



कोलकाता पत्तन न्यास
KOLKATA PORT TRUST

सिविल इंजीनियरिंग विभाग / Civil Engineering Department
वरिष्ठ कार्यपालक अभियंता (साऊथ) का कार्यालय
Office of the Senior Executive Engineer (South)
51, Circular Garden Reach Road, Kolkata: 700 043

Website- www.kolkataporttrust.gov.in

No. CE/South/163/T-10/225

Dated:20.08.2015

Tender Notice No.: CE/South/163/T-10

Dated: 20.08.2015

Name of Work:

Tender for extermination treatment for white ants/termites, pests, etc. at Port Land Park Complex for one year from the date of placement of work order.

Estimated Cost put to tender:

Rs.1,22,500=00

Earnest Money :

Rs.2,450/=

Cost of Tender Papers:

Rs. 600/- (Non refundable)

Time of completion:

12 (twelve) Months

Last date of purchase of Tender documents:

17.09.2015 (up to 12 Noon)

Last date of Submission 18.09.2015 up to 3 P.M. at Senior Executive Engineer (South)'s office Details may be obtained from Kolkata Port Trust website:www.kolkataporttrust.gov.in and in Govt. of India website: www.eprocure.gov.in

Date of opening of tender 18.09.2015 shortly after **3 P.M.** at Senior Executive Engineer (South)'s office.

Tender Authority:

Chief Engineer, Kolkata Port Trust
15, Strand Road, Kolkata-700 001.

वरिष्ठ कार्यपालक अभियंता(साऊथ)
Senior Executive Engineer (South)



Kolkata Port Trust
Office of Senior Executive Engineer (South)
Engineering Department

Tender Notice No.CE/South/ 163/T-10/225

Dated : 20.08.2015

Sealed tenders are invited from experienced and bonafied registered contractors of KoPT as well as from the outside Contractors for the following work.

**Name of Work: Tender for extermination treatment for white ants/termites, pests, etc.
at Port Land Park Complex for one year from the date of placement of work order.**

Estimated Amount : **Rs.1,22,500=00**

Time of Completion: **1 (One) year (from date of placement of work order)**

Earnest Money : **Rs.2,450/=**

Tender documents can be obtained from the office of the undersigned during office hours on any working day and up to **12-noon on 17.09.2015** on payment of Rs. 600/= only per set (non-refundable) on application in duplicate or may be downloaded from the KoPT website www.KolkataPortTrust.gov.in before **12- noon on 17.09.2015**.

The tenders must be submitted along with copy of valid Permanent Account No., valid Sales Tax Clearance Certificate/VAT Registration Certificate./ Valid Labour Licence no. & Trade Licence No.(as applicable) & documentary evidence in support of Prequalification Criteria, E.P.F. Regn.Certificate & E.S.I. Regn. Certificate as per norms by **3 P.M on 18.09.2015** fulfilling clause no. 5 of the cover page of tender document. The tenderers must submit Annexure – “C” duly filled in along with the tender documents (outside the sealed envelope).

1. Tenderer should have experience in extermination treatment for white ants/termites, pests, insects etc. etc. and have successfully completed similar works 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 amounting not less than the amount equal to 40% of the estimated cost put to tender.
- b) Two similar completed works each amounting not less than the amount equal to 50% of the estimated cost put to tender.
- c) One similar completed work amounting not less than the amount equal to 80% of the estimated cost put to tender.

The Tenders must be submitted by 3.00 P.M. on **18.09.2015** 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 3 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.

Sr.Executive Engineer, South

Kolkata Port Trust
Office of The Senior Executive Engineer (South)
Engineering Department

No.: CE/South/ 163/T-10/225

Dated:20.08.2015

Messrs/ Shri.....
.....
.....

Dear Sir/s.

Call for Tender.
Contract No. (S)
EEO No.43 (S) Dt 10.03.2015
C.E.O.No.H/S/ Dt.

Name of the Work: Tender for extermination treatment for white ants/termites, pests, etc. at Port Land Park Complex for one year from the date of placement of work order.

Sealed tenders are invited from resourcesful, experienced and bonafide Contractors & also from Registered Contractors of KoPT for the subject work as per following Prequalification Criteria at **Percentage Above par / At par/Below par** of estimated cost put to tender as shown in the 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.

Pre-qualification Criteria:

A) Tenderer should have experience in extermination treatment for white ants/termites, pests, insects etc. etc. and have successfully completed similar works 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 amounting not less than the amount equal to 40% of the estimated cost put to tender.
 - b) Two similar completed works each amounting not less than the amount equal to 50% of the estimated cost put to tender.
 - c) One similar completed work amounting not less than the amount equal to 80% of the estimated cost put to tender.
2. The Trustees' General Conditions of contract, Schedules of rates may be inspected /looked into at this office during office hour. Rest of the documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.
 3. 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.
 4. The tenderers, except the KoPT registered Contractors, are requested to deposit a sum of **Rs. 2,450/=** as Earnest Money in from of **Bankers' cheque / Demand Draft / Pay order** in favour of **"KOLKATA PORT TRUST" on any Scheduled 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. This Cheque/D.D. will be refunded to the unsuccessful tenderers without **any interest**. In case of the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C.
 5. The tenderers (Registered contractors of KoPT) may also submit their tender getting downloaded before 12 noon on **17.09.2015** from the website of KoPT. In that case the bidding party shall have to pay the amount of **Rs. 600.00 (non-refundable)** towards the cost of bid document by Demand Draft, Pay Order or Banker's Cheque drawn in favour of 'Kolkata Port Trust' at the time of submission of tender documents.
 6. The rates quoted by the Contractor must be valid up to **four (4) months** after opening of the tender.
 7. The rate quoted by the tenderer should be complete in all respect and should include all taxes, octroi, surcharge etc. and no extra payment, whatsoever will be entertained by the Trustees' under any circumstances.
 8. While quoting the rate it should be noted that the tenderer should not 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. 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.

10. The tender duly filled in, totalled and signed along with the following documents shall be submitted in sealed cover superscribed the above name of work so as to reach this office within **3 P.M. on 18.09.2015**. The tender will be opened shortly after 3 P.M., on the same day and the intending tenderers or their authorised representatives may attend. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3 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.

- i) Copy of the documents in support of Prequalification Criteria as mentioned in **Clause – A** above.
- ii) Copy of Vat Registration Certificate.
- iii) Copy of ESI Regd. Certificate or copy of documents as mentioned in **Clause No.: 21** of Special Conditions of Contract.
- iv) Copy of E.P.F. Regn. Certificate
- v) Copy of PAN Card

11. All tenderers should attach a check list duly filled up as per the proforma supplied with the tender document (**at Annexe – C**) **externally** with the sealed envelope containing the tender and the requisite documents. If the tenderer fails to submit such check list duly filled up, the tender would not be considered for opening. If contents of the check list turns out to be misrepresentation of facts, then also such bids would be rejected even after opening of Price bid with a recorded warning for the tenderer.

The undersigned does not bind himself 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.

Enclose: All papers as stated above.

Yours faithfully,

Senior Executive Engineer, South

Name of the Work: Tender for extermination treatment for white ants/termites, pests, etc.

at Port Land Park Complex for one year from the date of placement of work order.

Scope of the Work :

The works consist of extermination treatment for white ants/termites, pests, insects etc. at Port Land Park Complex, as set forth in the Bill of Quantities.

SPECIAL CONDITIONS OF CONTRACT

a) 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. These conditions shall be read in conjunction with the other parts of the tender documents viz. Trustees' General Conditions of Contract, Drawings if any, and other documents forming part of the Contract.

Unless otherwise specified the work to be provided for by the contractor shall include but not be limited to the following:

- a. Provide all materials, supervision, testing, services, scaffolding, formwork, reinforcements, temporary drainage, temporary fencing and temporary lighting as required for safety and work purposes etc, for the execution of the work.
- b. To take all the safety measures like using safety belt, helmet etc. required for such type of work and if required, insures the labourers against any accident, which may occur in the course of execution of the job.
- c. Making good any damage done to any property during execution of work.
- d. The Contractor shall at all times carry out work in a manner creating least interference to existing services.
- e. The work is to be carried out in phased manner as per availability of working place.

b) Work Site :

The work site is at **Port Land Park Complex** for a period of one year. The tenderer shall visit the site of work & acquaint himself with exact nature, scope & site of work before quoting the rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender. The contractor shall bear in mind that least possible inconvenience to be created for users of essential facilities located within or in the vicinity of the work site during the tenure of his work.

c) Working Period :

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. In case of any deviation from this the contractor shall have to take prior permission from the Engineer-in-Charge. 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. The tenderer should include in his rates the cost, if any, involved on these accounts.

d) Time of Completion :

The work is periodical in nature and will be completed within **1(one) year** from the date of placement of order.

e) Workmanship :

The contractor shall maintain workmanship as per norms with an idea of providing a trouble-free service to the users of different facilities.

f) Testing of materials :

The Contractor shall submit documents from the reputed manufacturers in support of the chemicals to be used at site along with certification from IS/BS etc. if available.

g) Escalation/ variation in Prices :

No escalation/ variation on prices of labour as well as materials will be entertained.

12. Discrepancies in the 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 tenderer's attention is drawn to clause 4.3 of the General Conditions of Contract in this respect. The execution of work shall confirm 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.

13. Specifications/ Codes and Standards :

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

14. Plants and Equipments :

All required plants and equipments shall have to be supplied by the successful tenderer for completion of the job at his own cost.

15. Safety:

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. The contractor shall provide all necessary first aid measures, in proper condition, which shall be readily available for use during work. The contractor shall adopt all the above safety measures at his own cost.

16. Protection of existing services:

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labourers.

The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and do any further work considered necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered for his running bill for which Engineer's decision shall be final and binding.

17. Cleaning during execution and after completion:

On completion of the works the contractor shall clean the site as required during execution.

18. Water:

Water required for drinking and other purposes and for works will have to be arranged by the Tenderer at their own cost. However, KoPT may arrange to provide a source of supply for drinking water at one point free of charge which the Contractor may use for the purpose of drinking water only.

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

21. Compliance of ESI Act – 1948:

- 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 affirmed before a first class Judicial Magistrate to that effect as per enclosed Proforma (**Marked Annexure – A**).
- iv) In case they are not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour in a Non – Judicial Stamp Paper worth Rs. 50.00. The same should be submitted by the L -1 tenderer after opening of the tender. The Proforma Indemnity Bond shall have to be collected by the L – 1 tenderer from the office of the Senior Executive Engineer, South after opening of the tender.

22. Compliance of Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Other Construction Workers' Welfare Cess Act, 1996.

- i) 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.
- ii) 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 to the appropriate authority.

23. All intending tenderers shall furnish the details of P.F. Registration, failing which their tenee4 would be liable to be cancelled.

24. Income Tax and other Taxes as applicable will be deducted as per rule / Government notification (s).

25. Terms of payment will be guided by G.C.C. **Clause No.: 6**

PREAMBLE TO THE BILL OF QUANTITIES

**Tender for extermination treatment for white ants/termites, pests, etc.
at Port Land Park Complex for one year from the date of placement
of work order.**

1. The Contractor shall bear in mind that the work is purely petty in nature and have to be carried out according to the necessity / requisition of the users or as directed by the officials of this office, as and when required, during the period of the contract. The work relates to the necessary maintenance work for which the successful tenderer shall have to keep contact with the Site-In-Charge regularly for taking instructions / requisitions for the works to be attended.

2. The quantities as given in the Bill of Quantities are notional and the actual execution of the work may vary considerably according to the actual requirements of sites. It may so happen that sometimes the whole BOQ quantity will not be required to execute or may be, to be executed in excess.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

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..... month/week 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.....

(Repeat in words)

..... I/We requiredays/
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 D.D./B.C./P.O. a sum of Rs..... vide 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 _____ Name of the
(In Block Letters) Tenderer :

Address: _____

Dated: _____

Address: _____

Occupation: _____

On the 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 ofhaving 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).

2. THAT my aforesaid Firm is exempted from E.S.I Act and the said Firm has no valid
E.S.I Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the
Clause No.....of the Tender No.....issued by the
Kolkata Port Trust in respect of the work(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

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 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. of

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
 theday ofin the year
 at

Sureties :

Signature
of the Indemnifier

1. Name :
Address :
2. Name :
Address :
Witnesses :

ANNEXURE – “C”

**To
The Sr.Executive Engineer, (South)
Kolkata Port Trust.**

Re : NIT No. CE/South/163/T-10 dated 20.08.2015

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. Treasure Receipt in original for earnest money/Bankers Cheque for Earnest Money.
 2. Proof of experience and turn over as per pre-qualification criteria.
 3. ESI registration certificate, if applicable
- Or
4. 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/= and indemnity bond in original in favour of KoPT drawn on a non-judicial stamp worth of Rs.50.00, both as per your given proforma.
 5. The VAT registration certificate.
 6. E.P.F. Registration Certificate, if applicable.
 7. I.T. PAN certificate.
 8. Copy of Trade Licence (if applicable).

Encl.o : As above.

Yours faithfully,

Signature of the Tenderer