1972.
- k) The Equal Remuneration Act, 1976.
- l) The Employees State Insurance Act, 1948 & Employees State Insurance (Amendment) Act ,1989
- m) Child Labour (Prohibition and Regulation) Act, 1986.
- n) The Maternity Benefits Act 1961
- o) Interstate Migrant Workmen (Regulation Of Employment & Conditions Of Service) Act , 1979.

21 DOCK PERMIT:

Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued **free of cost** by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer.

The entry permit will be issued as per requirement following latest Permit Scheme of Haldia Dock Complex. All existing rules, including any amendments thereto, in future, will have to be complied with by the contractor.

22. FORCE MAJEURE

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below:

- (i)** riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii)** war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii)** rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv)** fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable

as aforesaid shall notify the other party in writing immediately but not later than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

23. SERVICE TAX:

Service Tax, if leviable, will be paid extra by the Trustees. **The bidder shall not include Service Tax in his rates.** In case Service Tax is payable, the Contractor will be required to submit necessary bill / challans / invoice in accordance with Service Tax Rules and the Contractor needs to be registered with the Central Excise for the service to be rendered and copy of the same shall be submitted to HDC. On demand, the successful bidder will have to submit documents regarding payment of Service Tax.

In case the Contractor provides taxable service and charges service Tax, the bill / invoice shall be raised so as to enable H.D.C. to obtain CENVAT credit against the same.

Deduction of Sales / Turnover Tax on works contract, Income Tax shall be made by the Employer from each certificate of payment to the Contractor at the prevalent rates or such other rates as may be specified by the Government from time to time, on the gross amount of the Contractor's bill for payment.

Regarding other Taxes Duties and statutory & other levies the Contractor has to pay and observe all formalities as stipulated on the General Condition of Contract.

24. SETTLEMENT OF DISPUTES: -

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

PARTICULAR SPECIFICATIONS

TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."

TENDER NO: -I&CF /SDM /DOCK/ T / 695

GENERAL:

Provided where any provision of the specification is contrary to a provision of the Bill of Quantities unless a different intention appears, provision of the Bill of quantities shall be deemed to override the provision of the specification unless other wise directed by the Engineer and shall prevail to the extent of such contradiction

The materials supplied and the workmanship shall satisfy the Specifications herein below or in the absence of the same, as given in the Govt of West Bengal PWD Schedule Of Rates (For the latest year alongwith addendum / corrigendum / erratum etc. as effective up to the date one month prior to the date of submission of tender) & CE's Schedule of Rates as applicable and the job specifications contained in the Bill Of quantities of the tender. In absence of the above, relevant Indian Standards (as revised or modified up to the date one month prior to the Tender Date unless otherwise specifically mentioned in the Tender Documents) shall be referred to.

In absence of any Standard / Specification / Code of Practice covering any part of the work related to this tender, instruction / directions of the Engineer will be binding on the contractor.

In case of specialised items of work, specifications for which are not available in the documents listed above, the manufacturer's instructions / manuals shall be followed.

Samples of materials to be supplied and used by the Contractor in the works shall be subject to the prior approval of the Engineer. For this purpose, the contractor shall furnish in advance, representative samples in quantities and in the manner as directed by the Engineer for his approval.

If the Engineer is of the opinion that the materials are not suitable for use on the works; he may reject the consignment, notwithstanding the Manufacturer's certificates (if applicable for such material). The Engineer's decision regarding the suitability of materials brought to site for use in the works shall be final and binding on the contractor, who shall remove the rejected materials from site and replace them with materials of required quality.

In spite of approval of the Engineer of any material brought to the site, he may subsequently reject the same if in his opinion the materials has since deteriorated due to long or defective storage or for any reason whatsoever and is thereby considered unfit for use in the permanent works. Any material thus rejected shall be immediately removed from the site at contractor's cost and expense.

All materials bought to the site shall be properly stored and preserved to ensure their quality and fitness during the course of their use in work. If the storage arrangements are not to the Engineer's satisfaction, he may direct the contractor for arranging proper storage and in case the contractor fails to carry out such instructions properly, the Engineer will reserve the right to make proper arrangements departmentally or through other agencies at the contractor's cost. The materials shall be stored in adequate quantities well in advance to meet the construction schedule and shall be guarded in the manner directed by the Engineer and to his satisfaction.

ANNEXURE – I

(To be submitted on Company's Letter Head along With Cover-I Offer)

**Sr. Dy. Manager (Dock), I&CF
Haldia Dock Complex.
Kolkata Port Trust**

**TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK
ZONE OF HALDIA DOCK COMPLEX."**

TENDER NO: -I&CF /SDM /DOCK/ T / 695

Dear Sir,

We do hereby confirm that our offer is strictly in accordance with the terms and conditions of the Tender Document without any deviation / condition.

We further confirm that COVER-II of the bid does not contain any condition / deviation.

Signature of the Bidder with Office Seal.

Date:

Place:

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e. Works in the Hand of the Bidder at the Time of Submission of Tender Offer)

(To be submitted with Cover-I of Offer)

Bidders must fill in the under noted columns.

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

SCHEDULE 'O' SHEET – 1.

(To be submitted with Cover-I of Offer)

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

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present :
Registered office.
- 3) Date of its incorporation. :
- 4) Full name and address of each of its
Directors – any special particulars
As to Directors if desire to be stated. :
- 5) Name, address and other necessary
Particulars of Managing Agents, if any
appointed by the Company. :
- 6) Copies of Memorandum, Articles
of Association (with the latest
amendments, if any). :
- 7) Copies of Memorandum, Articles of
Association (with the latest amendments,
If any). :
- 8) Copies of audited balance sheets of the
Company for the last two years. :

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started. :
- 3) If registered a certified copy of certificate
of registration. :
- 4) A certified copy of the Deed of Partnership. :
- 5) Full name and address of each of the
partners and the interest of each partner
in the partnership – any special particulars
as to partners if desired to be stated. :
- 6) Whether the firm pays income tax over
Rs.10, 000/- per year. :

(To be submitted with Cover-I of Offer)

SCHEDULE 'O' SHEET – 2.

(C) In case of an Individual:

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

Dated:

.....
(Full signature of Bidder)

(TO BE SUBMITTED WITH COVER- I OFFER)

ABSTRACT FORM OF TENDER (UNPRICED)

I / We hereby tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work. : **TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."**

TENDER NO: -I&CF /SDM /DOCK/ T / 695

(b) Estimated Cost. : Rs 94,998 [Rupees Ninety Four Thousand Nine Hundred Ninety Eight Only].

(c) Earnest Money. : Rs.2,000=00 (Rupees Two Thousand only) for outside agency. Enlisted contractors of I&CF division are exempted from deposition of Earnest Money.

(d) Security Deposit
(including Earnest Money). : As per provisions in the tender.

(e) Time allowed for completion of the work. 02(Two) months.

(f) Permanent I/T A/C. No. :

(g) Maximum number of workmen to be engaged on any day. :

(h) Bank Details :

Name Of Bank:

Branch:

Branch Code:

Account Number:

(i)

RATE TENDERED BY ME / US IS : NOT TO BE QUOTED IN COVER- I OFFER

Witness:

(Signature of the Bidder)
Address:

(Name in block letters)

Address:-

Occupation:-

(TO BE SUBMITTED WITH COVER- I OFFER)

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER (UNPRICED)

To
The Manager (I&CF),
Haldia Dock Complex.

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

THE TOTAL AMOUNT OF TENDER Rs. **NOT TO BE QUOTED IN COVER I OFFER**
(Repeat in words) **NOT TO BE QUOTED IN COVER I OFFER**

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated:

(Signature of Bidder with
Seal)

WITNESS :

Signature :

Name of the Bidder

:

Address :

Name :

(In Block letters)

Address :

Occupation :

Whether
the
materials
are
available

[PROFORMA OF AFFIDAVIT TO BE SUBMITTED BY BIDDERS NOT HAVING ESI REGISTRATION]

(On Rupees Ten Non-Judicial Stamp Paper)

BEFORE THE 1ST 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 / director 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 the affidavit).

1. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has not valid E.S.I. Registration.
2. 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 (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 me

DOCK ZONE
I & C F DIVISION
HALDIA DOCK COMPLEX

DOCUMENTS

FOR

**TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO
CONTROLLING CHEMICALS IN THE DOCK ZONE OF
HALDIA DOCK COMPLEX."**

TENDER NO: -I&CF /SDM /DOCK/ T / 695

Volume - II

March 2014

Rs 300=00

DOCUMENTS

FOR

TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."

TENDER NO: -I&CF /SDM /DOCK/ T / 695

Volume - II

Issued to:

Date of Issue:

**Signature and Designation
of Issuing Officer:**

On behalf of Bidder:

**Sr. Dy.Manager (I&CF)
Haldia Dock Complex
Operational Building, Chiranjibpur
P.O. HALDIA – 721604
Purba Medinipur
Telefax :- (03224) 252110**

TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."

TENDER NO: -I&CF /SDM /DOCK/ T / 695

Volume - II

PREAMBLE TO THE BILL OF QUANTITIES

- 1.1 The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- 1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for Tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.
- 1.3 This being a **percentage rate Tender**, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to Tender properly based on his own analysis in the '**ABSTRACT FORM OF TENDER**' both in words and in figures.
- 1.4 During the detailed scrutiny and evaluation of Tender any discrepancy or error found between the figures and words in the quoted percentage at appropriate place in Bill of Quantities the following methods shall be adopted for arriving at the final figures:
 - (i) When there is a difference between percentage quoted in figure and in words, the percentage rate which complies with the amount worked by the Tenderer for this shall be taken as correct.
 - (ii) When the amount of the Tender is not worked out by the Tenderer or it does not correspond with the percentage rate (above / below / at par) written either in figures or in words then the percentage rate quoted by the Tenderer in words shall be taken as correct and the value of the Tendered amount shall be worked out accordingly.
 - (iii) When the percentage rate (above / below / at par) quoted by the Tenderer in figures and in words matches but the amount is not worked out correctly, the percentage rate quoted by the Tenderer shall be taken as correct and the value of the Tendered amount shall be worked out accordingly.

The Tender Price thus established would be taken for comparative evaluation of Tenders.

NOTE: - While quoting the rate it should be noted that the bidder should on no account overwrite the figures or use correcting fluid in the Tender. Any necessary amendment shall be made by striking out the original figure and writing the corrected figures on the top. All such amendments shall be duly authenticated by signing under office seal by the bidder. The bidder shall quote his rate in conformity with the Tender provisions with the "Form Of Tender" and " Abstract Form Of Tender" duly filled up , signed and witnessed.

ANY DEVIATION FROM THE ABOVE SHALL RENDER THE TENDER OFFER AS REJECTED.

BILL OF QUANTITIES**TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."****TENDER NO: -I&CF /SDM /DOCK/ T / 695**

It. No.	Description of item	Quantity	Rate [Rs. P.]	Unit	Amount [Rs. P.]
---------	---------------------	----------	---------------	------	-----------------

01 Supply and spraying of adulticide (Solfac / Betex or equivalent) with power sprayer for the control of mosquito with a frequency of application of 3 (Three) operations in 2 (Two) months time. The job includes out side spraying of all buildings, drains, gullies etc. at the following area :-

- i) From Berth No. 13 to Berth No. 3
 - ii) Tippler to Master control area.
 - iii) Lock area.
 - iv) Marine House area.
 - v) Oil Jetty area.
 - vi) CISF Barracks, all entry gates etc.
- with all labours, materials tools tackle including other incidentals as per direction of Engineer-In-Charge, all complete.

03 operation 31666.00operation Rs.94998.00

Total = Rs.94998.00

ABSTRACT FORM OF TENDER

I / We hereby Tender for the under mentioned work for its execution within the specified time and in accordance, in all respects with the specifications, design, drawing and instructions in writing and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as practicable.

(TO BE FILLED IN BY THE BIDDER)

(a) Name of Work. **TENDER FOR "SUPPLY AND SPRAYING OF MOSQUITO CONTROLLING CHEMICALS IN THE DOCK ZONE OF HALDIA DOCK COMPLEX."**

TENDER NO: -I&CF /SDM /DOCK/ T / 695

(b) Estimated Cost. : Rs 94,998 [Rupees Ninety Four Thousand Nine Hundred Ninety eight Only].

(c) Time allowed for completion of the work. **02 [Two] Months.**

(d) Permanent I/T A/c.No. :

(e) Maximum number of workmen to be engaged on any day. :

(h) Bank Details :

Name Of Bank :-

Branch :-

Branch Code :-

Account Number :-

IFS Code :

(i)

RATE TENDERED BY ME / US IS : %

(Percent)

ABOVE / BELOW / AT PAR WITH THE ESTIMATED AMOUNT.

Witness :-

(Signature of the Bidder)

Address :-

(Name in block letters)

Address :-

Occupation :-

Whether
the
materials
are
available

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Manager (I&CF),
Haldia Dock Complex.

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

THE TOTAL AMOUNT OF QUOTOTION Rs. -----

(Repeat in words) -----

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated :

(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder

Name :

:

(In Block Letters)

Address :

Address :

Occupation :