



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Erstwhile SYAMA PRASAD MOOKERJEE PORT, KOLKATA)
(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS,
GOVERNMENT OF INDIA)
KOLKATA DOCK SYSTEM

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के सामान्य प्रशासन विभाग में "व्यापक सुविधा प्रबंधन सेवाएं"

E-TENDER FOR Comprehensive Facility Management Services" Under General Administration
Deptt; Syama Prasad Mookerjee Port, Kolkata

*

Issued by

Secretary(I/C)
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
General Administration Department
15 STRAND ROAD, KOLKATA 700001

e-mail: secretary@kolkataporttrust.gov.in

TENDER NO. : **Admn/T/179 dt. 25.02.22**

TENDER NO. :

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**Syama Prasad Mookerjee Port, Kolkata
General Administration Department
Invites**

Tenders from prospective Bidders for

“Comprehensive Facility Management Services” Under General Administration Deptt; Syama Prasad Mookerjee Port, Kolkata	श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के सामान्य प्रशासन विभाग में "व्यापक सुविधा प्रबंधन सेवाएं”
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Disclaimer

The information contained in this Notice Inviting Tender (NIT) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of SMP, Kolkata (“SMPK” or “Client”) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this NIT document and any other terms and conditions subject to which such information is provided.

This NIT document is not an Agreement and is not an offer or invitation to any other party. The purpose of this NIT document is to provide the Bidders with information to assist the formulation of their Proposal/tender submission. This NIT document does not purport to contain all the information each Bidder may require. This NIT document may not be appropriate for all persons, and it is not possible for SMP, Kolkata and their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Assignment than others. Each Bidder should conduct its own investigations, studies and analysis, and should check the accuracy, reliability and completeness of the information in this NIT document and obtain independent advice/information from appropriate sources.

SMP, Kolkata at all times with regard to all the references in this NIT document or any other Addendum attached thereto shall mean SMP, Kolkata and their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the NIT document.

SMP, Kolkata may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT document at any stage.

This NIT document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Assignment in accordance with NIT the information contained in the NIT shall not be divulged to any other party. The information contained in the NIT must be kept confidential.

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NOTICE INVITING TENDER

Name of the Tender :- Providing Comprehensive Facility Management Services at Syama Prasad Mookerjee Port, Kolkata (formerly Kolkata Port Trust)

Tender No. :-

Online e-tenders are invited for providing Comprehensive Facility Management Services for a period of 3 (Three) years from the date of commencement of contract.

Date& time, when Bid Documents would be available for download	01.03.22 12 .00 hrs. onwards
Date & time of Pre-bid meeting	08.03.2022, 11-30 hrs
Last Date and time of closing of online submission of Bid	31.03.2022 upto 15:00 hrs
Date of Opening of Tender (TechnoCommercial Part)	31.03.2022 after 15.00 hrs.

The bid document may be seen through / downloaded from the Port's Website: www.kolkataporttrust.gov.in or <https://smpportkolkata.shipping.gov.in> or <https://kopt.enivida.in> of RailTel. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned websites only.

Secretary (I/C)
Syama Prasad Mookerjee Port, Kolkata
(formerly Kolkata Port Trust)

SCHEDULE OF TENDER

1.	TENDER NO.	
2.	Estimated Cost	NA
3.	MODE OF TENDER	<p>e-Procurement System</p> <p>(Online Two Part Techno-Commercial Bid and Price Bid through Enivida Portal https://kopt.enivida.in/)</p> <p>The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA..</p> <p>No physical tender is acceptable.</p>
4.	Engineer of the Contract	Secretary-I/C; SMP, Kolkata
5.	Earnest Money Deposit (EMD)	The intending bidders should submit Earnest Money of Rs.5,73,170/- (Rupees Five Lakhs Seventy-Three Thousand One Hundred and Seventy only) to SMPK as per NIT)
6.	Tender Cost(Non refundable)	<p>The intending bidders shall be required to submit “Tender Cost” of Rs. 2,950/- including GST (Rs.2500/- plus GST @18%) (Rupees Two Thousand Nine Hundred and Fifty only) to SYAMA PRASAD MOOKERJEE PORT, KOLKATA separately, as per tender stipulation. Bidders are requested to submit Tender Cost through online including GST @ 18% (non-refundable) payable through DD / RTGS / NEFT / Bank Transfer etc.,) in favour of e-Procurement System SYAMA PRASAD MOOKERJEE PORT, KOLKATA.</p> <p>Name of the Bank: Indian Overseas Bank, Account No.: 06750200000491, Type of Account: Current, A/c Address of the Branch: STRAND ROAD BRANCH KOLKATA – 700 001, IFSC CODE IOBA0000675, MICR CODE 700020006).</p> <p>Scanned copy of the Tender fee and EMD payment is required to be submitted along with the bid offer.</p> <p>The original Tender fee and EMD instrument shall be submitted within 3 days from the closing of online submission of tender.</p> <p>For MSME registered and DIC Certificate holding tenderers : Nil</p> <p>If MSMEs intend to participate in the tender, for the items they are not registered, then they will have to deposit tender cost.</p> <p>In case of failure of submission of Tender fee as applicable, the bid will be summarily rejected, treating</p>

		the same as non-responsive. Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: UTR No.: Name of the Tendering Dept.: General Administration Department, KDS, Syama Prasad Mookerjee Port, Kolkata.
	<p>a) The vendors shall enter the Tender Cost details by using the “Tender Cost” Link under “My Menu” in the vendor login. The vendors have to mention the particular tender No. in which they want to participate against the Tender Cost. The vendors are required to fill up the transaction details, namely the Tender No. & Date, UTR No., and Amount against the Tender Cost separately in the given fields.</p> <p>b) Tender Cost deposited by any party other than the tenderer, will not be accepted. Tender Cost is non-refundable.</p>	
7	Railtel Tender Processing Fee (Non-refundable) Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking.	TPF- 0.1% of estimate cost (Minimum 750/- + GST, Maximum 7500/-+GST Registration Charges Rs.2000/- +Applicable GST Per Year
8	Important Timelines	
a	Date and time, when Bid Documents would be available to parties to download	01.03.2022; 12.00 hrs. onwards
b	Last date of submission of Pre-Bid queries to SMPK in writing over email	05.03.2022
c	Date & time of Pre-bid meeting	08.03.2022, At 11-30 hrs (Video Conference through Zoom. Link will be shared on request through e-mail / subsequently)
d	Date of uploading replies to Pre-bid queries	14.03.2022
e	Date of starting of online submission of bid (Techno-commercial Bid & price bid)	15.03.2022 From 10-00 AM
f	Last Date and time of closing of online submission of Bid	31.03.2022 upto 15:00 hrs
g	Date and time of opening of Techno-commercial bid	31.03.2022 at/after 15:00 hrs
h	Date and time of Technical Presentation, if any	To be informed separately by letter or E-mail.
i	Date and time of opening Price bid	To be informed separately to techno-commercially qualified bidders, by letter or E-mail

Note:

In the event of any unforeseen stoppage of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

(4) IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

1. This is an e-procurement event of *Syama Prasad Mookerjee Port, Kolkata*. The e-procurement service provider is Railtel Ltd. Bidders are requested to read the vendor guide and see the video in the page <https://kopt.enivida.in> of Railtel to familiarize them with the system before bidding.
2. Prospective tenderers are requested to read the Terms & Conditions of this tender before submitting their online tender. Tenderers, who do not comply with the Conditions of the instant tender [including submission of documentary proof, wherever required], will not be considered techno-commercially qualified in the Tender for opening of Price Bid.
3. The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website <https://kopt.enivida.in> of Railtel.

A) PROCESS OF E-TENDER:

1. e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e [www.https://www.kolkataporttrust.gov.in/under TENDER TAB](https://www.kolkataporttrust.gov.in/under%20TENDER%20TAB).
2. Bidder Enrolment can be done using "Online Bidder Enrolment".
3. The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.
4. More information useful for submitting online bids on the e Nivida Portal may be obtained at: <https://kopt.enivida.in>

B) GUIDELINES FOR REGISTRATION:

1. Bidders are required to enrol on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com for activation of account.

C) SEARCHING FOR TENDER DOCUMENTS:

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

D) PREPARATION OF BIDS:

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

E) SUBMISSION OF BIDS:

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white

Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete"(i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using e-Nivida Portal:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.
3. Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/8448288985/9355030620/8448288981

Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com

(5) IMPORTANT INFORMATION & GENERAL INSTRUCTIONS TO BIDDER:

IMPORTANT INFORMATION :-

- (I) If the Technical Proposal accompanies Financial Proposal in the same cover, it shall be summarily rejected (This is a 2 part Bid)
- (II) Techno commercial part i.e. Part-I - The bidders must upload the following Documents (self-attested):-
- a) GST registration certificate.
 - b) PAN Card
 - c) Valid Trade Licence (Valid for current period & also for type of work).If this is not applicable, the bidder must submit a declaration in this regard in the bidder's letterhead.
 - d) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard in the bidder's letterhead.
 - e) Proof of possessing valid Employees' Provident Fund (EPF) Account; EPF Registration Certificate. If this is not applicable, the bidder must submit a declaration in this regard as per Format 12.
 - f) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate. If this is not applicable, the bidder must submit a declaration in this regard as per Format 12.
 - g) Format 1 – Statement of Legal capacity.
 - h) Format 2 – Power of Attorney for signing/submission of tender (please refer para V below)
 - i) Format 3 – Complete Letter of proposal
 - j) Format 4 – Information/Profile of the Bidder alongwith document(s) mentioned in the Format
 - k) Format 5 – Financial Qualification of the Bidder.
 - l) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (2018-19, 2019-20, 2020-21). **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor .**
 - m) Format 6 – Previous Experience of the Bidder along with corroborative document(s) mentioned in the Format [Credentials like Work Orders/Contract Agreements along with corresponding successful Completion Certificates from Clients].
 - n) Format 7 - Concurrent Commitments of The Bidder - list of works/assignments which are in hand at the time of submitting the offer/tender and likely to continue tentatively upto 31.03.2024
 - o) Format 8 - Undertaking of the bidder (in its letter head) to be submitted as per Format in lieu of submission of signed copies of the full Tender document, G.C.C, addenda & corrigendum.
 - p) Format 9– format for No complaint Certificate from Clients of the bidder in respect of ongoing works by the bidder, which are not yet completed.
 - q) Format 13 – Declaration of total number of personnel required along with other infrastructural and material requirements for services including (Photocopying, Courier/Messenger, Laundry, Pest-Control, maintenance of Water Coolers and Water-purifiers, Telecom Service, Dish TV service).
 - r) Format-14 - Declaration of total number of personnel required along with other infrastructural and material requirements for Housekeeping and Errand Services.
 - s) Format 15 – Declaration of TDS/TCS

[All the documents as mentioned here-in-before shall have to be UPLOADED failing which the related offer will be liable to be cancelled.]

(III) Price Bid – through e-tendering in accordance with the terms and conditions. No conditional price shall be given or deviations from the NIT conditions shall be given. Deviations from NIT conditions will not be entertained and the bid will be outright rejected.

(IV) Bidders are to submit their Tenders as per the procedure detailed out in this NIT. The Bidder shall use the various formats appended with this document to submit the requisite information and the Proposal/Tender

(V) All pages/documents submitted as part of the Tender should be signed by the authorized signatory of the bidder and accompanied by a Power of Attorney attested by a Public Notary. In case, the proprietor himself/herself signs the pages/documents, Power of Attorney will not be required to be submitted and instead, a self declaration of the proprietor towards the same is required to be submitted.

(VI) The Bid will be evaluated based on the filled-in technical & commercial formats and documents submitted/uploaded. The bidders must upload all the Documents (self-attested) required as per the terms of NIT. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered. Information provided in a format, if not substantiated by any uploaded document, shall not be considered. Supporting self-attested Documents, wherever necessary, should be uploaded. No hardcopy for the same needs to be submitted. The Documents uploaded by bidder(s) will be scrutinized. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only. In case, any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.

(VI) No deviation to the technical and commercial Terms & Conditions will be allowed. Syama Prasad Mookerjee Port, Kolkata has the right to cancel this e-Tender, or to place order on the selected bidder(s) partly or wholly, without assigning any reason thereof.

PRE BID MEETING :

- Pre-bid meeting (VC over Zoom) will be held on 08.03.2022 at 11-30 hrs, wherein queries received in relation to this NIT document/Assignment shall be addressed by SMP, Kolkata.
- On or before 05.03.22, the bidders should send in their queries over e\mail so that SMP, Kolkata can study the queries for an appropriate response. Fresh queries raised during the Pre-Bid meeting would have to be emailed within 16:00 hrs of 10.03.2022 for consideration and address by SMP, Kolkata. Unless queries are sent in writing, to the mails skdhar@kolkataporttrust.gov.in /sumanc@kolkataporttrust.gov.in]; SMP, Kolkata may not consider addressing them or giving them cognizance.
- SMP, Kolkata shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

GENERAL INSTRUCTIONS TO BIDDER:

- 1 The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.
- 2 Power of Attorney: Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded along with Techno-commercial bid.
- 3 Tender for the above work should be submitted in accordance with the Schedule of Quantities / Price Bid Format as specified in this tender and in accordance with the special conditions of contract. There are two Formats for entry of rates in the Schedule of Quantities / Price Bid Format and both are MANDATORY.
- 4 The General Conditions of Contract (GCC) of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata's website (<https://kolkataporttrust.gov.in/>), 'Homepage - Rule and Regulations - Non- Service Regulations'- 'General Conditions of Contract-Forms and Agreements'. The Special Conditions of Contract mentioned in this NIT shall prevail over the provisions as made in the Trustees' General Conditions of Contract (GCC).
- 5 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the uploaded documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender, or his authorised representative. Any such clarification or amendment shall be uploaded in the portal of Railtel as well as website of Syama Prasad Mookerjee Port, Kolkata.
- 6 Bidders must acquaint themselves with the facts/ parameters/ various site conditions/ scope of the work/ information related to execution of and in relation to this Assignment and take those into account in preparing and submitting their Tender. The costs of preparing and/or submitting the Tender and of negotiating the Contract, including visit to the site(s) & to the Client, are not reimbursable.
- 7 Bidders must make themselves fully aware of the work conditions and requirements. In respect of any tenders/bids submitted and received by SMP Kolkata, it would be presumed that the bidder has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the bidder/contractor in this regard would be entertained in future.

6) SPECIAL CONDITIONS OF CONTRACT

A) SCOPE OF THE ASSIGNMENT :

1. Comprehensive Facility Management Services at SMP, Kolkata (primarily Head Office and proximal buildings) by providing necessary staff, materials, consumables, equipment and infrastructure, tools, tackles and supervising staff, by reliable, bonafide and experienced Service provider.
2. The different services required to be provided are as follows –
 - Photocopying services (mainly A4 and upto A3 size) for several departments/divisions of SMP, Kolkata located at Head Office, Kolkata Port Trust. Detailed scope is provided under Sub-Section I.
 - Courier/peon services to deliver and collect different documents/ letters/ booklets/ books/ charts/ parcels to and from different offices located in Kolkata. Detailed scope is provided under Sub-Section II.
 - Laundry Services comprising collection, washing, ironing and delivery of approximately 225-230 items per month. Detailed scope is provided under Sub-Section III.
 - Housekeeping and Errand Services at different offices (Office of Chairman/Dy. Chairman, Main Administration Deptt., Estate, Public Relations, Legal in Head Office; Maritime Archives, Fairlie Warehouse building, Office of PSO) and Guest House of SMP, Kolkata located in Kolkata. Toilet cleaning, water-mopping of floors is not part of the scope of this contract. Detailed scope is provided under Sub-Section IV.
 - Other Services – This includes (a) Pest-Control Services; (b) Management, liaisoning and facilitation of periodic maintenance of Water Coolers and Water-purifiers by respective OEMs under Administration, Port Security, CISF and Guest House and (c) Management, liaisoning and facilitation of issues related to Telecom Service, Dish TV service, etc. Detailed scopes are provided under Sub-Sections Va, Vb and Vc respectively.

(I) PHOTOCOPYING SERVICES

- The service provider will provide photo-copying services with necessary machines, paper, all consumables, allied infrastructure, operators and technicians, etc. The bidders will consider generation of average 80000 copies of A4 single side equivalents (please refer equivalence given hereunder) per month for price consideration (This is not a guaranteed generation from SMP, Kolkata, but only for facilitating the price considerations). The bidders will be required to give a lumpsum rate for this service, taking into consideration all aspects necessary to provide the services as per provisions of this NIT in the **Price Bid Main format**.
- Excess/shortfall copies would be adjusted every 6 months on unit rate basis to be quoted separately at **Price Bid Subsidiary Format**
- A4 equivalence will be considered as follows :-
 - a) A4 single side printing = 1 (one time) A4 single side;
 - b) A4 both side printing = 1.5 (one point five times) A4 single side;
 - c) A3 Single side = 2 (two times) A4 Single side;
 - d) A3 both side printing = 3 (three times) A4 Single side
- The service provider shall provide, run and operate minimum two photocopier machines (of any brand), to be installed at the designated room(s) of SMP, Kolkata. Service timings will be from 9:30 AM to 6:30 PM, every day, except Saturdays, Sundays and Holidays (only those which are applicable for SMP, Kolkata). However depending upon exigencies, urgent requirements, the service might have to be provided by the service provider beyond the afore-stated operation timings and days, if such advice is given by the authorized official of General Administration Deptt. of SMP, Kolkata, for which no extra costs would be paid to the service provider by SMP, Kolkata .

- In case of urgency, the service provider might also have to arrange delivery of a particular photocopying assignment within stipulated time under this NIT / any other specific deadline of shorter duration indicated by the authorized official of General Administration Deptt. of SMP, Kolkata in writing, from his local office or elsewhere, without any extra cost consideration.
- The service provider shall supply appropriate and good quality photocopying paper (of any appropriate brand), of 75 GSM or more.
- If necessary, the service provider is free to supplement photocopying infrastructure (number of machines, personnel, consumables, etc), without any increase in rates, other than what is allowed/permissible under this NIT to meet the scope of the services effectively, promptly and efficiently.
- Regular and proper maintenance of the photocopying infrastructure through the equipment manufacturer and/or other qualified personnel, for seamless and breakdown-free photocopying service shall be the responsibility of the service provider, without any extra cost consideration. Periodic maintenance, shall have to be carried out, without affecting the normal / general service timings stipulated for photocopying services.
- SMP, Kolkata will provide a room with electricity, free-of-cost, in its Head Office premises for locating the photocopying service. The room will have basic fan, light, AC and plug-points. The service provider shall not install any electrical gadget/appliance in the said room, which has no relation to the photocopying service.
- Requisitions duly signed by authorised signatories (deptt./division-wise) will only be taken up for the service. Bills submitted should be attached with monthly statements (deptt./division-wise) certified by respective authorized signatories of the deptt/ division concerned. Such monthly certifications only shall form basis of payment. The contractor shall have to supply required number of photocopies requisitioned. Photocopies should be of acceptable quality and supplied at the shortest possible time, which should not surpass the following durations :- for less than 100 copies within 30 minutes; less than 101-250 copies within 1 hr; 251-500 copies within 2 hrs; 501 to 1000 copies within 4 hrs; more than 1000 copies within 6 hrs/overnight. In case of urgent requirements, specific timelines of shorter durations may be specified by the Engineer of the Contract or his/her representative. (the term “copy” in this particular context would mean output of 1 sided impression in A3/A4 size. Equivalence will not be considered in this context)
- The contractor/service provider shall ensure prompt and uninterrupted service without any downtime during 9:30 AM to 6:30 PM on all office days (Monday to Friday), except a short recess of 30 minutes from 1:30 PM to 2:00 PM. In case of any adverse reports from any deptt./division of SMP, Kolkata regarding (i) untimely closure of services, (ii) poor quality of photocopy, (iii) undue delays vis-à-vis allowable time, (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(II) COURIER / PEON SERVICES

- The service provider shall collect different documents/ letters/ booklets/ books/ charts/ parcels from the Central Receipt & Dispatch (CRD) Section of SMP, Kolkata Head Office (HO) by 11:30 AM of a day and deliver those to different offices, hospitals, institutes, residences (of SMP, Kolkata) by 4:00 PM of the same day. For non-SMP, Kolkata destinations, delivery shall have to be made within 24 hrs from the time of receipt of documents (barring Sundays and Holidays)
- The service provider will similarly collect different documents/ letters/ booklets/ books/ charts/ parcels, etc addressed to Head Office, from the different offices, hospitals, institutes of SMP, Kolkata

for delivery to CRD Section and deliver the same in CRD Section of SMP, Kolkata Head Office by 11:30 AM of the next working day of collection

- Service timings will be from 9:30 AM to 5:30 PM, on all working days of SMP, Kolkata HO.
- The successful tenderer may also have to collect documents related to Meetings of the Board of Trustees from the Central Receipt & Despatch Section of SMP, Kolkata Head office and to deliver those to the different Trustees at their respective residences/office(s) within Kolkata and immediate surrounds, on the same day/date of collection. The frequency of such assignment may be twice/thrice in a month on an average. This aspect, related to Meetings of the Board of Trustees should be given “Top Priority”
- The bidders will consider Annexure CS-1 for an indicative list of locations and no. of documents for price consideration. However, these indications are not exhaustive and may vary widely and the service provider will have to provide the service as per the approved costs. The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration all aspects necessary to provide the services as per provisions of this NIT.
- The contractor/service provider shall ensure prompt and efficient service, responsibly. In case of any adverse reports from any deptt./division of SMP, Kolkata regarding (i) loss of SMP, Kolkata property and correspondences entrusted to the service provider, (ii) delayed delivery, disregarding the timelines under this NIT, (iii) non-collection of documents for delivery; (iv) fake acknowledgement or forgery, (v) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.
- The contractor/service provider shall ensure that all documents/ letters/ booklets/ books/ charts/ parcels entrusted to him, that could not be delivered by him are returned to the issuing office/deptt./division of SMP, Kolkata within 48 hrs of the receipt thereof by the contractor/service provider.
- Saturdays, Sundays and Holidays of SMP, Kolkata Head Office will not be counted for the purpose of calculation of any kind of delay on the part of the contractor/service provider.

(III) LAUNDRY SERVICES

- The work comprises washing and ironing of approximately 225-230 Nos. of items per month, comprising primarily towels, washing and ironing of selected curtains, seat & handle covers of chairs, towels & hand towels & seat covers of cars, other miscellaneous items, etc. of SMP, Kolkata Head Office. In exigencies, urgent washing may be required which may be about 10-12 occasions (maximum) in a year.
- However, these indications are not exhaustive and may vary widely and the service provider will have to provide the services as per the approved costs. The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration all aspects necessary to provide the services as per provisions of this NIT.
- Excess/shortfall items would be adjusted every 6 months on unit rate basis to be quoted separately at **Price Bid Subsidiary Format**
- The contractor/service provider will depute his representative for weekly collection of the laundry items, to SMP, Kolkata head Office on any working day (preferably between Monday to Wednesday) and ensure post-service delivery within 3 - 4 days from receipt thereof.
- The contractor/service provider shall ensure prompt and efficient service, responsibly. In case of any adverse reports regarding (i) loss of SMP, Kolkata property entrusted to the service provider, (ii) delayed delivery, (iii) non-collection; (iv) misdemeanor by any employee of / personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties

as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(IV) HOUSEKEEPING AND ERRAND SERVICES

- The work comprises following activities at Head Office; Maritime Archives, Fairlie Warehouse building, Port Security Office building (the activities given below may vary/increase/decrease, according to need) –
 1. Daily cleaning of stair-case handrails/decorative fixtures/fittings/furniture in lobbies, corridors and rooms; application of room fresheners and insecticides.
 2. Daily cleaning of tables/chairs/other furniture and equipment/ cabinets/ switches and switch boards/ white boards/ display-boards, doors and partitions etc in rooms/ chambers
 3. Daily spraying of air freshners in rooms/chambers
 4. Weekly spraying of insecticide/insect repellents in surrounds of the building concerned, nooks and corners, and as and where required.
 5. Daily dusting and cleaning of Telephones sets, PC, Printers, Scanners, UPS other small machines, etc
 6. Weekly cleaning of doors, windows, glass panes, photo frames, etc
 7. Daily watering/nursing of plants and shifting of potted plants, whenever and wherever necessary.
 8. Daily collection and proper removal/disposal of waste generated from all rooms, corridors, lobbies, chambers, etc.
 9. Floral arrangements in different rooms as may be required (floral materials will be provided by SMP, Kolkata), as and when instructed.
 10. Weekly dry sweeping, cleaning, vacuuming and wiping of floors of different types including carpet surfaces, staircases, corridors, lifts and lobbies, meeting areas, cabins, rooms etc (apart from toilets, bathrooms, etc.) as and when required
 11. Weekly vacuuming, brushing and cleaning of all chairs, sofas, almirahs, racks, files, workstations.
 12. Weekly dusting and polishing/brushing of Low and high partitions, venetian blinds, door mats, etc
 13. Weekly removal and cleaning of cobwebs/dust and dirt from ceilings, walls
 14. Weekly vacuuming, brushing, dusting and cleaning of curtains, carpets. Removing and re-fitting curtains, carpets as and when required.
 15. Weekly cleaning of Lawns including Grass-cutting/mowing & removal of dried plants, cutting of woods, etc. wherever applicable.
 16. Periodic stain removal will be carried out with appropriate anti-stain materials on monthly basis or earlier frequency, as may be required
 17. Light fittings, fans, etc. will be cleaned periodically on monthly basis or earlier frequency, as may be required
 18. Distribution and / or shifting of files/office stationery/office papers and documents/towels/ any other materials, etc. to rooms and chambers, as and when required
 19. Shifting of almirah, racks, cupboards, tables, chairs, other furniture of any material, office equipment, office-related materials, as and when necessary, from one floor to another or within floor.
 20. Attending to officers/other officials regarding chores like bringing and serving of food, beverages, work of petty nature, etc. Removal and washing/cleaning of used utensils, crockery, etc ((provisions, utensils will be provided by SMP, Kolkata)

21. Preparing beverages like tea, coffee and serving thereof. Removal and washing/cleaning of used utensils, kettles, crockery, etc. (provisions, utensils will be provided by SMP, Kolkata)
 22. Dirty glasses/Cups/Bottles should be removed immediately from conference/meeting rooms/cabins/workstations
 23. Running errands inside and outside office, as and when necessary, as per instructions.
 24. Fridges should be kept clean inside and out. Must be cleaned twice a week.
 25. Lock and key management - Opening, closing and locking of rooms, if advised by the authorized official of General Administration Deptt. Of SMP, Kolkata.
 26. Any other house-keeping activity, in addition to the above, as may be advised by the authorized official of General Administration Deptt. Of SMP, Kolkata.
- The contractor/service provider will take into consideration the working hours and no. of days of work in a week in various departments/divisions to plan effective services under this NIT. However, cleaning of all premises in office days shall have to be completed at least 15 minutes ahead of normal office hours. In offices with 5 days a week schedule, weekly maintenance work is to be carried out on Saturdays. However depending upon exigencies, urgent requirements, the services might have to be provided by the contractor/service provider beyond the normal office timings and days, if such advice is given by the authorized official of General Administration Deptt. of SMP, Kolkata in writing, for which no extra costs would be paid to the service provider by SMP, Kolkata.
 - The Contractor/service provider will be responsible to provide necessary infrastructure support, including appropriate number and type of required machines and gadgets, instruments, equipment, cleaning and other materials, chemicals, air-freshners and insecticides, tools, operators, technicians, consumables, and any other item(s), that may be required for effectively providing the services. The contractor/service provider shall ensure the readiness and ample availability of entire infrastructure, materials and appropriate personnel required for rendering all the services effectively, at all points of time.
 - Regular and proper maintenance of the machines, instruments, equipment, tools, etc. through the original manufacturer and/or other qualified personnel, for seamless and breakdown-free services shall be the responsibility of the Contractor/Service provider, without any extra cost consideration. Periodic maintenance, shall have to be carried out, without affecting the normal / general service timings.
 - The contractor/service provider shall ensure prompt and efficient service, responsibly. In case of any adverse reports from any deptt./division of SMP, Kolkata regarding (i) loss of SMP, Kolkata property and correspondences entrusted to the service provider, (ii) quality of service, (iii) shortage of equipment and/or personnel and/or materials; (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(V) OTHER SERVICES

(a) Pest-Control Services

- This will include comprehensive pest-control activities/services at Offices/rooms under Administration deptt. at Head Office Building/other buildings and the Port Guest House, with special emphasis on –
 1. Adult Mosquito Control and anti-larvae control treatment once a week (Weekly)
 2. Rodent control twice a month (fortnightly)
 3. Snake control twice a month (fortnightly)

4. General Pest control (cockroaches, ants, spiders, silverfish, book-worms, cloth-moths, etc.) twice a month (fortnightly)
 5. Termite control : twice a month (fortnightly)
- Apart from the above, infestation by any other pests that might occur shall also have to be controlled by the Contractor/Service Provider
 - The bidders will be required to submit a pest-wise write up, indicating details of controls to be used; traps/baits,etc; pesticides/insecticides/chemicals to be used, their composition and proportion of use alongwith their Techno-Commercial Offer as per **Format 13** in their letterhead.
 - The Contractor/Service provider shall try to use environment-friendly effective pest control methods and materials.
 - Required quantity of appropriate pesticides/insecticides/chemicals/other items will have to be provided by the service provider. Valid documentation for possessing such chemicals will have to be produced in original, whenever asked for.
 - The Contractor/Service provider shall deposit requisite chemicals (quarterly consumption) with authorized official of SMP, Kolkata as will be directed and replenish the same every quarter.
 - In case a pest menace occurs and is not controlled by the Contractor/Service provider through his scheduled visits, the Contractor/Service provider shall attend to the pest menace through additional visit(s) to resolve/end the pest menace, for which no extra charges will be given by SMP, Kolkata .
 - The contractor/service provider shall ensure timely and efficient services. In case of any adverse reports regarding (i) absence on scheduled dates, (ii) non-efficacy of service, (iii) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(b) Services related to Water Coolers and Water-purifiers

- The contractor/service provider will maintain a database of Water Coolers and Water-purifiers under Administration, Port Security, CISF and Guest House. The database will be made ready from existing records of SMP, Kolkata and the OEM (if insufficient in SMP, Kolkata) within 15 days from commencement of the contract with the contractor/service provider and will have to be maintained and regularly updated by the contractor/service provider.
- The service provider will look after and maintain the cleanliness around the installed Water Coolers and Water-purifiers on daily basis, keep track of, initiate and process AMCs with respective OEMs, liaison with the OEMs and facilitate and coordinate periodic scheduled maintenance of Water Coolers and Water-purifiers, as also need based urgent repairs/maintenance by the respective OEMs, assist in payment modalities against the AMCs, etc.
- Such AMC charges will be paid directly and separately to the OEMs by SMP, Kolkata and the contractor/service provider will not take into consideration this aspect in quoting their prices for this part of the Services under the contract.
- The Contractor/Service Provider shall submit management reports after every month ending, within 5th of the next month, in respect of status/details of each and every machine.
- The contractor/Service Provider shall take into consideration around 20 machines (aggregate of Water Coolers and Water-purifiers) for offering their price for this service.
- The bidders will be required to give a lumpsum rate for this service in the **Price Bid Main format**, taking into consideration all aspects necessary to provide the services as per provisions of this NIT.
- Excess/shortfall machines would be adjusted every 6 months on unit rate basis to be quoted separately at **Price Bid Subsidiary Format**
- The contractor/service provider shall ensure prompt and efficient services and shall be fully responsible regarding ensuring that the machines are working well at all times. In case a defect develops, the contractor/service provider shall immediately take appropriate action, within the same

day or the next working day, and get the machine back in working condition by engaging services of the AMC provider or the OEM.

- In case of any lapse in services under this NIT like (i) missing of dates related to periodic maintenance and/or timely renewal of AMCs, (ii) delay in defecting a defect and reporting the same to the AMC provider or OEM, (iii) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc appropriate penalties as indicated at Clause 56 under Section Terms and Conditions of this NIT will be imposed upon the contractor/service provider.

(c) Services related to Telecom, Broadband, Dish TV

(i) Telecom-broadband issues

- The Service provider will manage all Telecom [both landlines and mobiles]-Broadband-issues, including but not restricted to liaisoning and monitoring repairing and restoration works through the respective Telecom-Broadband-providers, carrying out sundry repairs related to Telecom-Broadband (that does not involve intervention by the respective Telecom-Broadband-providers), carrying out regular periodical inspections at important offices/residences of Sr. officers (Chairman, Dy. Chairman, HoDs) and reporting thereof on the status of Telecom-Broadband related status, liaisoning with the respective Telecom-Broadband-providers for any trouble-shooting, etc.
- Charges related to repairing and restoration works through the respective Telecom-Broadband-providers will be paid directly and separately to the Telecom-Broadband-providers concerned by SMP, Kolkata and the Service provider will not take into consideration this aspect in quoting their prices.
- Sundry repairs, if so directed / approved by SMP, Kolkata and carried out by the Service Provider by itself or through its sub-contractor, will also be paid at actuals (on reimbursement basis and on production of original bills), and the Service provider will not take into consideration this aspect in quoting their prices.

(ii) Dish TV issues

- The Service provider will maintain a database of Dish TVs, The database will be made ready from existing records of SMP, Kolkata and the Dish-TV-provider (if insufficient in SMP, Kolkata) within 15 days from commencement of the contract with the Service provider and will have to be maintained and regularly updated by the contractor/service provider.
- The Service provider will manage all Dish-TV-issues, including but not restricted to monitoring timely recharges to ensure uninterrupted service, liaisoning with the Dish-TV-provider for any trouble-shooting, etc.
- Recharge amounts, trouble-shooting charges, if any, will be paid directly and separately to the Dish-TV-provider by SMP, Kolkata and the Service provider will not take into consideration this aspect in quoting their prices for this part of the Services under the contract.
- In case any sundry repairs are carried out by the Service Provider by itself or through its sub-contractor, if so directed / approved by SMP, Kolkata the related charges will also be paid at actuals (on reimbursement basis and on production of original bills), and the Service provider will not take into consideration this aspect in quoting their prices.
- Any problems related to Telecom, Broadband, Dish TV issues relating to Chairman, Dy. Chairman, Heads of Departments/Divisions, operational points of SMP, Kolkata will have to be attended to

immediately on any day (including Saturdays, Sundays and Holidays) and the contractor/service provider shall take immediate and appropriate action for its prompt resolution/rectification.

- The contractor/Service Provider shall be well-conversant in technicalities involved and should be able to advise SMP, Kolkata on timely measures, cost-effectiveness, etc. in respect of Telecom, Broadband, Dish TV issues
- The Contractor/Service Provider shall examine, process and follow-up monthly payments to Telecom, Broadband, Dish TV providers, as and when required by SMP, Kolkata
- The Contractor/Service Provider shall submit management reports after every month ending, within 5th of the next month, in respect of Telecom, Broadband, Dish TV.

3. For providing services as at Clause 6A2 above, the following information may be noted -

(a) In respect of Photocopying services under Section 2(I), Courier/Messenger services under Section 2(II), Laundry Services under Section 2(III), Pest-Control services under Section 2(V)(a), Management, liaisoning and facilitation of periodic maintenance of Water Coolers and Water-purifiers under Section 2(V)(b) and Management, liaisoning and facilitation of issues related to Telecom Service, Dish TV service under Section 2(V)(c) :-

- The bidder will assess the manpower requirement necessary for providing fault-free and seamless services and quote his prices accordingly.
- The bidder will indicate total number of personnel he intends to provide, along with other infrastructural and material requirements he will be providing under the above-mentioned services in Format 13, individually and separately for each and every service.
- The Contractor/Service Provider is free to voluntarily and / or as per direction of SMP, Kolkata will be required to augment no. of personnel/infrastructure/materials/equipment, etc for any or all of these services vis-à-vis his initial assessment, at a later stage during the contract, if the quality of service(s) is found unsatisfactory by SMP, Kolkata, but no additional cost shall be payable for such increase(s).
- The initially declared or subsequently increased no. of personnel/infrastructure/materials/equipment, etc., for the above-mentioned services, shall not be reduced, except on such specific advice and approval by SMP, Kolkata in writing with concomitant reduction in rates.

(b) In respect of Housekeeping and Errand Services under Section 2(IV) -

- The contractor/service provider will initially have to provide 28 personnel (at least Class VIII passed) from inception of the contract and will consider this for his price consideration/offer.
- The bidder will indicate other infrastructural and material requirements that will be provided by the bidder under the above-mentioned service in Format 14.
- The bidders will be required to give a lump sum rate for this service in the Price Bid Main format, taking into consideration only 28 personnel and all other aspects necessary to provide the services as per provisions of this NIT, taking into account compliance of all statutory wage requirements of such personnel and considering the value of statutory wage requirements, as applicable on 01.10.2021.
- The Contractor/Service Provider is free to voluntarily and / or as per direction of SMP, Kolkata will be required to augment infrastructure/ materials/ equipment, etc for this service vis-à-vis his initial assessment, at a later stage during the contract, if the quality of services is found unsatisfactory by SMP, Kolkata, but no additional cost shall be payable for such increase(s).
- The declared or subsequently increased infrastructure/ materials/ equipment, etc., for the above-mentioned service, shall not be reduced, during the contract period or any extension period.
- In case of any increase/decrease in the number of 28 personnel, requisitioned/advised specifically by SMP, Kolkata in writing, in respect of Housekeeping and Errand Services under Section 2(IV), the rates for each such personnel increased/decreased, shall be quoted separately by the bidder(s) in the Price Bid Subsidiary Format, taking into account compliance of all statutory wage requirements of such personnel and considering the value of statutory wage requirements, as applicable on 01.10.2021. Additional/Reduced payment shall be made for the period of such addition/reduction. The contractor/service provider shall be required to provide/remove such personnel within 7

working days from date of such written requisition/advice of SMP, Kolkata.

- In case there is any upward change/revision in the statutory wages under Central Govt, during the contract period, vis-à-vis, the existing value of statutory wage requirements, as applicable on 01.10.2021 (on the basis of which the rates have been quoted by the bidders) resulting in a differential in statutory wage components, only the said differential amount in statutory wage components will be considered during payments on production of documentary evidence thereof with the claim preferred by the contractor/service provider.
 - During the tendering stage, the bidders shall be required to furnish detailed price break-up in respect of the rates quoted in both the Price Bid Main Format and the Price Bid Subsidiary Format under Section 2(IV), indicating the statutory wage components considered, with relevant documents.
4. Personnel engaged by the service provider/contractor for Housekeeping and Errand Services under Section 2(IV) of this NIT, may be required to do work at any section/division/deptt. of SMP, Kolkata, and/or may be interchanged between different offices/sections of SMP, Kolkata.
 5. Same individuals may be utilized for different/multiple services under Section 2(I), Section 2(II), Section 2(III), Section 2(V)(a), Section 2(V)(b) and Section 2(V)(c) of this NIT/contract. Such utilization decision will rest on the service provider/contractor. However, under instructions from authorized official of General Administration Deptt. of SMP, Kolkata, the contractor/service provider will have to forthwith replace/substitute any personnel within 7 working days from date of such written requisition/advice of SMP, Kolkata.
 6. Owing to the prevailing Covid-19 situation, the Contractor/service provider shall submit information to SMP, Kolkata regarding the vaccination status of its employees/personnel. In case of a new incumbent replacing/substituting a personnel of the Contractor/service provider under the contract, on conditions of retirement/VRS/Non-performance must submit the RT-PCR report (Tested Negative to Covid) with the Contractor, the same to be produced to SMP, Kolkata prior to beginning work under agreed terms. The RT-PCR report should be maximum 72 hours old as on the date of submission to SMP, Kolkata.

(B) TERMS & CONDITIONS

1. Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and his bid(s) will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2. The tender shall remain open for acceptance for a period of 120 days (Validity of the offer) from the date of opening of techno-commercial bid. The Client may request for an extension in the validity of the Proposal by upto 60 days or as the case may be.
3. **The contract shall be for a period of 3 years from the date of commencement of work, with provision for further extension upto a maximum period of 12 months.**
4. The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Calcutta High Court.
5. All rates offered shall be in Indian Currency. The language used throughout shall be in English. In case of any documents submitted in any other language, a translated version in English will have to be furnished by the bidder.
6. The Service provider/contractor/selected bidder may subcontract parts of the Assignment to other parties with prior approval of the Client/SMP, Kolkata.

7. If relatives of the bidder(s) are working in SMP, Kolkata, the Bidder shall give a declaration about the names of their relations employed in Kolkata Port Trust. It is not the intention to debar the Bidders/Contractors from executing the Assignment, if their relatives are working in SMP, Kolkata, but such a declaration is necessary to avoid conflict of interest.
8. The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (GCC), Specifications, and other documents forming part of this Contract wherever the Contract so requires.
9. The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, Corrigenda, if there be any. Trustees' GCC is also an integral part of the tender / contract.
10. The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies or any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Secretary, SMP, Kolkata, thereon shall be final and binding upon all parties.
11. If the stipulations in the various documents forming the contract 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:-
 - (a) Order letter.
 - (b) Special Conditions of Contract.
 - (c) General Conditions of Contract.
12. The Client is not bound to accept the lowest or any Tender and reserves the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof. The Client is not bound to accept any proposal/bid; and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the Bidders.
13. Intending bidders must take into account any cost or expense incurred/to be incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
14. Bidders are advised to visit the site(s) of work/events/activities prior to submission of their bid. Bidder(s) shall get himself thoroughly familiarized with the site conditions, existing and other infrastructural/logistics facilities etc. before submission of the e-tender. Non-compliance of the same will in no way relieve the Service Provider/successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
15. The offer/tender shall be treated as non-responsive, if it :
 - (i) is not accompanied by requisite EMD and tender paper cost / valid documents supporting claim of exemption from Tender cost submission.
 - (ii) is not accompanied by requisite valid documents / filled up formats, as sought in this NIT
 - (iii) validity of the offer is less than tender stipulation,
 - (iv) does not meet the pre-qualification / eligibility criteria as stipulated in the NIT.
 - (v) is a conditional offer or the bidder imposes own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
16. In addition to above, a bidder may be disqualified if –
 - a) The bidder provides misleading or false information in the statements and documents submitted.
 - b) Record(s) of unsatisfactory performance during the last five years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc. emerge(s).

17. The decision of SMP,Kolkata in respect of unresponsiveness of a bid and/or disqualification of a bid shall be final and binding on the Bidder.
18. In the event of the Service Provider/successful bidder failing to execute within the stipulated timelines indicated in this NIT, without sufficient reasons acceptable to the Trustees, the Security Deposit/Performance Guarantee may be forfeited and the order be cancelled at the option of the Trustees apart from other actions.
19. Orders may be placed in full/part. Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
20. The successful Tenderer/Bidder will be notified regarding the acceptance of his tender, through a Letter of Award (LoA). The successful “Tenderer/Bidder” becomes the “Contractor/Service Provider” on written acceptance of the LoA (within 7 days from date of LoA) and shall forthwith take steps to execute the Contract Agreement and commence services, at his cost and expenses, within 30 days of issue of LoA by SMP, Kolkata and fulfill all his obligations as required by the Contract. If the selected/successful Tenderer/Bidder withdraws his bid or fails to enter into the Agreement, his order shall be liable to be cancelled and further punitive actions as per this NIT shall be taken at the discretion of SMP,Kolkata.
21. The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy SMP, Kolkata’s request for clarification of his documents or credibility. To assist in the examination and comparison of Tenders, SMP, Kolkata may, at its discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of Price offer. To facilitate evaluation, SMP, Kolkata may, at its sole discretion, seek clarifications from any bidder regarding its offer. Such clarification(s) shall be provided within the time to be specified by the SMP, Kolkata for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a bidder does not provide clarifications sought as at above within the prescribed time, its offer shall be liable to be rejected at the sole discretion of SMP, Kolkata. In case the offer is not rejected, SMP, Kolkata may proceed to evaluate the offer by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of SMP, Kolkata .
22. Even though the bidders meet the stated 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 and their Performance Guarantee/Security Deposit will be forfeited for such action.
23. Within 7 [seven] days from the date of Letter of Award(LoA) from SMP, Kolkata, the selected bidder shall submit a Letter of Acceptance. The Service Provider shall warrant that all services performed under this Agreement shall be of professional quality conforming to generally accepted best of industry practices. The Service Provider must provide professional and objective services and at all times hold SMP, Kolkata’s interest paramount, strictly avoid conflicts with other Assignment/ jobs or their own corporate interests. Services performed by the Service provider which are determined by SMP, Kolkata to be of less than professional quality shall, at SMP, Kolkata’s option, be corrected by the Service Provider, at the Service provider’s sole expense.
24. The Contractor/Service Provider should be prepared for taking up occasional works on Holidays and Sundays, as also occasional round-the-clock working, if exigencies so develop. The Contractor/Service Provider shall not be entitled to any additional payment for these.
25. Necessary requisition slips/ forms/ any other required stationery, etc. will have to be provided by the Contractor/Service provider at his cost and expenses. The bidder, if he so desires, may inspect existing samples. Exact modalities/SOPs for the services may be modified/fine-tuned at any time during the tenure of the contract, as per needs.

26. The service provider (and not the security staff/agency of SMP, Kolkata) shall be responsible for the security and safety of the entire property and personnel of the service provider installed/kept/stationed in SMP, Kolkata premises.
27. The Contractor/Service Provider shall comply with the provisions of all relevant Acts and laws, relevant to provide the services under this NIT/Contract, specifically including (but not restricted to) newly amended Labour Codes (comprising Minimum Wages Act, Employees' Liability Act, Industrial Disputes Act, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, Bonus Act), with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made there under from time to time. If any fresh statutory obligation is added or a statutory provision is amended, the same is to be abided by the Contractor/Service Provider.
28. The Contractor/Service Provider shall alone be responsible for payment of Wages and all other statutory payments/legal dues payable to its employees/the personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract. The Contractor/Service Provider shall provide appropriate and applicable **minimum Bonus**, every year, to its employees/the personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract, which will be reimbursable to the Contractor on submission of valid documents. (The bidders will not take into consideration the Bonus amount in their offered rates in the Price Bid, as this would be paid extra as reimbursement). The Bonus amount will be reimbursed in respect of the no. of personnel indicated in Format 13 (and as per subsequent approved alterations, apart from personnel increased voluntarily by the contractor) plus 28 persons under Section 2(IV) (and as per subsequent approved alterations). The Contractor shall obtain all requisite approvals, permission, license etc. from the appropriate authorities for meeting its commitments and for complying with the obligations on its part under the contract.
29. The contractor/Service Provider will have to comply with provisions of all other applicable Acts (other than those specified in Clause 27 above) that relate to execution of the works and services under this contract. It will be the duty of the contractor/Service Provider to abide by the provisions of the Acts, Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works/services under this NIT/contract. The contractor/Service Provider shall be fully responsible for any delay/damage etc. and keep SMP, Kolkata, its associates, partners or its directors or Trustees and its employees indemnified against all penalties and liabilities of any kind for non-compliance or infringement of such Acts, Ordinances, Rules, Regulations, By-laws and Procedures.
30. The Contractor/Service Provider shall maintain proper documentation as prescribed, or as may be introduced, by appropriate authorities concerned, vis-a-vis relevant statutory rules and acts, applicable to provide the services under this NIT/Contract. The Contractor/Service Provider shall obtain all requisite approvals, permission, licence, etc from appropriate authorities concerned for meeting its commitments and for complying with its obligations under this NIT/Contract. The Contractor/Service Provider shall produce such documentation in original before SMP, Kolkata, if so advised by SMP, Kolkata within the timeline specified.
31. The successful contractor/Service Provider shall be liable for and indemnify, defend, hold harmless and keep indemnified SMP, Kolkata, its associates, partners or its directors (or Trustees) or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damages, costs (including legal fees and expenses), liability (whether criminal or civil) suffered and/or incurred by SMP, Kolkata, its affiliates or its directors (or Trustees) or its employees arising from or in connection with the performance of the services by the contractor/Service Provider or due to any breach of the terms and condition of the contract including any covenants, obligations and representations and warranties of the contractor/Service Provider, or breach of applicable laws and regulations governing the performance of the services by the contractor/Service Provider.
32. The contractor/Service Provider shall have to take proper measures against environmental pollution during execution of work/activity. The contractor/Service Provider shall abide by all the regulations

and rules and directives of Kolkata Port Trust and those that may be issued from time to time without any extra cost to the SMP, Kolkata .

33. The Contractor/Service Provider shall abide by the job safety measures, comply with statutory rules and regulations and indemnify SMP, Kolkata from the demands and/or responsibilities arising out of accidents or loss of life, the cause of which is the negligence of the Contractor/Service Provider. The Contractor/Service Provider shall take all possible precautionary measures for the safety of his employees/personnel engaged to provide the services under this NIT/Contract during execution of the services. SMP, Kolkata under no circumstances will be responsible for any accident of the Contractor/Service Provider's employees/personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract. SMP, Kolkata will not be responsible for any injury, fatal or otherwise, to the personnel engaged by the Contractor/Service Provider to provide the services under this NIT/Contract, during the tenure of the Contract. The Contractor/Service Provider, shall obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained by SMP, Kolkata .
34. The services under this NIT/Contract shall be carried out without hampering normal office work. The Contractor/Service Provider shall take the best appropriate care of SMP, Kolkata's office properties during rendering the services. Any damage to SMP, Kolkata's office properties or property of a third party shall be compensated by the Contractor/Service Provider, in the way decided by SMP, Kolkata.
35. The Contractor/Service provider shall at its own expenses, reinstate and make good upto the satisfaction of SMP, Kolkata and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of SMP, Kolkata or its Agents or servants or employees, in case the injury or loss or damage is arising out of, or is in any way connected with the execution or purported execution of the services to be provided under this NIT/Contract. Further the Contractor/Service provider will indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata or its Agents or servants or employees, or which would be so enforceable where SMP, Kolkata is a private person, in respect of any such injury, including injury resulting to death, loss or damage to any person whomsoever, or property, including all claims which may arise under the Workmen's Compensation Act or otherwise.
36. If a dispute of any kind whatsoever arises between SMP, Kolkata and the contractor/Service Provider in connection with or arising out of the contract or the execution of the works/activities, the interpretation of contract, disputes and arbitration, etc. shall be dealt as per relevant provisions of the General Conditions of Contract (Refer GCC).
37. If required, the contractor/Service Provider, will have to enter into an Integrity Pact with the Port.
38. For works/activities inside the Docks, Dock permit required for men, materials, vehicles and equipment etc. are to be obtained free of cost by the contractor/Service Provider from SMP, Kolkata following applicable processes and guidelines at the SMP, Kolkata. In case, any work/activity has to be carried out in an operational zone, the contractor/Service Provider should keep in mind that the work is to be executed without hampering the operational activities.
39. The Contractor/Service Provider will not disclose information, confidential or otherwise, relating to SMP, Kolkata, it might have or get access to and which may affect SMP, Kolkata, at any time to other parties. Likewise, the Contractor/Service Provider will advise and ensure similar confidentiality from his employees/personnel engaged by him to render/provide the services under this NIT/Contract.
40. The Contractor/Service Provider shall make adequate enquiries about the characters and antecedents of each of his employees/ personnel engaged by him to render/provide the services under this NIT/Contract. Their characters and antecedents will be got verified after/through investigation of the concerned police authority and the Police verification Reports shall be submitted by the Contractor/Service Provider to SMP, Kolkata within 3 months from deployment of each of his employees/ personnel.

41. The Contractor/Service Provider will also ensure that his employees/ personnel engaged by him to render/provide the services under this NIT/Contract deployed are physically, mentally fit and conform to the requirements essential for rendering the services under this NIT/Contract.
42. The employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract should be polite, cordial, enthusiastic, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of SMP, Kolkata. The Contractor/Service Provider shall be responsible for any act of misdemeanour/indiscipline on the part of the employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract. The Contractor/Service Provider shall ensure that none of the employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract, join any demonstration/agitation, while on duty in SMP, Kolkata premises.
43. The Contractor/Service Provider shall withdraw such employees/ personnel engaged by him who are not found suitable by SMP, Kolkata, within 7 days of receipt of such request from SMP, Kolkata in writing and/or over e-mail.
44. The employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract should not claim employer/employee relationship with office(s) of SMP, Kolkata.
45. The Contractor/Service Provider will provide appropriate replacement/substitute in respect of employees of / personnel engaged by the Contractor/Service Provider, leaving the services due to his/her personal reasons or requested by SMP, Kolkata to be replaced/substituted. Again, duration to provide replacement for the no. of personnel withdrawn should be 7 days of receipt of such request from SMP, Kolkata in writing and/or over e-mail. For such replacement/substitute(s), all provisions which are applicable to the other employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract shall also be applicable and complied with.
46. In case of exigencies and on request from SMP, Kolkata in writing and/or over e-mail, the Contractor/Service Provider shall have to provide appropriate personnel for a short period (as may be requested by SMP, Kolkata). Additional payment for this shall be made as per rates quoted in the Subsidiary Price Bid format and as per provisions mentioned in this NIT.
47. The Contractor/Service Provider has to provide two sets of uniform per annum (with approval of SMP, Kolkata) to each and all employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract and deputed in SMP, Kolkata premises, within 60 days from commencement of contract/ deployment. The name/logo of the Contractor/Service Provider shall be prominently visible on such uniform.
48. The Contractor/Service Provider has to provide Photo-identity cards to all employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract and deputed in SMP, Kolkata premises, within 60 days from commencement of contract. The Contractor/Service Provider shall ensure wearing/display of such Photo-Identity cards by his employees/personnel engaged during their stay in SMP, Kolkata premises.
49. The Contractor/Service Provider will depute and station appropriate Supervisory personnel at GAD(Main) office of SMP, Kolkata, for managing smoothly all aspects of the scope of services under this NIT/contract. Such supervisory personnel shall be available round-the-clock and especially during working hours of the office concerned.
50. The Contractor/Service Provider and/or his Supervisory personnel shall attend scheduled or surprise inspections at the request/instruction of SMP, Kolkata. The Contractor/Service Provider and/or his Supervisory personnel shall forthwith take appropriate corrective action within 48 hrs from the date/time of inspection, on observations of SMP, Kolkata during such inspections.

51. Termination related issues shall be dealt as per relevant provisions/ as per the spirit of the General Conditions of Contract (refer GCC). However, it is specifically mentioned that in case the contractor/Service Provider terminates this contract for any reason whatsoever, or, SMP, Kolkata terminates this contract due to non-performance (grounds of non-performance) by the contractor/Service Provider, then SMP, Kolkata shall forfeit the Performance Guarantee/Security Deposit paid by the contractor/Service Provider. SMP, Kolkata shall also claim compensation for damages incurred due to termination of contract on actual basis. In case of the contractor/Service Provider's failure and at the absolute discretion of SMP, Kolkata, the services concerned in part or full, may be ordered to be completed/executed by some other agency at the sole risk and expense of the contractor/Service Provider.
52. In addition to the relevant Termination related provisions of the General Conditions of Contract (refer GCC), the contract may be terminated anytime within the currency period of the contract by SMP, Kolkata at its sole discretion for any of the following factors –
- a) Failure on the part of the contractor/Service Provider to provide appropriate services or if the quality of service provided is not satisfactory, in more than two consecutive occasions
 - b) Breach of any terms, conditions, provisions in this NIT/Contract including payment of monthly wages to the personnel the contractor/Service Provider has engaged to provide the services mentioned in this NIT/Contract, within 6th of every month.
 - c) Failure to provide necessary information regarding payment of statutory dues as and when asked for
 - d) Any unlawful act by the contractor/Service Provider or by employees of / personnel engaged by the Contractor/Service Provider to render/provide the services under this NIT/Contract or by any third party on behalf of the contractor/Service Provider, entailing any damage, loss of property and/or material, loss of reputation of the SMP, Kolkata /Trustees or any inconvenience to SMP, Kolkata /the Trustees.
 - e) Assigning the contract or any part of the contract to any sub-contractor without prior consent/approval of SMP, Kolkata in writing.
53. For such termination, SMP, Kolkata will under no circumstances, be obliged to any financial repercussion/compensation to the contractor/Service provider.
54. On expiry of the contract/after termination of the contract, the Contractor/Service provider shall vacate SMP, Kolkata's premises and give vacant, undisputed, peaceful possession within 7 days of expiry/termination of the contract and remove all his belongings within the stipulated time, failing which, SMP, Kolkata shall remove all such belongings of the Contractor/Service Provider at the risk and cost of the contractor/Service Provider and no damage or any cost shall be entertained by SMP, Kolkata. Before handing over possession of SMP, Kolkata's premises, the contractor/service provider shall make good, damages, if any.
55. Escalation – The rates quoted shall remain fixed for the entire duration of the contract (3 years+extended time, if any) and no escalation under any account will be allowed, apart from differential escalation, if any, vis-à-vis statutory wages in respect of Housekeeping and Errand Services under Section 2(IV) of this NIT.
56. Penalties -
- (a) In respect of photocopying services, in case of any adverse reports from any deptt./division of SMP, Kolkata regarding (i) untimely closure of services, (ii) poor quality of photocopy, (iii) undue delays vis-à-vis allowable time, (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider, if such reports cannot be established as false/incorrect by the contractor. In case, the services are closed/not

provided for more than 2 hours on a particular working day, a penalty of Rs. 3000/- per hour or part thereof shall be imposed for the period of such non-service and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider.

- (b) In respect of peon/courier services, in case of any adverse reports from any deptt./division of SMP, Kolkata regarding (i) loss of SMP, Kolkata property and correspondences entrusted to the service provider, (ii) delayed delivery, disregarding the timelines under this NIT, (iii) non-collection of documents for delivery; (iv) fake acknowledgement or forgery, (v) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc. a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider, if such reports cannot be established as false/incorrect by the contractor.
- (c) In respect of laundry services, in case of any adverse reports regarding (i) loss of SMP, Kolkata's property entrusted to the service provider, (ii) delayed delivery, (iii) non-collection; (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, etc a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider, if such reports cannot be established as false/incorrect by the contractor.
- (d) In case of housekeeping and errand services, any adverse reports from any deptt./division of SMP, Kolkata regarding (i) loss of SMP, Kolkata's property and correspondences entrusted to the service provider, (ii) quality of service, (iii) shortage of equipment and/or personnel and/or materials; (iv) misdemeanor by any employee of/personnel engaged by the contractor/service provider to render the services under this NIT/contract, a penalty of Rs. 500/- for each such occurrence shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider, if such reports cannot be established as false/incorrect by the contractor.
- (e) In case, on account of malfunction of any equipment/material/tool a particular service/services or part of a service/services is/are not being provided for excess of 1 working day, a penalty of Rs. 2000 per day or part thereof shall be imposed, counted from the 2nd day onwards. In case, such equipment/material/tool is not provided a suitable, appropriate replacement/substitute within the 5th day, the penalty shall be increased to Rs. 5,000 per day or part thereof from the 6th day onwards. Such penalty shall be imposed and deducted from bills of the contractor/service provider/ amount due to the contractor/service provider (for this purpose "day" shall commence from 6 AM).
- (f) If for 3 consecutive occasions/months the payment schedule (by 6th of a month) is not adhered to, ½% deduction of the monthly contract value, per week or part thereof, counted from the 6th day of every month for delay in payment (wages, bonus, etc) by the contractor/service provider to any/all of its employees/personnel engaged by the contractor/service provider to provide the services under this contract/NIT during the preceding month, shall be imposed for the occasions/months during which such delay occurred and recovered from bills of the contractor/service provider/ amount due to the contractor/service provider.
- (g) In case, of defaults of repetitive nature, causing imposition of penalties, SMP, Kolkata will have the sole discretion to terminate the contract, through a notice of 7 days.

C) EARNEST MONEY DEPOSIT (EMD) AND
SECURITY DEPOSIT/PERFORMANCE SECURITY :-

EARNEST MONEY DEPOSIT (EMD) :-

1. Bidders are required to submit / furnish EMD as per NIT.
4. For **Micro & Small Enterprises (MSEs) registered with NSIC**:-Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted.
 - 4.1 If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then such exemption will not apply.
 - 4.2 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY

1. Successful Tenderer will submit Security Deposit for a sum equivalent to 3% of the . Total Evaluated Value of the Contract for Three Years” within 7 days from the date of receipt of intimation in this regard, through A/c Payee Demand Draft or Banker’s Cheque or Bank Guarantee. Bank Guarantee executed in favour of ‘Syama Prasad Mookerjee Port” from a Commercial/ Nationalized/Scheduled Bank having office at Kolkata, valid for three years & six months, is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.
2. In case the the bidder fails to deposit SD within the stipulated period, action will be taken as per the Bid Security Declaration.If after deposition of SD, the contractor fails to take up the job within the stipulated period or fails to execute the job upto the satisfaction of SMP, Kolkata or abandons the work partially or fully, action will be taken as per provisions in this NIT, as also the GCC. In addition, the contractor may be suspended for the period of three years on account of his lapses.

Refund of Security Deposit (SD)

- a) The Security Deposit will be retained by SMP, Kolkata till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to SMP, Kolkata, the Security Deposit will be forfeited along with cancellation of the contract.
- b) On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:
- c) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by SMP, Kolkata .
- d) The contractor shall have to apply for the refund of Security Deposit by enclosing the original Treasury Receipt. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against SMP, Kolkata under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

“I/We hereby certify that there are no claims against SMP, Kolkata under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you.”

D) TERMS OF PAYMENT:

1. Except the specific charges quoted through Price Bid in response to this NIT and accepted by SMP, Kolkata (with or without any modification), no other charges/costs would be payable to the contractor/service provider. All other charges/costs, whatsoever shall have to be borne by the Contractor/Service provider.
2. The Contractor/Service provider will raise monthly bills (on calendar month basis) to the Engineer of the Contract (Secretary, SMP, Kolkata). For ECS payment, the Contractor/Service provider shall furnish following information on receipt of intimation in this regard - (i) Bank Account No. of the Contractor/Service provider, (ii) Type of Account – Savings/Current/Cash Credit, (iii) Name of Bank with Code No. , (iv) Name of the branch with IFSC and location, (v) MICR No., (vi) PAN; (vii) GSTIN No.; and other details as may be required by SMP, Kolkata Finance.
3. Accordingly, the Contractor/Service provider will be required to open their bank account within the ECS Zone prescribed by RBI, if not already done, to ensure receipt of payment of bills from SMP, Kolkata .
4. Payment will be made on submission of original documents with the bill (in quadruplicate) confirming –
 - a) Receipt of monthly wages by the employees of the Contractor/Service provider or personnel engaged by the Contractor/Service provider for rendering/providing the services under this NIT/contract
 - b) Electronically generated money receipts from ESI Authority
 - c) Electronically generated money receipts from EPF Authority
 - d) All necessary internal certifications from concerned authorities/depts./divisions of SMP, Kolkata.
5. SMP, Kolkata will endeavour to make payments within 30 days from date of submission of clear, complete and undisputed bills.
6. Income Tax will be deducted at source, at the appropriate rate, as per relevant provisions of Income Tax Act, 1961, or any amendment thereof from all payments made to the Contractor/Service Provider under this NIT/Contract.

Section 206AB and 206CCA newly inserted in the Income Tax Act, 1961 and effective from 1st July, 2021, hereby states :-

- 6.1** Section 206AB, a higher rate of deduction of tax at source will be applicable on part of Contractor/Service provider if the former has not filed their Income Tax returns for 2 financial years immediately preceding the financial year in which tax is required to be deducted at source and the time limit for filing the income tax returns under section 139 (1) of the Income Tax Act, 1961 has expired in both the cases. However, this section will also be applicable in case the aggregate of tax deducted at source in each of the 2 previous years is Rs 50,000 or more. The rate of TDS applicable will be higher of the following :
 - (i) Twice the rate specified in the relevant provision of the Income Tax Act, 1961
 - (ii) The rate of 5%
- 6.2** As per section 206CCA, SMP, Kolkata will be subject to a higher rate of collection of tax at source (TCS) in case the Contractor/Service provider who have not filed their income tax returns for 2 financial years immediately preceding the financial year in which tax is required to be collected at source and the time limit for filing the income tax returns under section 139 (1) has expired in both the cases .However, this section will also be applicable for assesses in whose case the aggregate of tax collected at source in each of the 2 previous years is Rs 50,000 or more. The rate of TCS applicable will be higher of the following
 - (i) Twice the rate specified in the relevant provision of the Income Tax Act, 1961.

- (ii) The rate of 5% of the amount collected.

SMP, Kolkata accordingly requests declaration in the same line from interested bidders/parties/suppliers/buyers to whom SMP, Kolkata is making payment to determine the rate of TDS/TCS. The format for declaration by parties is enclosed for reference in Format 15. The Contractor/ Service Provider is required to submit the declaration along with copies of acknowledgement of filing the return of income of the last 2 years immediately. If no such declaration is received from the Contractor/ Service Provider, it will be assumed that the same has not filed its return of income in the last 2 preceding years and its aggregate TDS/TCS exceeds Rs 50,000 and thus TDS/TCS will be made at higher rate.

E) TAXES & DUTIES:

1. The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
2. Contractor/Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
3. The Contractor/Supplier/service provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Contractor/Supplier/service provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Contractor/Supplier/service provider and details available with SMP, Kolkata, then payments to Contractor/Supplier/service provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time SMP, Kolkata is sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata Account and is finally available to SMP, Kolkata in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
4. SMP, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Contractor/Supplier/service provider. Any loss of input tax credit to SMP, Kolkata for the fault of Contractor/Supplier/service provider shall be recovered by Kolkata SMP, Kolkata by way of adjustment in the consideration payable.
5. Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by Contractor/Supplier/service provider for a particular year before September of the succeeding Financial Year.
6. The purchase order/ work order shall be void, if at any point of time Contractor/Supplier/service provider is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

F) FORCE MAJEURE:

1. Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the contractor/Service Provider like those as set out hereunder or the consequences thereof which may materially and adversely affect the contractor/Service Provider in due performance of his various obligations under the NIT/Contract.
 - a) Acts of God, heavy and incessant rain, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent originating from a source other than the equipment supplied, installed, operated and maintained by the contractor/Service Provider).
 - (b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the contractor/Service Provider / personnel engaged by the contractor/Service Provider to provide services under this NIT/Contract or by the employees/personnel of the agents /

representatives / subcontractors engaged by the contractor/Service Provider) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor/Service Provider.

- (c) An act of war, riot etc.
 - (d) Industry-wide or State-wide strikes or industrial actions.
 - (e) Any civil commotion, boycott or mass agitation which prevents the contractor/Service Provider in fulfilling his obligations under the provisions of the NIT/Contract.
2. Notice of Force Majeure Event :
- a) The contractor/Service Provider shall give notice to SMP, Kolkata (Engineer of Contract vis a vis to Engineer's representatives) in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
 - b) The notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the contractor/Service Provider to perform its obligations,
 - (iii) the measures which the contractor/Service Provider has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and any other relevant information.
3. Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the contractor/Service Provider in respect of Force Majeure Event until the earlier of:
- (a) expiry of the period during which the contractor/Service Provider is excused from performance of its obligations OR
 - (b) termination of the contract,
4. Performance Excused : The contractor/Service Provider to the extent rendered unable to perform its obligations or part thereof under the NIT/Contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by SMP, Kolkata consequent to the Force Majeure Event.
5. Resumption of Performance : During the period of Force Majeure, the contractor/Service Provider shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations. The contractor/Service Provider shall also make efforts to resume performance of its obligations as soon as possible and upon resumption shall notify SMP, Kolkata of the same in writing.
6. Extension of time for performance of obligations :SMP, Kolkata may grant extension of time to the contractor/Service Provider for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by SMP, Kolkata at its sole discretion without any change in the terms, conditions, etc (except the tenure of the contract).
7. Effect of Force Majeure Event : If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

(G) FRAUD AND CORRUPT PRACTICES:

1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, SMP, Kolkata may reject a offer without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2. Without prejudice to the rights of SMP, Kolkata under Clause 1 hereinabove, if a Bidder is found by SMP, Kolkata to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender issued by the SMP, Kolkata during a period of 2 (two) years from the date such Bidder is found by the SMP, Kolkata to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of SMP, Kolkata who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SMP, Kolkata , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the SMP, Kolkata in relation to any matter concerning the Project;

(b) **“Fraudulent Practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

(c) **“Coercive Practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the SMP, Kolkata with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

NOTE: The Client can reject a proposal/terminate a contract even after the signing of the Contract Agreement if it is determined that the Event Manager recommended for award/selected, has engaged in corrupt or fraudulent activities in competing for the contract in question and/or if it is determined that the Event Manager recommended for award/selected has suppressed or mislead while furnishing facts during the period of contract. The Client reserves the right to declare any Bidder/ Event Manager ineligible without assigning any reason. The Earnest Money Deposit/Performance Guarantee/Security Deposit, as the case may be, shall be liable for forfeiture if the Bidder/ Event Manager, is declared ineligible under the “Fraud and Corrupt Practices” clause. Such Bidder/Event Manager may also be black-listed.

H) PRE-QUALIFICATION CRITERIA [MINIMUM ELIGIBILITY CRITERIA]:

- (i) The bidder must be a Company, Partnership or Proprietorship firm or any registered legal entity in India. **JVs/Consortiums are not allowed.**
- (ii) (Previous experience related eligibility) The intending bidder must have successfully completed facility Management / upkeepment/housekeeping services work in offices, industrial areas/housing complexes during the last 7(seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:
 - Either
 - a. 03 (Three) completed works each costing not less than Rs.38.21 Lacs, Or
 - b. 02 (Two) completed works each costing not less than Rs.47.76 Lacs, Or
 - c. 01 (One) completed work costing not less than Rs.76.42 Lacs.
- (iii) (Financial eligibility) The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2021, should be at least Rs.28.66 Lacs.
- (iv) Work experience as a sub-contractor shall not be considered as the requisite qualification.

Notes :-

- Contracts with only toilet cleaning/garbage disposal, etc. will not be considered as similar/equivalent to facility Management / upkeepment/housekeeping services
- The bidder should not have been blacklisted/barred by the Central / any State Government / or any entity controlled by them from participating in any project/assignment and the bar subsists as on the date of opening of the bid. (self-declaration required)

I) EVALUATION METHODOLOGY

- Pursuant to the qualification of Bidders as per the Minimum Eligibility Criteria, and responsiveness of the bids, the overall lowest offer received from the techno-commercially qualified bidders shall be considered for acceptance by the Trustees.
- The overall lowest offer will be based/calculated on the sum total of all the rates offered by a bidder in the Price Bid Main format only.
- The rates quoted in the Price Bid Subsidiary Format, which is to be submitted mandatorily with the Price Offer, will not be taken into consideration for evaluation purposes.

(J) PRICE BID RELATED

Notes:-

- Price offer should be in the Price Bid part only. No prices in figures or in words should be indicated anywhere in the Techno-Commercial Bid.
- Formats – Price Bid Main format & Price Bid Subsidiary Format are related to Price Bids. The formats should be entered online. The Price Bid Subsidiary Format can be seen in a separate sheet of the Price Bid part
- Unit rates for a particular service quoted in the Price Bid Subsidiary Format should not be comparably more vis-a-vis what is quoted for the said service in the Price Bid Main format.
- Price Offer should be in adherence to all governing terms and conditions. There should not be any deviation from terms and conditions or conditional pricing.
- During contract execution, SMP, Kolkata would have the sole authority to drop any of the activities and make payment on the basis of actual execution.
- Apart from what is indicated in this NIT, no other costs would be payable to the contractor/service provider. The bidders should therefore, read all instructions given in this NIT carefully, to ensure that they have quoted completely and fully. No additional demands would be entertained during the execution of the contract.

(Price Bid Main format)

Sl. No.	Particulars	in Rupees (INR)
1	All-inclusive costs for Photocopying services on the basis of average 80000 copies of A4 single side equivalents per month (excluding GST)	(Lumpsum per month)
2	All-inclusive costs for Courier/peon services per month (excluding GST)	(Lumpsum per month)
3	All-inclusive costs for Laundry Services on the basis of approximately 225-230 Nos. of items per month (excluding GST)	(Lumpsum per month)
4	All-inclusive costs for Housekeeping and Errand services on the basis of 28 personnel per month (excluding GST)	(Lumpsum per month)
5	All-inclusive costs for Pest Control Services per month (excluding GST)	(Lumpsum per month)
6	All-inclusive costs for Services related to Water Coolers and Water-purifiers on the basis of approximately 20 machines (aggregate of Water Coolers and Water-purifiers) (excluding GST)	(Lumpsum per month)
7	All-inclusive costs for Services related to Telecom, Broadband, Dish TV (excluding GST)	(Lumpsum per month)
	Total (Sum of Sl. Nos. 1 to 7)	

(Price Bid Subsidiary format)

Sl. No.	Particulars	in Rupees (INR)
1	All-inclusive costs for Photocopying services on the basis of 1 (one) copy of A4 single side equivalents (excluding GST)	(Unit rate per copy of A4 single side equivalents)
2	All-inclusive costs for Laundry Services on the basis of 1 (one) laundry item (excluding GST)	(Unit rate per laundry item)
3	All-inclusive costs for Housekeeping and Errand services on the basis of 1 (one) personnel per day (excluding GST)	(rate per personnel per day – same rate applicable for increase and decrease)
4	All-inclusive costs for Services related to Water Coolers and/or Water-purifiers per machine basis (excluding GST)	(rate per machine per month - same rate applicable for increase and decrease)

Date:

(Signature, name and designation of
the Authorised Signatory)

Place:

Name and seal of the Tenderer

Format 1

STATEMENT OF LEGAL CAPACITY

(To be executed on bidder's letterhead)

To
Secretary,
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Subject : Comprehensive Facility Management Services Under General Administration Department
SMP, Kolkata.

Sir,

With reference to your tender document vide Tender No. Admn/T/176 dated 24.09.2021

I/We hereby confirm that I/We satisfy the terms and conditions laid out in the tender document.

I/We have agreed that (insert individual's name) will act as my/our representative and authorized signatory and has been duly authorized to submit the tender.

Further, the signatory to this Statement of Legal Capacity (insert individual's name);
in the capacity as (designation) of the
..... (insert name of the tendering organization), is vested
with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Date:

Place:

Name and seal of the Tenderer

Format 2

POWER OF ATTORNEY FOR SIGNING/SUBMISSION OF TENDER

Know all men by these presents, I/We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with me/us and holding the position of, as my/our true and lawful attorney (hereinafter referred to as the "Attorney") to do in my/our name and on my/our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my/our tender for the ----- (name of the tender), of the Kolkata Port Trust (the "SMP, Kolkata ") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the SMP, Kolkata , representing me/us in all matters before the SMP, Kolkata, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of my/our bid, and generally dealing with the SMP, Kolkata in all matters in connection with or relating to or arising out of my/our bid for the said tender and/ or upon award thereof to us and/or till the entering into of the Agreement with the SMP, Kolkata .

AND I/we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by my/our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

IN WITNESS WHEREOF I/WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For
(Name of the Tenderer)

(Signature, name, designation and address)
(Name and seal of the Tenderer)

Witnesses:

- 1.
- 2.

Accepted

.....
(Signature)
(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

LETTER OF PROPOSAL

(To be executed on bidder's letterhead)

To
Secretary,
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Subject: Comprehensive Facility Management Services
Under General Administration Department; SMP, Kolkata.

Sir,

With reference to your tender document vide Tender No. Admn/T/176 dated 24.09.2021, I/we, having examined the tender document and understood its contents, hereby submit my/our Tender for the aforesaid project. My/Our Tender is unconditional.

2. I/ We acknowledge that SMP, Kolkata will be relying on the information provided in the Tender and the documents accompanying the Tender for techno-commercial qualification of the Tenderers for the aforesaid project, and we certify that all information provided in the Tender and in the various formats/Appendices is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Tender are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.

4. I/ We shall make available to the SMP, Kolkata any additional information it may find necessary or require to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the SMP, Kolkata to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We declare that:

- (a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by the SMP, Kolkata .
- (b) I/ We do not have any conflict of interest in accordance with Clauses concerned of the tender document; and
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender issued by or any agreement entered into with the SMP, Kolkata or any other public sector enterprise or any government, Central or State; and
- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e) Tender document cost, etc. have been paid and submitted as mentioned in the NIT. Bid Security declaration has been submitted as mentioned in the NIT

7. I/ We understand that SMP, Kolkata may cancel the Bidding Process at any time and that SMP, Kolkata is neither bound to accept any Tender that SMP, Kolkata may receive.

8. I/ We believe that I/We satisfy and meet all the Pre-qualification requirements as specified in the tender document and am/are qualified to submit a Bid.
9. I/ We declare that I/We are not a Member of any other bidder applying for techno-commercial qualification.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending against me / us or against our CEO or any of our directors/ managers/ employees.
13. The Statement of Legal Capacity as per Format-1 provided in this tender document, and duly signed, is enclosed. The power of attorney for signing of the Tender as per Format - 2 provided, is also enclosed.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SMP, Kolkata in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. I/We further declare that I/We have not been blacklisted/banned by the Central / any State Government / or any entity controlled by them from participating in any project/assignment and I/We declare and confirm that as on the date of opening of the bid no bar is subsisting on me/us related to participating in this tender.
16. I/We further declare that in the last 3 (three) years, I/We have not failed to perform on any contract, nor has been expelled from any project or contract by any public entity, nor have had any contract terminated by any public entity for breach.
17. I/ We agree and undertake to abide by all the terms and conditions of the tender document.

In witness thereof, I/we submit this Tender/Bid under and in accordance with the terms of the tender document.

Yours faithfully,

Date:

(Signature, name and designation of
the Authorised Signatory)

Place:

Name and seal of the Tenderer

Format 4

INFORMATION/ PROFILE OF THE BIDDER

1. (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/or commencement of business:
- (e) Status of the Bidder (Individual / Partnership Firm / Company / Society / Any other (Specify) [(attach partnership deed/ certificate of incorporation/ document pertaining to Registration of Society, etc., as applicable) {Pre-qualification criteria H(i)}

- (f) Other details of the Bidding Organization
 - Employee Strength (in India)
 - Organization Structure (chart):

- 2. Office Address in Kolkata :
 - (In case, the successful bidder does not have an office in Kolkata at present, he will have to set up an office in Kolkata within 15 days from the LoA)

- 3. Brief description & Achievements of the Company during last 5 years
(in not more than 5 A4 pages)

- 4. Details of individual(s) who will serve as the point of contact/ communication for the SMP, Kolkata :
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Phone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

- 5. Particulars of the Authorised Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

(Signature, name and designation of
the Authorised Signatory)

Name and seal of the Tenderer

Format 5
FINANCIAL QUALIFICATION OF THE BIDDER

S. No.	Financial Year	Annual Turnover (Rs in Lakhs)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
	Average Annual Turnover (Rs in Lakhs)	

Certificate from the Statutory Auditor^s

This is to certify that (Name of the Applicant) has average annual Turnover of Rs. _____ (in figures and in words) as shown above for the period of the 3 years concerned

Name and designation of the Signatory
Name of the audit firm:
Address of the Audit Firm
E-mail of the Audit Firm
Seal of the audit firm

Date:

[Notes^s :-

- The above certificate will be entirely relied upon for the Financial eligibility {Eligibility Criteria H(ii)}
- In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the Annual Accounts of the Applicant.
- UDIN should be mentioned in certificates issued on or after 1.2.2019]

(Signature, name and designation
of the authorized signatory)

Name and seal of the Tenderer

Format 6

PREVIOUS EXPERIENCE OF THE BIDDER

Sl. No.	Full particulars of Credentials.	Completion Certificate from Client	Name, address, fax/mobile/mail of the official(s) of the Client to whom reference can be made for verification
	(i) Name of work. (ii) Client –name, address. (iii) (a) Work Order No. &	(i) Certificate No.	

	Date OR (iii) (b) Contract Agreement No. & date (iv) Contract Value [Submission of documentary evidence of (iii)(a) OR (iii)(b) is MANDATORY]	and date [Submission of documentary evidence is MANDATORY]	

- The information mentioned above will be acknowledged / taken into cognizance only if the same is supported with mandatory and complete document submission.
- Information supported with mandatory documents will be entirely relied upon for the Previous Work experience related eligibility {Eligibility Criteria H(ii) & H(iv)}

(Signature, name and designation
of the authorized signatory)

Name and seal of the Tenderer

Format 7

CONCURRENT COMMITMENTS OF THE BIDDER

Information on works (under execution but not yet completed) in the hand of the bidder at the time of submission of tender offer :

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

*Note :-

- Submission of “No Complaint Certificate” as per Format – 9, from the client(s) certifying performance of the contractor with respect to all the above ongoing work orders under execution / not yet completed is/are mandatory.

(Signature, name and designation of
the Authorised Signatory)

Name and seal of the Tenderer

Format 8

UNDERTAKING
(in letterhead of the bidder)

(Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document in the letter head of the bidder)

To
Secretary,
SMP, Kolkata
15 , Strand Road
Kolkata -700001

Sub :- Comprehensive Facility Management Services Under General Administration Department
SMP, Kolkata .

Sir,

With reference to your tender document vide Tender No. Admn/T/176 dtd 24.09.2021

2. I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, its various formats, GCC, Corrigendum and Addenda, if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, Formats contained in the said document, GCC, Corrigendum and Addenda.

3. We are submitting this undertaking in lieu of submission of signed copy of the full tender documents, Formats contained in the said document, GCC, Corrigendum and Addenda.

Yours faithfully,

(Signature, name and designation of
the Authorised Signatory)

Name and seal of the Tenderer

Format – 9
NO COMPLAINT CERTIFICATE
(In letterhead of the Client concerned of the Bidder)

Ref. no :

Dated :

The (name of the Bidder),
Vendor/ Bidder Address

I/We, ----- (Engineer of the Contract/ Authority delegated by Engineer of the Contract) of(Name of the Client Organisation) certify that, the ongoing work order/s No. is/are being executed smoothly without any particularly severe complaint by(Name of the bidder) from the date of commencement of work order..... till.....

OR

I/ We are unsatisfied with the quality of the services delivered and/or conduct of your ... (no. of) personnel engaged in various departments under the contract from the date of commencement of work order..... till.....

Complaints as such duly received/registered against(Name of the bidder) is/are subject to enquiry, if proven, shall be held responsible and to be charged as per the penal provisions incorporated under the contract.

You are hereby directed to address the complaints with (Engineer of the Contract/ Authority delegated by Engineer of the Contract) of(Name of the Client Organisation) for immediate resolution and extend quality service for the rest of the contract period.

Yours faithfully,

Signature with seal of the
Engineer of the Contract/
Authority Delegated by E.O.C
Name and Designation

Signature of the Tenderer :

Name :

Designation :

Date :

Seal of the tenderer :

Format 10

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "CLIENT" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "SERVICE PROVIDER" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

SMP, Kolkata being desirous of getting executed the Assignment mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender, Instruction to Tenderers, Special Conditions, and other Documents, has invited tenders.

Service provide has understood the Assignment specified in the Tender Document and satisfied himself in all respects by careful examination before submitting his Tender as to the nature and magnitude of the Assignment and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference to or with the execution and completion of the Assignment, to be carried out under the Agreement/Arrangement, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the completion of work and which might have influenced him in making his Bid.

SMP, Kolkata has accepted a Tender/Offer by the Service Provider for the Assignment stated in the Tender document floated by SMP, Kolkata .

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :- (i) .The said Tender/Offer & the acceptance of Tender/ Offer. (ii) The General Conditions Of Contract. (iii).Special Conditions Of Contract (If any). (iv) All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
2. In consideration of the payments to be made by SMP, Kolkata to the Service Provider, the Service provider will duly complete the Asssignment and shall do and perform all other acts and things, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion of the Assignment and at the times and in the manner and subject to the terms and conditions or stipulations mentioned. The Service provider does hereby agree to pay such sums as may be due to the SMP, Kolkata and such other sums as may become payable to the SMP, Kolkata .
3. The Trustees hereby covenants to pay to the Service provider in consideration of such execution and completion of the Assignment, the Contract Prices at the times and in the manner prescribed in the Tender document or Work Order.

IN WITNESS WHEREOF the Parties have executed these presents on the day and the year first above written.

Signed and Delivered

For and on behalf of

The SMP, Kolkata

Date _____

Place _____

Signed and Delivered

For and on behalf of

The Service Provider

Date _____

Place _____

In presence of two Witnesses.

1.

2.

Format 11

BG FORMAT
FOR SECURITY DEPOSIT/PERFORMANCE GUARANTEE

Draft Proforma of Bank Guarantee (Performance Guarantee) to be issued by any Scheduled Bank of India on Non-Judicial Stamp Paper worth Rs.100/- in lieu of Cash Security Deposit

To
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of issuing Bank.....
Name of Branch.....
Address.....

Whereas in terms of the Tender No. dated,
M/s..... (hereinafter
referred as the Service Provider) having its Registered Office at
....., for due performance of its
obligations during the contract period and post-contract period, as stipulated in the referred NIT hereinabove,
is required to provide an “irrevocable–encashable-at-call” Bank Guarantee for a sum of Rs.
(Rupees only) to the Board of Trustees for the Port of Kolkata (hereinafter referred as the
Client), a body corporate, duly constituted under the Major port Trust Act, 1963 (Act 38 of 1963).

And whereas the(the Service Provider) has requested
.....(Bank name/branch/Address) (hereinafter
referred as the Bank) to furnish an unconditional, irrevocable–encashable-at-call Bank Guarantee in favour
of the Trustees/Client for the said sum of Rs. (Rupees only) on behalf of M/s
..... (the Service Provider)

We,..... (Bank name/branch/Address), do on the advise
of the Service Provider, hereby undertake to indemnify and keep indemnified the Trustees/Client to the
extent of the said sum of Rs. (Rupees only)

We,..... (Bank name/branch/Address), further agree that if a
written demand is made by the Trustees/Client through any of its officials for honoring the Bank Guarantee
constituted by these presents, We,..... (Bank
name/branch/Address) have no right to decline to cash the same for any reason whatsoever and shall cash the
same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c.
Payee Banker’s Cheque drawn in favour of “SMP, Kolkata”, without any demur. Even if there be any
dispute between the Service Provider and the Trustees/Client, this would be no ground for us,
..... (Bank name/branch/Address) to decline to honour the
Bank Guarantee in the manner aforesaid.

We,..... (Bank name/branch/Address), further agree that a mere demand by the Trustees/Client at any time and in the manner aforesaid, is sufficient for us, (Bank name/branch/Address), to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the Event Manager and no protest by the Event Manager, made either directly or indirectly or through Court , can be valid ground for us, (Bank name/branch/Address), to decline or fail or neglect to make payment to the Trustees/Client in the manner and within the time aforesaid.

We,..... (Bank name/branch/Address), further agree that the Bank Guarantee herein contained shall remain in full force and effect, up to and inclusive of (dd/mm/yyyy) with a claim period of six months thereafter, i.e upto (dd/mm/yyyy).

We,..... (Bank name/branch/Address), further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees/Client shall have the fullest liberty to vary from time to time any of the terms and conditions of the said permission or to extend any time for performance of any/all obligations by the Service Provider or to postpone for any time or from time to time any of the powers exercisable by the Trustees/Client against the Service Provider and to forebear or enforce any of terms and conditions relating to the said permission and We,..... (Bank name/branch/Address), shall not be relieved from our liability by reason of any such variation or extension being granted to the Service Provider or for any fore-bearance, act or commission on the part of the Trustees/Client or any indulgence by the Trustees/Client to the Service Provider.

We, (Bank name/branch/Address), further agree that any dispute regarding this Bank Guarantee will be adjudicated only under the jurisdiction of the Calcutta High Court.

This guarantee will not be discharged due to change in the constitution of the Bank or the Service Provider.

We, (Bank name/branch/Address), lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees/Client in writing.

Notwithstanding anything contained herein :-

1. Our liability under this bank guarantee shall not exceed Rs. (Rupees only)
2. This Bank Guarantee shall be valid upto(mm/dd/yyyy) and
3. We are liable to pay immediately without making any further reference, the guaranteed amount of Rs. (Rupees only) or any part thereof under this Bank Guarantee so demanded by the authorized officer of the Board of Trustees for the Port of Kolkata serving upon us written claim or demand on or before(mm/dd/yyyy)
4. At the end of the claim period all your rights under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this guarantee.

SIGNATURE.....
NAME.....

DESIGNATION.....

BANK.....
BRANCH.....

(OFFICIAL SEAL OF THE BANK)

Format 12

ON NON-JUDICIAL STAMP PAPER OF AT LEAST Rs. 10/- 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 of _____
having office at _____ and carrying on business on the said name.

2. THAT my aforesaid firm is exempted from Act (ESI or EPF related as
applicable) and the said firm has no valid Registration (ESI or EPF as
applicable) .

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 (name of the work to be mentioned) .

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

DEPONENT

Identified by

Format 13

Bidder is requested to indicate total number of personnel he intends to provide, along with other infrastructural and material requirements that he will provide under the following services, as per the given format:-

Note*

- Use multiple pages, if required
- Kindly indicate common personnel, if any, proposed to be shared amongst the services as at Sl. Nos. 1 to 6

Sl. No.	Service description as in NIT	No. of personnel to be provided	No. of shared personnel, if any (shared with Sl. No)	Details of infrastructural and material requirements that will be provided
1	Photocopying services under Section 2(I)			
2	Courier/Messenger services under Section 2(II)			
3	Laundry Services under Section 2(III)			
4	Pest-Control services under Section 2(V)(a)			
5	Management, liaisoning and facilitation of periodic maintenance of Water Coolers and Water-purifiers under Section 2(V)(b)			
6	Management, liaisoning and facilitation of issues related to Telecom Service, Dish TV service under Section 2(V)(c)			

Net Total number of personnel required for services mentioned above =

Format 14

Bidder is requested to indicate details of the infrastructural and material requirements that he will provide under the following service:-

Sl. No.	Service description as in NIT	Details of infrastructural and material requirements that will be provided
1	Housekeeping and Errand Services under Section 2(IV)	

Note*

- Use multiple pages, if required

Format 15

In letterhead of Bidder

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
15, Strand Road,
Kolkata – 700 001.
PAN – AAAJK0361L

Declaration Form for not imposing TDS Rate as per Section 206AB of the Income Tax Act

I / We, _____ having Permanent Account Number _____ are resident in India and hereby declare as follows:

1. I / We have filed our Return of Income for the preceding Financial Year _____ relevant to the Assessment Year _____. The date of filing is _____ and the Acknowledgement Number issued by the Income Tax Department evidencing the filing of the tax return is _____. A copy of the ITR Acknowledgement evidencing the filing of the above tax return is attached.

2. I / We have filed our Return of Income for the preceding Financial Year _____ relevant to the Assessment Year _____. The date of filing is _____ and the Acknowledgement Number issued by the Income Tax Department evidencing the filing of the tax return is _____. A copy of the ITR Acknowledgement evidencing the filing of the above tax return is attached.

3. I / We declare that the total TDS / TCS for the Financial Year _____ and _____ was / was not Rs.50,000/- or more.

4. I / We hereby declare that I / We am / are duly authorized to give this declaration and the information stated above is true to the best of my / our knowledge and belief.

(Signature)

Name :

Designation :

Date :

Place :

ANNEXURE CS-1

- The Service provider will have to collect documents from the Central Receipt & Despatch Section of SMP, Kolkata Head office and to deliver those to the following offices:-
SCI's office at Strand Road, SBR's Office, Marine House, Navy Office, Office of Mooring Master, Fairfield, Office of ES, DM's office, MM Dept, No. 8 Workshop, Office of SE Rly, Office of DCPD, NSD, KPD, Subhas Bhawan, HSD Office, CRO's Office, Centenary Hospital, PSO Office, Dock Vigilance office, CDLB Office, Fire Office, Fair Weather House Institute, EJC, National Maritime University, GRSE, Port Fire Station, SPPS, WPPS, Offices of National Union and Calcutta Port & Shore Mazdoor Union, Libyan Tea Warehouse, Model Centre, CIWTC office, Offices within Taratolla Colony, Quarters situated on / in Port Land Park, Nimak Mahal Road, Dock dispensary and workshop, Dumayune Avenue, Brace Bridge Road, Remount Road, CGR Road, Taratolla Colony.
- Around 1500 different documents/ letters/ booklets/ books/ charts/ parcels were collected from the Central Receipt & Dispatch (CRD) Section of SMP, Kolkata Head Office and distributed to different addresses in pre-Covid-19 period. This has however come down during Covid times.
- The Service provider will also have to collect documents from the aforesaid offices (but not quarters)[as given at first bullet point] for delivery to Central Receipt & Despatch Section of SMP, Kolkata Head Office only.
- Around 1600 different documents/ letters/ booklets/ books/ charts/ parcels were collected from different offices and deposited/delivered at the Central Receipt & Despatch Section of SMP, Kolkata Head office in pre-Covid-19 period. This has however come down during Covid times.

The frequency of the above services will generally be on all working days (at present 5 days a week; Monday to Friday).

- The successful tenderer may also have to collect documents related to Meetings of the Board of Trustees from the Central Receipt & Dispatch Section of SMP, Kolkata Head office and to deliver those to the different Trustees at their respective residences/office(s) in and around Kolkata, on the same day/date of collection. The frequency of such assignment may be twice/thrice in a month on an average. This aspect, related to Meetings of the Board of Trustees should be given "Top Priority".