

# कोलकाता पत्तन न्यास

## KOLKATA PORT TRUST

सिविल इंजीनियारिंग विभाग / 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**

No: CT/26/2015-16/368

Dated: 04/09/2015.

Messrs/ Shri .....

.....

.....

Dear Sir(s),

**Sub: Tender for Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

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:**

- A.** The intending bidder should have successfully completed similar works like any Civil Engineering work 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.

**Estimated amount put to tender :-** ` 68,086.20

**Earnest Money Deposit :-** Not required for enlisted contractors.

**Time of Completion :-** 01 (One) month

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

**Period of sale of tender documents:-** On any working day from **07/09/2015 to 22/09/2015 upto 12.00 P.M on application from SEE(Kol)'s office.**

**OR**

From website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) before 12.00 P.M on 22/09/2015.

**Date of submission & opening :-**

**23/09/2015**

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 31<sup>st</sup> March of the last financial year should be at least 30% of the estimated amount put to tender.
2. 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.
  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 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.
  5. 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.
  6. 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.
  7. The rate quoted by the tenderer should be complete in all respect and should include all duties, taxes, octroi, royalty, surcharge etc except Service Tax. Reimbursement of service tax will be made to the contractor by Ko.P.T on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994.
  8. The rate quoted by the Contractor must be valid up to four months after opening of tender.
  9. The rate quoted by the tenderer should be complete in all respect and should include all duties, taxes, octroi, surcharge etc.
  10. 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.
  11. 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 **23/09/2015**. 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 notice inviting tender shall not be extended under any situation.**
    - i. Cost of tender documents (if downloaded from website).
    - ii. Earnest Money Deposit in requisite form (if required).
    - 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.
- ix. Copy of EPF Registration certificate.

12. 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.

13. 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.

14. 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.

15. 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 Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

**NIT No:- CT/26/2015-16/368 dated 04/09/2015.**

**INSTRUCTION TO TENDERER**

- 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 (if required) 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.

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**Tender for Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

**NIT No:- CT/26/2015-16/368 dated 04/09/2015.**

**SCOPE OF THE WORK**

The scope of the work includes carrying out all works as described and set forth in attached Bill of Quantities. However, the items as well as quantities put to there in the BOQ are provisional once and may vary as per requirements of site including execution of extra items. The scope of work also includes carrying out appurtenant / ancillary works required for successful completion for the work which are not separately payable.

The work to be provided for by the contractor shall also include the following:

- a) Provide all materials, supervision, scaffolding, temporary drainage, temporary fencing and temporary lighting as required for safety and work purposes etc. for the execution of the work.
- b) Making good any damage done to Trustees' property during execution of work.

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**SPECIFICATIONS FOR MATERIALS & WORKMANSHIP.**

The materials and workmanship shall satisfy the specifications as given in Trustees' Schedule of Rates for Civil Engineering works as applicable and the job specifications contained in the Bill of quantities of the tender. In absence of the above, relevant Indian standards of latest revision shall be applicable.

In absence of any standard/specification/code of practice covering and part of work related to this tender, instructions/directions of the Engineer will be final and 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/technical manuals shall be followed.

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**Tender for Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

**NIT No: CT/26/2015-16/368 dated 04/09/2015.**

**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 Special Conditions of the Contract.
  - o General Conditions of Contract.
- 2.** 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.
- 3. Work Site**: The Work site is located at the erstwhile Strand Warehouse area of Kolkata Port Trust at the western side of Strand road near North Port Police Station. The tenderer shall visit the site of works and acquaint him with the exact nature, scope and site of work before quoting his rates. No Claims for any extra payment will be entertained under any circumstances after opening of the tender on this account.
- 4. 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. 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 one time in nature and required to be executed within 01 (one) month from date of placement of Work Order
- 6. Site Godown and Watching**: The contractor shall have to make his own arrangements for construction of site godown (if any) for storage of materials and security thereof during day and night at his own cost. The godown and other temporary structures, if erected, are to be dismantled by the contractor before leaving the site after completion of the work at his own cost to leave the site at its initial condition. The Trustees' will, however, allow the construction of godown on the Trustees' land free of rent during execution of the work.
- 7. Supervision, Tools & Equipments**: - The contractor shall have to engage sufficient number of qualified and skilled persons to supervise and execute the work. The contractor should arrange for all necessary tools, plants and equipments etc. required for successful execution of work at his own cost.
- 8. Escalation/ variation in Prices**: No escalation/ variation on prices of labour as well as materials will be considered for payment.

- 9. Forwarding of Materials** : All dismantled unserviceable materials are to be disposed off beyond the office compound and in conformity with the Municipal/ Corporation Rules at the contractor's own cost. The contractor shall have to arrange transport for forwarding any usable/ saleable materials that may be found during the process of execution of the work to the Trustees' Sales Yard or any other Site/ Godown including labourers, transportations, loading, unloading all complete as per the direction of the Engineer-In-Charge. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.
- 10. Materials and Transport:-** All materials including cement, except mentioned otherwise in the items of the attached bill of quantities, for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the Engineer at site before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.
- 11. Testing of materials:-** Testing of any materials including cement (if required) shall have to be carried out at the Laboratories to be recommended by the Engineer-in-Charge. No payment will however be made to the contractor towards charges for testing which are not mentioned in the BOQ but to be done as per the codes and specifications.
- 12. 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.
- 13. Curing:** All cement works shall have to be adequately cured as per relevant codes without any extra cost.
- 14. Water:** The contractor shall make his own arrangement for supplying of water required for the work. However efforts may be made to give some water connection near to the site for drinking purpose only, free of cost.
- 15. Electricity :** Necessary arrangement for electrical connection is to be made by the contractor at their own cost. If required, Ko.P.T may provide electrical connection with necessary charges.
- 16. 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.
- 17. 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.
- 18. Service Tax :-** As Ko.P.T 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 Ko.P.T on submission of actual payment of Service Tax at full rate for the work as per Finance Act, 1994.

However the Service tax will be deducted at applicable rate fixed by the government time to time on the amount of recoveries like L.D, damage, penalty, land rent, electricity charges etc. from the contractor's bill.

**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 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. The successful bidder i.e. the contractor shall be required to pay the labourers the daily Minimum Wage applicable to Kolkata [ i.e area A ] as notified through relevant circular of CLC (Central), Govt. Of India issued from time to time in this regard.

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.

- 20.** 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.

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**Tender for Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

**NIT No: CT/26/2015-16/368 dated 04/09/2015.**

**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.

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**Tender for Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

**NIT No: CT/26/2015-16/368 dated 04/09/2014.**

**BILL OF QUANTITIES**

<b>Sl. No</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Rate ( ` P)</b>	<b>Unit</b>	<b>Amount ( ` P)</b>
1	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m-in ground floor including roof.	1.00	451.00	Per Cum	451.00
2	Brick work with 1st class bricks in cement mortar (1:6)- In super structure- ground floor.	2.00	5943.00	Per Cum	11,886.00
3	125 mm. thick brick work with 1st class bricks in cement mortar (1:4) in ground floor using approved H.B netting in every third layer.	45.00	829.00	Per Sq.Mtr	37,305.00
4	Rule pointing to brick work in cement mortar (1:4) including raking out joints & top finishing.	60.00	84.00	Sq.Mtr	5,040.00
5	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) of Pakur variety excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes.	0.30	6064.00	Per Cu.Mtr	1,819.20
6	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface] -15 mm plaster with 1:6 cement mortar.	25.00	156.00	Sq.Mtr	3,900.00
7	Applying decorative cement based paint of approved quality after preparing the surface including scraping the same thoroughly (plastered or concrete surface) as per manufacturer's specification.-Two coats.	145.00	53.00	Per Sqm	7,685.00

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**TOTAL** 68,086.20

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

.....  
(in words)

2) At par

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

( - ) `

.....  
(in words)

Total amount in words: Rupees .....

Note: - The rate quoted shall include all taxes and duties as applicable excluding Service tax. Service Tax will be reimbursed by Ko.P.T on submission of actual payment of Service Tax at full rate for the work as per Finance Act 1994.]

Time of Completion : 01 (One) month

Signature of the Tenderer(s) : .....

Name and address of the Tenderer(s) : .....

Class of registration at Ko.P.T & details of Standing Security Deposit. ....

Permanent Income Tax A/C.No. : .....

Valid E.S.I. Registration No. : .....

Valid E.P.F. 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/26/2015-16/368 dated 04/09/2015.

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 01 (One) month 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 `.....

(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: \_\_\_\_\_

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

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

To,

**The Sr. Ex. Engineer (Kolkata).**  
**Kolkata Port Trust.**

**Reg: NIT No: CT/26/2015-16/368 dated 04/09/2015.**

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 document (if required).
2. Treasury Receipt, Bankers cheque in original for Earnest money / Copy of Treasury receipt issued against Permanent Security Deposit.
3. Proof of experience and tum over as per pre-qualification criteria.
4. ESI Registration certificate, if applicable

OR

5. 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/- both as per your given proforma.
6. EPF Registration certificate.
7. The VAT Registration certificate.
8. PAN Certificate.
9. Copy of Labour Licence (if applicable).
10. Copy of Trade Licence.
11. Copy of Professional tax clearance certificate / upto date challan.

Enclo : As above.

**Yours faithfully,**

**(Signature of the Tenderer).**

**On 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.11 of the Tender No **NIT No CT/26/2015-16/368 dated 04/09/2015** issued by Kolkata Port Trust in respect of the work **Tender for Reconstruction of portions of periphery / boundary wall of erstwhile Strand Warehouse area damaged in May 2015.**

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

**DEPONENT**

**Identified by me**

**On 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 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/26/2015-16/368 dated 04/09/2015.**

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 :

**[NOTE:- to be submitted by the L1 bidder within 15 days of opening of the tender.]**