

कोलकाता पत्तन न्यास

KOLKATA PORT TRUST

सिविल इंजीनियरिंग बिभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, कोलकाता का कार्यालय/

Office of the Senior Executive Engineer, Kolkata

15, स्ट्रैंड रोड, कोलकाता – 700 001/ 15, Strand Road, Kolkata – 700 001

दुरभाष/ Phone: 2230-3451, विस्तार/ Extension: 388, 392

No: CT/38/2014-15/715

Dated: 11/03/2015.

NIT NO. CT/38/2014-15/714 Dated: 11/03/2015.

Sealed tenders are invited from experienced and bonafide registered contractors of Ko.P.T for the following work :-

1. **Name Of Work :-** Tender for Providing and supplying unskilled labourers with necessary tools & tackles as and when required for miscellaneous works at various sites under the jurisdiction of Sr. Ex. Engineer (Kolkata) For a period of one year from the date of placement of work order [2014-15]
2. **Estimated amount :-** ` 1,14,108.00
3. **Time of completion :-** 12 Months
4. **Earnest Money :-** Not required for enlisted contractors
5. **Period of sale of tender document :-** From 10:00 AM on 12/03/2015 upto 4:00 P.M on 26/03/2015.
(a) **Last date of submission & opening of tender :-** Submission upto 3.00 PM on 27/03/2015.
Opening shortly after 3.00 PM on 15/01/2015.
6. **Cost of tender document :-** ` 300 per set (non-refundable)

Tender documents can be obtained from the office of the undersigned during office hours on any working day on payment of cost of tender document on application or may be downloaded from the Ko.P.T website before 12 noon of last date of sale.

1. The intending bidder should have successfully completed similar works like **work of cleaning offices and / or office upkeepment works and / or facility management works and / or any civil engineering works** during last 7 years ending on the last day of the month previous to the one in which applications are invited and the value of completed work(s) should be either of the following :-

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

CT/38/2014-15/715

Dated: 11/03/2015.

2. The intending tenderer should have average Annual Financial turnover during the last 3 years ending 31st March of the previous financial year should be at least 30% of the estimated amount put to tender.
3. The tenders must be submitted along with copy of VAT, ESI Registration Certificate or Affidavit regarding non-applicability of ESI, PAN Card, P.Tax Clearance Certificate / Last payment Challan, Indemnity Bond, Trade License, Valid Labour License (if applicable) and documentary evidences in support of Prequalification criteria as mentioned above as stipulated in the tender conditions within the last date and time of submission as given above.

Tenders will be opened in presence of tenderers or their authorised representatives who may wish to be present. In the event of any unforeseen circumstances such as suddenly declared holidays, bandhs, strikes etc. on that day, the tenders may be submitted by 3:00 P.M. on the next working day, and will be opened shortly after 3:00 P.M. on the same day. EXCEPT THIS, THE TENDER SHALL NOT BE EXTENDED IN ANY CASE.

Sr. Ex. Engineer (Kolkata)

Copy to the Chief Engineer through Dy.Chief Engineer-IV for information please.

Copy to the Senior Executive Engineer, KPD/ NSD/ South/ Railways/ RS/ Dev/ RT/ Contract/ Environment, for circulation please.

Copy to the F.A. & C.A.O. for information please.

Copy to the Director, P&R (Attn: In Charge Computer Centre). The soft copy of NIT is being sent to you for insertion in Kolkata Port Trust website and the tender shall be sent in due course. Downloading of tender documents shall be blocked after 12 noon **26.03.2015.**

Sr. Ex. Engineer (Kolkata)



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST

सिविल इंजीनियरिंग बिभाग / Civil Engineering Department

वरिष्ठ कार्यकारी अभियंता, कोलकाता का कार्यालय/

Office of the Senior Executive Engineer, Kolkata

15, स्ट्रैंड रोड, कोलकाता – 700 001/ 15, Strand Road, Kolkata – 700 001

दुरभाष/ Phone: 2230-3451, विस्तार/ Extension: 388, 392

NOTICE INVITING TENDER

Tender Notice No: CT/38/2014-15/714

Dated: 11/03/2015

Messrs/ Shri

.....
.....

Dear Sir(s),

Reg:- Tender for Providing and supplying unskilled labourers with necessary tools & tackles as and when required for miscellaneous works at various sites under the jurisdiction of Sr. Ex. Engineer (Kolkata) For a period of one year from the date of placement of work order [2014-15]

Sealed tenders are invited from resourceful, experienced and bonafide **Registered Contractors of KoPT** for the subject work as per following Prequalification Criteria on **percentage above/below/at par** basis on estimated rates / amount (as shown in Bill of Quantities) in accordance with this Notice Inviting Tender, the General Conditions of Contract, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for this particular contract.

1. Pre-qualification Criteria:

The intending bidder should have successfully completed similar works like **work of cleaning offices and / or office upkeepment works and / or facility management works and / or any civil engineering works** during last 7 years ending on the last day of the month previous to the one in which applications are invited and the value of completed work(s) should be either of the following :-

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

Estimated amount put to tender :- ` 1,14,108.00

Earnest Money Deposit :- Not required for enlisted contractors

Time Of Completion :- (12) twelve months.

Cost of tender documents:- ` 300.00 per set. (non-refundable)

Period of sale of tender documents:- On any working day from 12/03/2015 to 26/03/2015 upto 12.00 P.M on application from SEE (Kol) office. **OR** From website www.kolkataporttrust.gov.in before 12.00 P.M on 26/03/2015.

Date of submission & opening :- 27/03/2015
Submission :- upto 3.00 P.M
Opening :- Shortly after 3.00 P.M

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

1. The Trustees' General Conditions of Contract, Schedules of Rates may be seen at this office during office hours on any working day. The GCC is also available on Ko.P.T's website. Rest of the tender documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.
2. In case of a tenderer who has already deposited a Permanent Security with the KoPT under the new rules, he shall be bound by the Clauses of the General Conditions of the Contract pertaining to Earnest Money and Security Deposits for Registered Contractors.
3. The tenderer who is tendering beyond his financial limit as per class of enlistment with KoPT, is required to deposit the Earnest Money Deposit in the form of **Bankers' cheque / Demand Draft / Pay order** in favour of "**KOLKATA PORT TRUST**" on any Schedule Bank payable at Kolkata before submission of the tender. The original Bankers' cheque / Demand Draft / Pay order must be attached with the tender without which the tender may be disqualified. The tenderer in such a case may also submit the EMD in cash with Trustees' Treasurer and submit the treasury receipt thereof in original with his offer.
4. The EMD amount will be refunded to the unsuccessful tenderer without **any interest**. In case of being the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C. Tender offer without EMD will be rejected.
5. In case a bidder submits his offer after downloading the tender documents from Ko.P.T's website, he shall have to pay the cost of tender document by draft or by banker's cheque drawn in favour of '**Kolkata Port Trust**' at the time of submission of tender offer.
6. The rate quoted by the Contractor must be valid up to four months after opening of tender.
7. The rate quoted by the tenderer should be complete in all respect and should include all duties, taxes, octroi, surcharge etc.
8. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any correction necessary, 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 liable to be rejected.
9. The tender duly filled in, totalled and signed along with the following documents shall be submitted in sealed cover superscribing the above name of work so as to reach this office within 3:00 P.M. on **27/03/2015**. The tender will be opened shortly after 3:00 P.M, on the same day and intending bidders or their authorised representatives may attend the same. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3:00 P.M. on the next working day, and will be opened shortly after 3 P.M. on the same day. All other conditions shall remain the same. EXCEPT THIS, THE TENDER SHALL NOT BE EXTENDED IN ANY CASE.
 - i. Cost of tender documents (if downloaded from website).
 - ii. Copy of TR of Standing Security Deposit.
 - iii. Copy of the documents in support of pre-qualification criteria as mentioned above.
 - iv. Copy of valid Trade Licence.
 - v. Copy of VAT registration certificate.
 - vi. Copy of IT registration certificate / PAN card.
 - vii. Copy of professional tax clearance certificate / upto date challan.
 - viii. Copy of ESI registration certificate or an affidavit on ` 10 non-judicial stamp paper regarding non-applicability of the same.

10. All the tenderers should submit the above documents along with proforma of checklist attached with the ***tender documents in a sealed cover.*** **If the tenderer fails to submit such check list duly filled up, the tender would not be considered for opening.** If contents of 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 for the bidder.
11. The tenderer must return the tender document duly filled in and signed in all pages over his office seal. The tenderer shall not impose his own terms and conditions. Such a tender is liable for rejection at the option of the tender inviting authority without further reference to the tenderer.
12. Micro and Small Enterprises firms registered with National Small Industries Corporation (under single point registration scheme) shall be exempted from payment of cost of Tender Document and depositing Earnest Money, for which copy of valid National Small Industries Corporation certificate is to be attached.
13. The undersigned does not bind him to accept the lowest or any tender or to assign any reason there for and also reserve the right to accept or reject any or all the tenders in part or whole.

Senior Executive Engineer (Kolkata)

Tender For Providing And Supplying Unskilled Labourers With Necessary Tools & Tackles As And When Required For Miscellaneous Works At Various Sites Under The Jurisdiction Of Sr. Ex. Engineer (Kolkata) For A Period Of One Year From The Date Of Placement Of Work Order [2014-15]

NIT No:- CT/38/2014-15/714 dated 11/03/2015.

INSTRUCTIONS TO BIDDER

- 1) The successful tenderer will be required to comply with the relevant provisions of building and other construction 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 Construction Workers' Welfare Cess Act, 1996 and the rules framed there-under.
- 2) An amount of Labour Welfare 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 to the appropriate authority.
- 3) **Submission of required documents with tender offer :-**
 - (i) The bidders should furnish documents regarding experience criteria and turnover criteria as per clause **1 of NIT** along with the tender offer.
 - (ii) When the tender is opened between April to June of any year and the bidder is unable to submit audited accounts of the previous year i.e latest financial year, the bidder may submit audited accounts of the financial year previous to the latest financial year.
 - (iii) In case tender is opened after June of any year and the bidder is unable to submit audited accounts of the previous year i.e latest financial year, the bidder may submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.
 - (iv) In case a bidder is unable to submit documents required as per NIT along with the tender offer, the bidder should state it clearly on the checklist and submit the same and the Indemnity Bond within 15(fifteen) days from the date of communication in the matter, **failing which the offer shall be evaluated based on the submitted documents.**
 - (v) In case a bidder submits valid Professional tax Clearance Certificate / Challan valid for the last completed financial year and not the current one and if he is awarded the contract then it will be the contractor's responsibility to comply with the requirements of the concerned authority during the entire tenure of the contract.
- 4) 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.
- 5) **Bidder shall not use 'White Ink' for correction at any place of the tender paper.** Non-conformation to the instruction shall be treated as non-responsive and hence, may disqualify the tender.
- 6) The tender shall be evaluated on lowest offer basis.

Tender For Providing And Supplying Unskilled Labourers With Necessary Tools & Tackles As And When Required For Miscellaneous Works At Various Sites Under The Jurisdiction Of Sr. Ex. Engineer (Kolkata) For A Period Of One Year From The Date Of Placement Of Work Order [2014-15]

NIT No:- CT/38/2014-15/714 dated 11/03/2015.

SPECIAL CONDITIONS OF CONTRACT

1. **General:-**These conditions 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. Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Instructions to Bidders, Bill of Quantities and other documents forming part of this Contract. If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.
- o Order letter.
 - o Bill of Quantities.
 - o Drawings (if any).
 - o Specifications for materials & workmanship.
 - o Special Conditions of the Contract.
 - o General Conditions of Contract.

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

2. **Scope Of Work :-** The work comprises of providing services of unskilled labourers with necessary tools & tackles as and when required for miscellaneous works at various sites under the jurisdiction of Sr. Ex. Engineer (Kolkata) For a period of one year from the date of placement of work order.
3. **Work Site:** The Work site shall be located at various sites under the jurisdiction of Sr.Ex.Engineer (Kolkata) and as described in the name of the work as per requirement of works. The tenderer shall visit the sites of work and acquaint himself with the location before quoting his rates. The contractor shall bear in mind that least possible inconvenience are to be created for users of essential facilities located within or in the vicinity of the works site during the tenure of his work.
4. **Working Period:** Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work for which no additional payment shall be made beyond the quoted rate.
5. **Time of Completion:** The work is to be completed within 12 (twelve) months from the date of placement of Work Order.
6. **Water:** If available, drinking water for contractor's workmen shall be provided near the site free of cost.
7. **Supervision:** The contractor shall supervise and execute the work. The contractor shall solely be responsible for any defective construction/ rectification as a result of poor supervision.
8. **Escalation/ variation in Prices:** No escalation/ variation on prices of labour as well as materials will be considered for payment.
9. **Errors in the B.O.Q:** In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.
10. **Electricity:** Necessary power for illumination, electrical connection etc. shall be provided by Ko.P.T free of cost from nearby available point. The contractor shall be required to make arrangement for connections etc.

11. **Security Restrictions:** :- Keeping in mind the security rules and regulations applicable at Trustees' offices / other premises regarding entry and exit, the successful tenderer shall arrange for necessary permit / ensuring identity of workmen as and when required for men , material and vehicle at no extra cost to the Trustees.

12. **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 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 Bye-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 sub contractor.

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.

13. Regarding extra, excess / delay / extension of time/ Liquidated damages for delay / Termination of Contract, necessary action shall be taken as per relevant provisions of the Trustees' General Conditions of Contract.

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

Tender For Providing And Supplying Unskilled Labourers With Necessary Tools & Tackles As And When Required For Miscellaneous Works At Various Sites Under The Jurisdiction Of Sr. Ex. Engineer (Kolkata) For A Period Of One Year From The Date Of Placement Of Work Order [2014-15]

NIT No:- CT/38/2014-15/714 dated 11/03/2015.

PREAMBLE TO THE BILL OF QUANTITIES

1. The Bill of Quantities must be read along with the General Conditions of Contract, the Special Conditions of Contract 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.
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 Engineer or his Representative shall measure the measurements of each item of work jointly.
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.
4. In such cases, if arithmetical error is committed by the tenderer in working out the amount, the tendered percentage shall be taken into account and the amount corrected and the corrections authenticated by the tenderer.
5. When there is a difference between the percentage quoted in words and in figures, the percentage rate which complies with the amount worked out by the tenderer for this amount shall be taken as correct.

Tender For Providing And Supplying Unskilled Labourers With Necessary Tools & Tackles As And When Required For Miscellaneous Works At Various Sites Under The Jurisdiction Of Sr. Ex. Engineer (Kolkata) For A Period Of One Year From The Date Of Placement Of Work Order [2014-15]

NIT No:- CT/38/2014-15/714 dated 11/03/2015.

BILL OF QUANTITIES

SI No.	Description of Item	Quantity	Rate (Rs. P)	Unit	Amount (Rs. P)
1.	Provide & supply unskilled labourer [as defined in the Circular for monthly minimum Rates of wages issued by Labour Commissioner, Government of West Bengal]with necessary tools, tackles, equipments etc as and when required for miscellaneous works which are otherwise non –measurable at various sites under Sr.Ex.Engineer (Kol)	400 Nos.	285.27 Per shift.	Per Head / Per shift of 8 hrs.	1,14,108.00

TOTAL Rs 1,14,108.00

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

.....
(in words)

2) At par

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

Rs.

.....
(in words)

Total amount in words : Rupees

Time of Completion : 12 (Twelve) months

Signature of the Tenderer(s) :

Name and address of the Tender(s) :

Permanent Income Tax A/C.No. :

Valid E.S.I. Registration No. :

Tender opening officer : i).....

ii).....

Whether the tenderer is covered under E.S.I. Act or not : **YES / NO**

List of documents submitted in connection with E.S.I. Act : i)

ii)

iii)

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

NIT No:- CT/38/2014-15/714 dated 11/03/2015.

CONTRACT NO.

To

I/We
 of

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

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

(Rupees in words)

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

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

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

Signature of Tenderer
 (Seal of the Tenderer)

Witness :
 Signature _____

Name _____
 (In Block Letters)

Name of the
 Tenderer : _____

Address: _____

Dated: _____

Occupation: _____

Address: _____

To,
The Sr. Ex. Engineer (Kolkata).
Kolkata Port Trust.

Reg :- Tender Notice No: CT/38/2014-15/714 dated: 11/03/2015

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 requested.

1. Cost of tender documents (if downloaded from website).
2. Treasury Receipt in original for Earnest Money / Bankers Cheque / Demand Draft for Earnest Money.
3. Proof of experience as per pre-qualification criteria of NIT.
4. Copy of Trade License.
5. Copy of VAT registration certificate.
6. Copy of IT registration certificate / PAN card.
7. Copy of professional tax clearance certificate / upto date challan.
8. Copy of ESI registration certificate or an affidavit on Rs 10 non-judicial stamp paper regarding non-applicability of the same.
9. Indemnity bond on Rs 50/- Non-Judicial Stamp paper.

Enclo : As above.

Yours faithfully,

(Signature of the Tenderer).

On the Rupees Ten Non-Judicial Stamp Paper.

BEFORE THE 1ST 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.10 of the Tender No.CT/38/2014-15/714 dt. 11.03.2015 issued by Kolkata Port Trust in respect of the work "**Tender for providing services of unskilled labourers with necessary tools & tackles as and when required for miscellaneous works at various sites under the jurisdiction of Sr. Ex. Engineer (Kolkata) For a period of 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

INDEMNITY BOND**(On Rs 50 Non-Judicial Stamp Paper)**

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 accidents to the Labourer Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer/contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. CT/ 38 /2014-15/714 of 11.03.2015.

4. AND the Contractor hereunder agree to indemnify 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. Name :
 Address :

2. Name :
 Address :

Witnesses :