

# **A kv\kA kPk U'PTk TZkbbk**

**Kolkata Port Trust  
Office of Senior Executive Engineer, Development  
Civil Engineering Department**

**NIT No. DEV/T/Upkeepment/15-16/29 dated 06.07.15.**

**Sealed tenders are invited from bonafide, resourceful, experienced and reputed firms both registered with KoPT and others as per the pre-qualification criteria mentioned in the tender Document for the following work.**

**Name of Work: Providing assistance for upkeepment of office premises of Sr. Executive Engineer (Development) at 51, C.G.R. Road as and when required and as directed for one year from the date of placement of work order.**

**Estimated Amount: Rs. 2,94,537.50 (approx)**

**Time of Completion: 12 (twelve) months.**

**Earnest Money : Rs.5890.00**

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to 12-noon on 16-07-2015 on payment of Rs.300.00 only per set (non-refundable) on production of valid Permanent Account No, Sales Tax Clearance Certificates, /valid Labour License No, as may be applicable or found necessary / and documents in support of executing similar nature of works within last 3 years successfully. The same also be downloaded from KoPT website and submitted. In that case the Tenderer shall have to pay the amount of Rs.300/- [Non-refundable] towards the cost of tender document by Bank Draft or Bankers' Cheque drawn in favour of "KOLKATA PORT TRUST" at the time of submission of tender documents.

The tenders must be submitted by 3 P.M. on 17-07-2015 and tenders will be opened shortly after 3.P.M. on the same day in presence of tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same.

**Senior Executive Engineer, Development**

कोलकाता पत्तन न्यास

Kolkata Port Trust

Office of the Sr. Executive Engineer (Development)

NIT No.: DEV/T/Upkeepment/15-16/29 Dt. 06.07.2015

NOTE: Last Date of Purchase of tender documents : **16.07.15.** (up to 12 noon)

Tender is due for submission by 3:00 P.M.  
On **17.07.15.**

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**Providing assistance for upkeepment of office premises of Sr. Executive Engineer (Development) at 51, C.G.R. Road as and when required and as directed for one year from the date of placement of work order.**

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Sr. Executive Engineer (Development)

कोलकाता पत्तन न्यास  
Kolkata Port Trust  
Office of the Sr. Executive Engineer (Development)  
51, Circular Garden Reach Road  
Kolkata – 700 043  
Phone No.2409 3001/ 3006 Ext. 357

No. **DEV/T/Upkeepment/15-16/29**

Dt 06.07.15.

**NIT No. DEV/T/Upkeepment/15-16/29 dated 06.07.15.**

**Providing assistance for upkeepment of office premises of Sr. Executive Engineer (Development) at 51, C.G.R. Road as and when required and as directed for one year from the date of placement of work order.**

Sealed tenders are invited from bonafide, resourceful, experienced and reputed firms both **registered with KoPT and others** for the subject work of estimated amount of **Rs. 2,94,537.50** [approx] as per following Prequalification Criteria on **Percentage above / below /at Par basis** on estimated amount as shown in the Bill of Quantities in accordance with this **Notice Inviting Tender, the General Conditions of Contract, enclosed Instruction to Tenderer, Special Conditions of Contract, Technical Specifications for this Work and Bill of Quantities.**

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**Prequalification Criteria:**

**1.** A) Tenderer should have successfully completed similar works like Repairing / Misc.repairing / cleaning or upkeepment works of buildings / bridges / industrial structures during last **7 [seven] years** ending last day of month previous to the one in which applications are invited should be either of the following:

- a) Three similar completed works each costing not less than the amount equal to 40% of the estimated amount put to tender.
- b) Two similar completed works each costing not less than the amount equal to 50% of the estimated amount put to tender.
- c) One similar completed work costing not less than the amount equal to 80% of the estimated amount put to tender.

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

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

2. Each tenderer shall have to deposit a sum of **Rs.5,890/- (Rupees five thousand eight hundred ninety only)** as Earnest Money in the form of **Bankers' Cheque / Demand Draft / Pay Order drawn** in favour of **"KOLKATA PORT TRUST"** on any Scheduled Bank payable at Kolkata **without which no tender will be considered**. The Bankers' Cheque / Demand Draft / Pay Order should be submitted together with the sealed tender in a separate envelope. Only those tenders submitted along with the Earnest Money shall be considered.

3. The amount of Earnest Money will be refunded or released to the unsuccessful tenderer without **interest**, after the selection of a successful tenderer and in the case of the successful tenderer this amount will be adjusted against the **Security Deposit**. If any tenderer withdraws his tender before **4 (four) months** from the date fixed for receiving the same, the Earnest Money Deposit will be forfeited by the Trustees' by way of liquidated damages.

4. It is impressed upon the tenderer that his tender should be based on the Conditions stipulated in the tender document and that the tenderer should not stipulate his own condition in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tenders and it will be difficult to make assessment of the correct value of the tenders for purposes of comparison. In that event tender may be considered incomplete and may be rejected.

5. The tenderer shall include in their prices sums payable as Taxes **Particularly VAT, Royalty or** otherwise to the **Government or Public Bodies or Individual** and such taxes shall not be an extra charge payable by the Trustees'.

6. All tenderers should attach a check list as per the proforma attached with the tender documents at "ANNEXURE-D" externally with the sealed envelope containing the Tender. However the relevant documents may be enclosed with the tender in the sealed envelope as per Sl. No.15 at Page No. 4. **If the tenderer fails to submit such check list duly filled in, the tender would not be considered for opening. If contents of the check list turn out to be misrepresentation of facts, then such bids would be rejected even after opening of price bid with a recorded warning to the bidder.**

**7.(a)** i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.

ii) In case they are covered under ESI Act they have to furnish the details of registration, failing which their tender would be liable to be cancelled.

iii) In case they are not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirmed before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth **Rs.10/-** to that effect as per enclosed KoPT approved format. **(Format of affidavit is enclosed at the end of the techno-commercial Bid at Annex-B).**

- Regarding submission of Affidavit, the stamp paper should be either in the name of the tenderer or with name of the Advocate who has signed in the Affidavit. The bidder may purchase stamp-paper prior to the publication of tender but the Affidavit must be sworn after the date of hoisting/publication of NIT.

iv) In case they are not covered under ESI Act they must additionally indemnify KoPT against all damages & accident occurring to his labour in a non-judicial stamp papers worth Rs. 50.00. **(Format of indemnity Bond is enclosed at the end of the techno-commercial Bid at Annex-C).**

**7.(b)** The intending tenderer shall intimate their EPF Registration No. failing which their tender would be liable to be cancelled.

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

**9.** The undersigned does not bind to accept the lowest or any offer / tender and reserves the right to accept any tender either in part or as a whole and to reject any tender without assigning any reason whatsoever.

**10.** Tender documents shall be issued from the office of the Senior Executive Engineer, Development, 51, Circular Garden Reach Road, Kolkata-700 043. The Tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer at 15, Strand Road, Kolkata-700 001 a sum of **Rs.300/-[Non-refundable]** towards cost of Tender documents.

**11.** Tenderer may also submit the tender getting down loaded from the Web site of Kolkata Port Trust. In that case he shall have to pay the amount of **Rs.300/- [Non-refundable]** towards the cost of tender document by Bank Draft or Bankers' Cheque drawn in favour of "**KOLKATA PORT TRUST**" at the time of submission of tender documents.

**12.** If the offers are not received according to the instructions detailed above, they shall be liable for rejection. The corrections and remarks shall be either type-written or must be in ink and duly authenticated.

**13.** Even though the tenderers meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

**14.** Bidder shall not use 'white ink' for correction at any place in tender paper. Non-conformation of said instruction shall be treated as non-responsive and may disqualify the tender.

**15.** Once a Bid is submitted, it will not be allowed to revise even if the date of submission is extended.

**16.** The tender shall be submitted in sealed cover superscribed the name of work to the **Senior Executive Engineer, Development, by 3 P.M. on 17.07.2015.** After that no tender will be accepted. Last date of purchase of Tender documents is **16.07.2015 [up to 12 Noon]**. In the event of any unforeseen circumstances such as Natural Calamities, Strikes, Bandhs, Holidays etc. on that day, the tenders may be submitted by **3 P.M.** on next working day to be opened shortly thereafter.

Sr. Ex. Engineer (Development)

## **INSTRUCTION TO TENDERERS**

**1** The subject work is required to be carried out as per terms and conditions of the Tender and as directed by the Engineer. The tenderers are, therefore, required to go through all the provisions of the tender document including **Special Conditions / Instructions and Bill of Quantities** before filling the tender. In the event of contradiction between either of the two documents; **Special Conditions** will supersede **General Conditions** and **Bill of Quantities** shall supercede **General Specification**.

**2.** The tenderers shall inspect the site and its neighbourhood and acquaint themselves with actual working condition. Accessibility to the site, source of water and electricity, available working space etc., should be investigated before submitting the tender. All such factors having likely bearing on rates and progress of the work involved should be taken into consideration while submitting the tender. No claim for any extra payment will be considered by reason of any difficulty, which may arise during the progress of this work, which in the opinion of the Engineer could have been foreseen. For such inspection, he may contact the **Senior Executive Engineer (Development)** at his office.

**3.** Tenderers' attention is drawn to **Clause 3.4, 3.5, 3.6 & 8.2** of the **General Conditions of Contract** regarding **Earnest Money, Security Deposit** prescribed in the tender and **Liquidated Damage**.

**4.** The Tender / Offer shall be valid for acceptance for a period of **4 (four) months** from the date of opening of the tender.

**5.** The Engineer reserves the right to delete any item of work or introduce any new item, in the tender, if required to be done to complete the work envisaged. The Engineer also reserves the right to delete and / or modify any **Specification** or introduce any new modification for any particular item of work or for the scheme as a whole.

**6.** The tenderer is to work out his rates at **Percentage above par / below par / at par basis** or taking into account the full details of works.

**7.** The tenderer must fill in the **Form of Tender attached at Annex-A** & submit the same along with the tender.

### **8. Taxes and Duties:**

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

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

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; otherwise,

(i) The rate of payment shall be fixed on the following basis.

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

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

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

#### **10. Working Period:**

The working period will be from 08.30 Am to 05.30 PM with one hour recess on all working days.

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

The work is required to be completed within **12 (Twelve) months** from the date of placement of Work order/ LOI.

#### **12. Escalation:**

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

#### **13. On A/C. Payments for measurement work:**

The Contractor shall be paid on actual measurement of the finished work on the basis of his quoted rates. It is to be clearly understood that this not a lump sum tender. Tenderers attention is drawn to Clause 6 of the General Conditions of Contract on the relevant subject. The Engineer shall hold sole discretion as regards to release of on A/C. Payment.

**14.** The successful tenderer will be required to comply with the relevant provisions of Building and other constructions workers (Regulation of Employment and Conditions of Service)Act.1996 and West Bengal building and other construction workers (Regulation of Employment and Conditions of Service) Act.2004 as well as Building and other constructions workers' Welfare Cess Act.1996 and the rules framed hereunder.

**15.** An amount of **Cess** calculated at the rate of **1% of the billed amount** shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same the appropriate authority.

**16.** If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

**17.** While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be rejected.

**18.** Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

**19.** If require the period of contract may be extended at the existing rate and condition with the consent of lowest tenderer.

## **Scope of Work**

The work comprises of upkeement of the office of the Sr. Executive Engineer, Development on all working days which shall include all consumables including all tools and tackles to be supplied by the tenderer are as follows.

- (i) Clearing /dusting of all office furniture, Cleaning of Cobweb on the wall surface.
- (ii) Sweeping & mopping of all office room floor, corridor, stair, wall, windows glass panes etc.and removal of waste as directed
- (iii) Clearing of toilet including sanitary/pluming fittings as per direction. All clearing work should be completed before commencement of office hour . The payment will be made on operation basis (one operation consist of engagement of one no un- skilled labour for the work between 8-30 A.M. to 3-30 P.M. with one hours recess).

All consumables tools and tackles as may be necessary against attached B.O.Q. item No. 1 should be procured by the contractor in advance so that the work should not be affected any way . Which consists of broom stick , duster , toilet cleaner (Harpic or other approved brand) toilet freshener (Odonil or other approved brand) Napthonylen (Bengal Chemical or other approved brand) and Phenyl (Bengal chemical or other approved brand) .

## **SPECIAL CONDITIONS OF CONTRACT**

### **1) General :**

The Special Conditions of the Contract are part of the tender documents which must be read as a whole, the various sections being complimentary to one another and are to be taken as mutually explanatory. These conditions shall be read in conjunction with other part of tender documents, viz. General Condition of Contract, General specification for materials and workmanship, Bill of Quantities and other instructions to the tenderer herein in the tender document forming part of the contract.

### **2)Work Site:**

The work site is located at the office of the **Senior Executive Engineer, Development, 51, Circular Garden Reach Road, Kolkata-700 043..**

### **3)Sufficiency of Tender:**

- i) The tender document as furnished herein or collected by the tenderer for the purpose of the work should be properly assessed, interpolated or utilised in his offer at his own responsibility and KoPT does not guarantee sufficiency or adequacy of the data / information so supplied to him or collected or understood by the tenderer.
- ii) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the priced Bill of Quantities and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper execuion of the work.



4) **Method of Measurement:**

The Contractor shall be paid on actual measurement of the finished work or on the basis of nos. of operations carried out by him at the tender rate. It is to be clearly understood that this not a lump sum tender.

5) **Safety:**

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

6) **Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:**

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

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

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

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

7) **Discrepancies in Contract Documents:**

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

8) **Employment of Local Resources:** The contractor shall pay special attention to engage the maximum possible number of labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

9) **Workmen and Wages:**

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

**Tender for Providing assistance for upkeepment of office premises of Sr. Executive Engineer (Development) at 51, C.G.R. Road as and when required and as directed for one year from the date of placement of work order.**

### **BILL OF QUANTITIES**

<b>Item No.</b>	<b>Description of works</b>	<b>Quantity</b>	<b>Rate Rs. P.</b>	<b>Amount Rs. P.</b>
<b>1</b>	Provide assistance for upkeepment of office premises as and when required and as directed for the office of the Sr. Executive Engineer (Dev).(With consumables ).	250 operations	<b>405.59</b> per operation (rupees four hundred five and paise fifty nine only)	1,01,397.50
<b>2</b>	Provide assistance for upkeepment of office premises as and when required and as directed for the office of the Sr. Executive Engineer (Dev.). ).(Without consumables ).	500 operations	386.28 per operation (rupees three hundred eighty six and paise twenty eight only)	1,93,140.00

**Total amount =Rs2,94,537.50**

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

(a).....% (in figures)	}	Below par (-) <b>Rs.</b>
.....Percent (in words)	}	
(b).....	At par	NIL
(c).....% (in figures)	}	Above par (+) <b>Rs.</b>
..... Percent (in words)	}	

**Total Tendered Amount = Rs.**

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

Maximum number of workmen likely to be engaged in a day's work..... numbers  
 Permanent Income Tax A/C. No.....

Date:

\_\_\_\_\_  
 (Signature of Tenderer)

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

## **Annexure- A**

**कोलकाता पत्तन न्यास के न्यासी बोर्ड**

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

**निविदा फार्म / FORM OF TENDER**

CONTRACT NO. \_\_\_\_\_.

The Chief Engineer,  
Kolkata Port Trust,  
Kolkata- 700001.

I/We .....  
of .....  
having examined the site of works, inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **12 (Twelve) months** (including preliminary time) from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/We also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

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

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

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

I/We have deposited with KOLKATA PORT TRUST, a sum of .....vide Pay Order/Demand Draft No.....dt.....of.....(name of Bank) as Earnest Money.

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

Signature of Tenderer  
(Seal of the Tenderer)

Witness:

Signature \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**Annexure- B**

**(Format of Affidavit)**

**On the Rupees Ten Non-Judicial Stamp Paper.**

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

**AFFIDAVIT**

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

1. **THAT** I am the proprietor/Partner of ..... having offer 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).

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 files before the Kolkata Port Trust as per the Clause  
No.8 of the Tender No. DEV/T/Upkeepment/15-16/29 dt **06.07.15**. issued by Kolkata Port  
Trust in respect of the work “Tender for Providing assistance for upkeepment of office  
premises of Sr. Executive Engineer (Development) at 51, C.G.R. Road as and when required  
and as directed for one year from the date of placement of work order.”

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

**DEPONENT Identified by me**

## **Annexure- C**

### **(Format of Indemnity Bond)**

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

### **INDEMNITY BOND**

By THIS BOND I, Shri/Smt....., son of

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

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

**3. NOW THIS BOND OF INDEMNITY WITNESSTH** THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accident occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. DEV/T/Upkeepment/15-16/29 dt.06.07.2015.

**4. AND** the Contractor hereunder agree to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I, ....., the Partner/  
Proprietor/Director..... Hereto set and seal this the  
..... Day of ..... in the year .....at .....

**Signature of the Indemnifier**

#### **Sureties:**

#### **1. Signature:**

Name:

Address:

#### **2. Signature**

Name:

Address:

#### **Witnesses:**

#### **3. Signature**

**Name**

**Address**

**Annexure- D**

**PROFORMA FOR CHECK LIST**

**(To be submitted separately over the sealed envelope)**

The Senior Executive Engineer,  
Development,  
Kolkata Port Trust.

Ref: NIT No : DEV/T/Upkeepment/15-16/29 dated 06.07.15.

The following documents are enclosed in the sealed envelope containing our tender in connection with the above NIT. The original of the documents would be shown for verification as and when necessary.

1. Treasury receipt in original for Cost of Tender documents and Demand Draft/ Bankers Cheque for Earnest Money.
2. Proof of experience as per pre- qualification criteria.
3. Copy of ESI registration certificate,  
Or,

An affidavit in original affirmed before a first class Magistrate indicating that ESI Act. is not applicable on Non- Judicial stamp paper worth Rs.10.00 and Indemnity bond in original in favour of Kolkata Port Trust drawn on a Non- Judicial stamp worth Rs. 50.00 both as per attached proforma of tender.

4. Copy of VAT Reg. Certificate.
5. Copy of I.T. Pan Certificate.
6. Copy of Labour license (if applicable)
7. Copy of Trade License (if applicable)
8. Copy of annual financial turnover with profit & loss account for last 3 years ending 31<sup>st</sup> March of the previous financial year.
9. Service Tax. Registration Certificate.
10. EPF Registration Certificate.

Encl: As above.

Yours faithfully

(Signature of the Tenderer with seal)