



Syama Prasad Mookerjee Port, Kolkata

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

Hydraulic Study Department

तोयालिकी अध्ययन विभाग

20, Garden Reach Road

20, गार्डन रीच रोड,

Kolkata-700043

कोलकाता – 700043

Tel: 033-2409-3031 Fax:033-2409-3036

Email: che@kolkataporttrust.gov.in

No. Hyd/12003.XXII/186

Date: 15/05/2023

TENDER DOCUMENT

For

Hiring of Services for Supply/Engagement of Five(5) nos. of Unskilled labourer and One(1) no Semi-Skilled Labourer on 'per-operation' basis at Hydraulic Study Field Organization, Berhampore establishment under Hydraulic Study Department of Syama Prasad Mookerjee Port, Kolkata for a period of three(3) years for Upkeepment of office premises, Sweeping, Cleaning, Jungle Cutting, Rest Shed Operation, Gardening etc.

Tender No: Hyd/12003.XXII/186

Date: 15.05.2023

Cost of Tender Document: Rs. 1770.00 (Rupees One Thousand Seven Hundred Seventy Only) including GST.

(‘श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के तोयालिकी अध्ययन विभाग के अधीन तोयालिकी अध्ययन क्षेत्र संस्थान (एच.एस.एफ.ओ), बरहामपुर, में हाउसकीवपंग, रखरखाव, सफाई, बागवानी और अन्य कार्यों के लिए 3 (तीन) वर्ष की अवधि के लिए 5 (पाँच) अकुशल, 1 (एक) अर्ध-कुशल श्रमिकों की सेवाओं की आपूर्ति हेतु’।)

Tender Form

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HYDRAULIC STUDY DEPARTMENT

20, Garden Reach Road, Kolkata – 700043

No. Hyd/12003.XXII/186

Date: 15/05/2023

NOTICE INVITING TENDER

E-Tenders are invited on behalf of the Chief Hydraulic Engineer, Hydraulic Study Department, 20, Garden Reach Road, Kolkata– 700043 for ‘Hiring of Services for supply of 5 (five) unskilled, 1 (one) semi-skilled labourer on per-operation basis at Hydraulic Study Field Organization, Berhampore establishment under Hydraulic Study Department, SMP, Kolkata for Upkeepment of office premises, Sweeping, Cleaning, Jungle Cutting, Rest Shed Operation, Gardening etc for a period of 3 (Three) years’. The tenders are invited under single stage two bid systems i.e. Techno-commercial bid and Price bid. Estimated value of the work is **Rs. 32,94,000/-** excluding GST for a period of Three (3) years.

SCHEDULE OF TENDER

Sl. No.	Description of Items / Activity	Schedule
1	Tender No. and Date	Hyd/12003.XXII/186 Date: 15.05.2023
2	Tender Issuing Authority	Chief Hydraulic Engineer, 20, Garden Reach Road, Kolkata-700043, E-mail: che@kolkataporttrust.gov.in Website: https://smportkolkata.shipping.gov.in/
3	Mode of Tender Submission	e-Procurement System. Online Bids (Part-I — Techno-Commercial Bid and Part-II — Price Bid) through e-NIVIDA portal https://kopt.enivida.in/ The intending bidders are required to submit their offer electronically through online e-tendering Portal. No physical tender (hard copy) will be accepted.
4	Total Estimated Cost of Work	Rs. 32,94,000/- (Rupees Thirty Two Lakh Ninety Four Thousand Only) excluding GST.
5	Performance Bank Guarantee / Security Deposit	Three percent (3%) of contract value to be submitted within 30 days of issue of Work Order by SMP, Kolkata

6	Period of Contract	Three (3) Years from the date of commencement of contract.
7	Earnest Money Deposit (EMD)	Rs. 65,880/- (Rupees Sixty Five Thousand Eight Hundred Eighty only) as a Cost of Earnest Money Deposit (EMD)
8	Cost of Tender Document	Rs. 1,770/- (Rupees One Thousand Seven Hundred Seventy only) inclusive of GST as non- refundable cost of Tender Document.
9	Last date of submission of Cost of Tender Document (non-refundable) and Earnest Money Deposit (EMD)	06/06/2023 upto 17-00 Hrs.
10	Availability of Tender Document	The Tender Document will be available after – 17:00 Hrs. on 15.05.2023 upto 17:00 hrs on 06.06.2023 and can be downloaded from SMP, Kolkata's website- https://smportkolkata.shipping.gov.in/ or from e-NIVIDA Portal- https://kopt.enivida.in/
11	Validity of Price Bid	180 Days from the date of opening of Techno-Commercial bid.
12	Date, time & place of offline Pre-Bid Meeting	23.05.2023 from 15-00 Hrs. to 16-00 Hrs. in the chamber of Officer-in-Charge, Hydraulic Study Field Organisation, Berhampore at 3, Netaji Subhas Road, Berhampore-742101, Murshidabad(W.B).
13	Start Date of online e-Tendering (online submission of Techno-Commercial Bid & Price Bid)	15/05/2023, 17-00 Hrs. onward
14	Closing Date of online e-tender submission of Techno-Commercial Bid & Price Bid.	06/06/2023 at 17-00 Hrs.
15	Date and time of opening of Techno-Commercial Bid & Price Bid.	07/06/2023 after 17:00 Hrs.

Note: In the event of unforeseen closure of work/holiday on any of the above day, bids will be opened on the next working day without any further notice.

-sd-
Dr. Nishith Kumar Maji
Deputy Director
for Chief Hydraulic Engineer

1. INSTRUCTIONS FOR E-TENDER

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above and Java 8 Update 221.

Further, bidders are requested to go through the following information and instructions available on the E-Nivida Portal <https://kopt.enivida.in/> before responding to this e- tender: -

- Bidders Manual Kit, Help for Contractors and FAQ.

SMP, Kolkata e-Nivida Special Instruction to Bidders

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. <https://smpportkolkata.shipping.gov.in/> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**".

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.

More information useful for submitting online bids on the e-NIVIDA Portal may be obtained at:

<https://kopt.enivida.in>

GUIDELINES FOR REGISTRATION:

- (i) Bidders are required to enroll 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.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
- (viii) 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.

SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
- (ii) Once the bidders have selected the tenders they are interested in, they can pay the Tender fee and processing fee(NOT REFUNDABLE) by net-banking/Debit/Credit card then they may download the required documents /tender schedules, Bid documents etc. Once they 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.

PREPARATION OF BIDS

- (i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (iii) 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.
- (iv) 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.
- (v) 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.

SUBMISSION OF BIDS

- (i) 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.
- (ii) 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 SMP, Kolkata.
- (iii) Bidder has to select the payment option as "e-payment" to pay the tender fee as applicable and enter details of the instrument.
- (iv) 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.

- (v) 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.
- (vi) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) 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.
- (viii) 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 eNivida Portal:

- (i) 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.
- (ii) Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Help desk Support.

Please feel free to contact e-Nivida 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

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/- Maximum 7500/-+GST Registration Charges Rs. 2000/- +Applicable GST Per Year.

Contact persons (SMP, Kolkata):

Shri Pranab Das, Executive Engineer Email Id.: pranab.das@kolkataporttrust.gov.in Mobile : 9609630783

Contact persons (Enivida Portal): Phone No. **011-49606060 / 8448288985 / 9355030620 / 8448288981**

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

2. PRE-QUALIFICATION CRITERIA:

- (i) The firm must have experience in supply of manpower. Performance Certificate and work order obtained from the previous clients on manpower works will have to be produced by the intending bidders to establish their credibility.
- (ii) The firm must have experience of having successfully completed such type of works during the last 7 years (seven years) ending last day of month previous to the one in which NIT is invited should be either of the following:-
 - Three (3) similar completed works each costing not less than **40%** of the present estimated cost (OR)
 - Two (2) similar completed works each costing not less than **50%** of the present estimated cost (OR)
 - One (1) similar completed work costing not less than **80%** of the present estimated cost.
- (iii) Bidders must have Average Annual Financial Turnover of at least of 30% of the estimated cost during the last 3 years ending 31st March, 2022 (i.e., 2019- 20, 2020-21 and 2021-22). Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, respective performance certificate from Clients, Audited Balance Sheets and Profit and Loss accounts for 2019-20, 2020-21 and 2021-22, Current EPF Registration, Current E.S.I. Registration etc.
- (iv) The bids of the bidders, falling in any one of the following categories will not be considered for evaluation :
 - (a) Whose contract has been fore-closed or terminated in Hydraulic Study Department due to reasons attributable to contractor.
 - (b) Who have not deposited ESI & EPF contribution to the deployed labourers within 3 months of due date, on more than 3 occasions in last two years in Hydraulic Study Department (other than Covid-19 lock down period).
 - (c) Who have not paid minimum wages to the deployed labourers for consecutive 2 months or more.

3. GENERAL CONDITIONS OF THE CONTRACT

This Tender document framed basis on General Condition of Contract and General Financial Rules and it's all up to date amendments. General Conditions of Contract (GCC), which is available in SMP, Kolkata's website for download, will form an integral part of this tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities (BOQ) as specified in the Part-II of the e- tender and in accordance with the Special Conditions of Contract & GCC. The Special Condition of Contract will prevail over and above the GCC. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

Format and Signing of the offer document:

- (a) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorized to sign on behalf of the tenderer. Such authorization shall be indicated by written power-of-attorney.
- (b) The documents should contain no interlineations, erasers or over-writing excepts necessary to correct the errors made by the tenderer in which case such corrections

should be initialed by the person(s) signing the documents.

- (c) The offers of the intending bidders in respect of the single-cover e-tender are to be submitted in two parts, i.e. 'Part-I' & 'Part-II'. 'Part-I' should constitute the Techno-Commercial terms & conditions for offer and 'Part-II' should constitute only the Price Bid (*.xls format, which is uploaded by SMP, Kolkata) without any deviation and condition. Both parts, i.e. Part-I & Part-II, are to be submitted through e-Nivida Portal (<https://kopt.enivida.in/>).

4. MODE OF SUBMISSION OF BID:

The bids are to be submitted under one cover comprising two following parts:-

Part-I: Technical and Commercial Bid

The Techno-Commercial bid will contain the following documents [self-attested and duly stamped legible scanned copies to be uploaded]:-

- a. Current Trade License / Company Registration and GST registration Certificate, Audited Balance Sheet and Profit and Loss accounts for FY 2019-20, 2020-21 and 2021-22 and I-TAX return Form for the last three (3) years.
- b. Details of similar work carried out by the firm with value of each work supported by authentic documents with Work order / Agreement, Performance Certificate etc.
- c. A letter addressed to the Chief Hydraulic Engineer confirming that the Tenderer has accepted unconditionally all terms and conditions laid down in the bid document should be enclosed as per Annexure-A.
- d. Photo Copy of PAN Card.
- e. Details of ECS like (i) Name of the Bank with Code No., (ii) Address of the Bank Branch, (iii) Account Number, (iv) Name of the Branch (IFSC Code) with MICR Code / RTGS as applicable.
- f. Original Bank Draft / Banker's Cheque / Pay order in favour of "**Syama Prasad Mookerjee Port, Kolkata**" of **Rs. 1770/- (including GST)** as cost of **Tender Document** stated earlier, should be submitted physically in the earmarked box kept at the office of the Chief Hydraulic Engineer at 20, Garden Reach Road, Kolkata-70043 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the eNivida Portal.
- g. Original Bank Draft / Banker's Cheque / Pay Order payable to "**Syama Prasad Mookerjee Port, Kolkata**" of **Rs. 65,880/-** (Rupees Sixty Five Thousand Eight Hundred Eighty only as **Earnest Money Deposit [EMD]** should be submitted physically in the earmarked box kept at the office of the Chief Hydraulic Engineer, 20, Garden Reach Road, Kolkata – 700043 before opening of the bid. A photocopy of the same also to be uploaded in their offer in the eNivida Portal.
- h. Copy of NSIC/MSME document(s), if applicable, for exemption of cost of Tender Document and Earnest Money Deposit [EMD].
- i. Self-declaration that the bidding firm has not been debarred / de-listed by any Government / Quasi Government / Public Sector undertaking in India.
- j. Letter of power of attorney, if any.
- k. Filled up Form of Tender as per enclosed Proforma (Form – A).
- l. Copy of ESI Registration Certificate.
- m. Copy of EPF Registration Certificate.

- n. Check List as per Annexure-E.
- o. Self-declaration of the proprietor/partner(s)/authorized signatory of the bidding firm (in case of the proprietorship firm/partnership firm/limited company, as the case may be) that the bidder is/are not associated with any other firm bidding for the same work.
- p. Details statement of ESI & EPF deposited during last 12 months against all the employees.
- q. Bidder is required to submit documents pertaining to manpower supplied in last one year.

Part-II: Price Bid

The Price Bid, in Indian Rupees, shall be submitted as per .xls format, which is uploaded by SMP, Kolkata. If any conditions are indicated in the Price Bid, or if any deviations whatsoever, from the accepted format are found, the Offer of the bidder will be rejected. The bidder shall be required to quote his profit in percentage (%) over “Minimum Wages” inclusive of all the component of EPF, ESI, Bonus [if applicable (as per Payment of Bonus Act and all up to date amendments)], against **Sl. No. 1** in the blank space as stated in BOQ in the .xls format of Price Bid. Price to be quoted should be inclusive of all except GST which would be payable extra at actual on production of documentary evidence as per norms of GST.

5. UNDERTAKING:

The bidder shall submit an unconditional undertaking while submitting the bid using Annexure-A of this e-tender. There is no necessity to upload signed bid document and GCC (available in the website of Syama Prasad Mookerjee Port, Kolkata).

6. INSTRUCTION TO BIDDERS

The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under Techno-commercial Bid and Price Bid, failing which, the tender may lead to disqualification. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

Bidders are advised to submit offer based upon Technical Specification, all Terms and Conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during Pre-Bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

SMP, Kolkata will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid, arranging for site inspections, the mandatory trials or for any other expenses incurred in connection with such bidding.

Please note that there is no provision to take out the list of the parties downloading the tender document from the website mentioned in the NIT. As such, **bidders are requested to see the website once again before the due date of the tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.** The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website.

The work is to be done as described in Bid Document. The Bidders who need clarifications

on any specific issue shall inform the Engineer in writing through e-mail well in advance of the date of Pre-Bid discussion in the address given in the next clause.

If the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid Documents. Every request for an interpretation shall be in writing through e-mail, addressed and forwarded to the Engineer at the following email address: -

che@kolkataporttrust.gov.in

addressed to:

**Chief Hydraulic Engineer,
Hydraulic Study Department,
Syama Prasad Mookerjee Port, Kolkata,
20, Garden Reach Road, Kolkata-700043.**

The bidders may please note that the SMP, Kolkata will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Syama Prasad Mookerjee Port, Kolkata's Officers for making such inquiries. Should SMP, Kolkata find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SMP, Kolkata.

Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SMP, Kolkata may reject, accept or prefer any bid without assigning any reason whatsoever.

In case of unscheduled Holiday / Bandh on the date of pre-bid meeting / opening of tender, the same will be opened on the next working day at the scheduled time.

Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents. The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.

Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability. The Power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory shall be annexed to the bid. SMP, Kolkata may reject outright any bid unsupported by adequate proof of the signatory's authority.

The bids shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity, change or interlineation.

Price Bids containing any sort of qualifying expressions will be rejected.

Changes to terms and conditions as enumerated in the bid document will not be valid if not notified by SMP, Kolkata in writing to the bidder. In the event of SMP, Kolkata intends to or awards the work against the said bid to the said bidder and the bidder fails to commence the work in stipulated time, action will be taken against the bidder as per terms and conditions of the tender.

SMP, Kolkata may ask further documents related to experience of similar works for verification if they are not satisfied with the submitted documents. If the work order(s) and

Performance Certificate(s) submitted by the bidder are found to be improper, the tender offer will be liable for cancellation.

SMP, Kolkata reserves the right to ask any one of the bidders, who have submitted their price quotations, to submit a break-up of the submitted prices with adequate justification to establish for each such component, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SMP, Kolkata.

Chief Hydraulic Engineer or his representative may convene meeting with the bidder with seven days prior notice which the bidders will have to attend, failing which decisions of the Chief Hydraulic Engineer taken unilaterally will be final and binding on the bidder.

The General Conditions of Contract of SMP, Kolkata (available in website of SMP, Kolkata) shall be applicable wherever relevant.

NSIC / MSME registered firms are exempted from depositing cost of Tender Document. Documentary evidence must be submitted in Part – I (Techno-Commercial bid) of their offer for claim of such exemption, otherwise their offer may be rejected. This is as per Ministry of Heavy Industries & Public Enterprise, Department of Public Enterprise, Govt. of India OM No. DPE /7(4)/2017-Fin dated 08.11.2016 and its up-to-date amendments.

N.B: The information being provided in the Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

7. EARNEST MONEY DEPOSIT & TENDER DOCUMENT FEE:

- a) An amount as per following table shall be submitted as Earnest Money Deposit by Demand Draft / Banker's Cheque / Pay Order to "Syama Prasad Mookerjee Port, Kolkata" and payable at Kolkata.

Earnest Money Deposit	Rs. 65,880/-
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- b) EMD of unsuccessful bidders will be refunded without interest within 2 months from the opening of Price Bid or on finalization / acceptance of the tender, whichever is later. If Price Bid is opened before expiry of validity of EMD, the same will be refunded to the bidders other than L1 bidder. EMD of L1 bidder will only be en-cashed. If price bid cannot be opened for any reason before expiry date of Earnest Money, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be en-cashed. Tender submitted without EMD shall not be considered.

- c) EMD of successful bidder will be returned without interest after submission of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture. Earnest Money shall be forfeited if any tenderer withdraws or alters his offer within the validity period of the tender, making it unacceptable to SMP, Kolkata. For the purpose of this provision, the validity period shall include any / all extension thereof as agreed to by the tenderer in writing. Syama Prasad Mookerjee Port, Kolkata shall also be at liberty to deduct any of their dues from Earnest Money.

- d) **EXEMPTION:** NSIC; Micro, Small and Medium Enterprises (MSME) registered firms are exempted from depositing tender document fee. Documentary evidence must be submitted in cover-I of their offer for claim of such exemption, otherwise their offers will be rejected.

8. SECURITY DEPOSIT:

- a. After the issuance of Letter of Intent / work order, Security Deposit shall be submitted within 30 (thirty) working days. The contractor shall commence the work (covered in the Bid Document) as per the said work order. Successful tenderer will submit Security Deposit for a sum equivalent to 3% (Three %) of the total evaluated price of the tender as accepted by SMP, Kolkata in demand draft or in the form of Bank Guarantee as per the enclosed format (Annexure-B) in favour of 'Syama Prasad Mookerjee Port, Kolkata' from a National / Scheduled Indian Bank with office at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. The Security Deposit shall remain valid for 12 months after the expiry of the contract.

SMP, Kolkata shall encash the Security Deposit in the event the contractor fails to carry out the work at the order of Engineer or his authorized representative, or when the contractor has defaulted for more than 30 days or when any amount is to be recovered from the Contractor as penalty or deduction and the contractor fails to remit such amount within 30 days after due notice given in this regard.

The Chief Hydraulic Engineer shall have the right to ask for the extension of the above Security Deposit till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by Chief Hydraulic Engineer.

- b. **While issuing bank Guarantee issuing applicant must mention receiver's details as ICICI Bank IFSC ICIC0006952 Branch- Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of given BG.**

9. DUTIES & TAXES:

- a) Supplier / service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- b) The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. 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 Supplier / Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier / Service Provider to the extent of GST relating to the invoice(s) under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's 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.
- c) Syama Prasad Mookerjee Port, 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 supplier / service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.

- d) Supplementary invoices / Debit note / credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- e) The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- f) If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in the contract, these shall be paid by the SMPK in addition as the same are not included in the quoted rates.

10. PRICING OF BID:

General: The Bid shall be quoted in and as per format of Price Bid (*.xls format which is uploaded by SMP, Kolkata).

Currency of Quotations: The bidder shall quote the percentage profit over the extent Minimum Wages (in INR).

Validity of Price Bid: The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part – I (Technical & Commercial aspects) of the Bid.

11. SCOPE OF THE WORK:

The work comprises of supply of 5 (five) numbers of Un-Skilled, 1 (one) numbers of Semi-Skilled labourer for works at Hydraulic Study Field Organization(HSFO), Berhampore under Hydraulic Study Department of Syama Prasad Mookerjee Port, Kolkata for a period of 3 (three) years and working hours would normally be from 9:30 A.M. to 6:00 P.M [Includes 30minutes of Lunch Break] during the working days. However the reporting time and place of the five(5) Un-Skilled and One(1) Semi-Skilled labourer may be altered at the complete discretion of Station in-Charge of HSFO, Berhampore during the contract as per actual requirement basis. The operations will be performed under the guidance/ instruction of the station in-charge of the HSFO, Berhampore. The quality of the service rendered shall have to the satisfaction of the supervising officials. Contractor has to replace the labourer if his/ her performance is not satisfactory. The health condition of the labourer should be good.

The deployment of labourer categorically furnished below with respective job description:

- A. **Supply of One(1) Semi-Skilled labourer as Cook:** The Cook is required to cook food for the Guest(s)/ On board Launch officials /SMP,K official's visited HSFO office cum Rest House. The preparation of food include(s) Tea, Breakfast, Lunch, Snacks, and Diner etc. The Cook should have good experience and knowledge in preparation of different types of Foods. If the performance of the Cook is un-satisfactory, SMP'K may

ask for replacement.

B. Supply of Five(5) numbers of Un-skilled labourers:

1. **One labourer as ‘Sweeper’ at HSFO, Berhampore:** For Sweeping all the Toilets at HSFO Campus including rest sheds, Jungle cutting, Trimming of Trees, Sweeping the HSFO Campus, Building roof, Reservoir and Over head Tank cleaning etc.
2. **One labourer as ‘Office-Upkeeper’ at HSFO, Berhampore:** Housekeeping, Office up-keepment, Cleaning office furniture’s, Instruments, Cleaning rest shed(s) furniture’s, Crockeries, dusting and cleaning office records, Serving Water to HSFO officials etc.
3. **One labourer as ‘Sweeper’ at Swarupgunj DM Station:** For sweeping the toilets at Swarupgunj DM Station, Office Campus Sweeping/Cleaning, Housekeeping etc.
4. **One labourer as ‘Mali’ at HSFO, Berhampore:** Gardening at the Garden of HSFO campus throughout the year by planting different type of seasonal flower, which includes garden bed preparedness, sapling planting, watering, fertilizer application, manuring, insecticide & pesticide spreading and all other allied works etc. The person should have knowledge of gardening.
5. **One labourer as ‘Attendant’ at HSFO, Berhampore:** The attendant require to attend Guest/SMP K officials, Serving Food, Cleaning Utensil/Table/Beds , Proper arrangement of Rest House Materials or any other work as assigned to the labourer by the HSFO, Berhampore officials.

The Cook accompanying Attendant require to carry out other related works like purchase of raw materials for cooking, washing of utensils, serving food etc. In case of Rest House occupancy the duty hours of 08:30(Including 30 minutes of Break) of the Cook and Attendant may be spread over the hole day. Any labourer may be booked by the HSFO officials on Saturday & Sunday for Rest House occupancy/Exigency of Work as per actual requirement basis. In that scenario the labourer(s) will be given weekly-off(s) of One/Two Day(s) as per actual deployment on Saturday/Sunday during the month/coming month and that to be done by complete discretion of Station-in Charge of HSFO, Berhampore.

Total Number of Operations: 3960 Un-Skilled Operations and 792 Semi-Skilled Operation during the contractual period of forthcoming three(3) years from the date of award of the contract.

12. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location well before the pre- bid meeting. Bidder should contact the Supervising officer / Officer-in-Charge, Hydraulic Study Field Organization, Berhampore for collecting information about the site before the pre-bid meeting. No excuse will be entertained afterwards on the above ground.

12 (a).WORK SITE:

- 1) Hydraulic Study Field Organization, Address: 3, Netaji Subhas Road, Berhampore, Murshidabad-742101(W.B).
- 2) Swarupgunj Discharge Measurement Station, Swarupgunj, Address: Swarupgunj, Nadia- 741315(W.B).

Tenderer must visit the work site and its surrounding before submission of the tender, so that due consideration is given to the local conditions at site. The intending tenderer should contact the Ex.Engineer & Station-in-Charge, Hydraulic Study Field Organization (HSFO) having his office at No.3, Netaji Subhas Road, Berhampore(W.B), PIN-742101 to make the site inspection along with his representative.

13. SITE CONDITIONS & METHOD OF WORK:

The work shall have to be executed as detailed in the scope of work above and BOQ under the Establishment of Hydraulic Study Field Organisation, Berhampore of the office of the Chief Hydraulic Engineer, Syama Prasad Mookerjee Port,Kolkata. The contractor shall take adequate measures so as to execute the work with due regard to the above.

14. ACCESSIBILITY FOR CHECKING AND SUPERVISION:

The engaged Contractor has to provide necessary arrangement for free access to the SMP, Kolkata's officers and personnel for supervision and checking of the subject works at his own cost.

15. PRE-BID MEETING:

An off-line pre-bid meeting will be held on 23/05/2023 from 15-00 hours to 16-00 hours at the chamber of Station in Charge Hydraulic Study Field Organization, Berhampore,3, Netaji Subhas Road, Berhampore -742101 to clarify issues and to answer questions on any matter that may be raised at that stage to the prospective bidders or their official representatives. The tender document can be modified by issuance of addendum(s) and responsibility of downloading such addendum(s) from website of SMP, Kolkata and e-Nivida Portal <https://kopt.enivida.in/> fully lies with the bidders. Minutes of the pre-bid meeting will be a part of the tender document and it will be strictly binding for the bidders. Any queries received after pre-bid meeting will not be accepted in any manner whatsoever. Deadline for submission of tenders may be extended if necessary to afford prospective bidders time to take clarifications into account in their tenders.

16. SUFFICIENCY OF TENDER:

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

17. Responsibility of the Contractor for methodology of works:

- i. The Contractor shall be solely responsible for the methodology and detailed working for the whole of the works, keeping in mind the site conditions and shall supply to the Engineer such particulars thereof as he may require from time to time.

- ii. The Contractor shall submit within the time stipulated by the Engineer in writing, the details of actual methods that would be adopted by the Contractor for the execution individual item of the works supported by necessary details.

18. DISCREPANCIES IN CONTRACT DOCUMENTS:

The several documents forming the contract shall be taken as mutually explanatory of one another and in case of discrepancies; the Specifications and Bill of Quantities shall prevail over signed drawings (if any). Technical Specifications and other particulars shall prevail over Standard Specifications and Special Conditions of Contract shall prevail over the General Conditions of Contract. The SMPK's Engineer's decision on this matter however, shall be final and binding and the Tenderers' attention is drawn to Clause 4.3 of the General Conditions of Contract (available at the website of SMP, Kolkata) in this respect.

19. AVAILABILITY OF THE TENDER DOCUMENT:

Tender document can be downloaded from the SMP, Kolkata's Website: <https://smpportkolkata.shipping.gov.in/> or from e-Nivida Portal <https://kopt.enivida.in/>

20. TIME OF COMPLETION OF THE WORK:

The work is urgent in nature and must be commenced immediately on receipt of the Work Order (Letter of Award) and to be completed in all respects within the stipulated time. However, after successful completion of the initial three (3) years the Work may be extended with the same rate, terms & condition of the original work.

21. BID OPENING, EVALUATION AND COMPARISON OF BIDS:

- a) SMP, Kolkata reserves the right to accept Price Part of the offer (Part-II) of only such bidders whose technical and commercial aspects of the proposals (Part-I) are acceptable and complete. Syama Prasad Mookerjee Port, Kolkata's decision in this regard shall be final and binding on the bidders.
- b) Part-I: Technical and Commercial Aspects: One representative of each bidder will be allowed to be present during the opening of the bids provided such representative possesses a written authorization from the bidder.
- c) The Price Part received and accepted will be evaluated by method indicated in the Format of Price Bid and as per relevant clause of Price Quote by Bidder.

22. PRICE BID:

Price Quote by Bidder: The rates to be quoted by the bidders will have to be entered separately as per Proforma of BOQ in .xls format in the allotted slot for the e-tender in prescribed portal of e-nivida Portal <https://kopt.enivida.in/> .

The bidder is required to quote fixed profit percentage over extant minimum wages for 'per operation' basis (for one labour per day) for five (5) Un-Skilled, one (1) Semi-Skilled Labourer separately in the BOQ (*.xls format, which is uploaded by SMP, Kolkata) in Sl. No. 1 of BOQ provided with the e-Tender considering compliance of relevant labour laws. The rate quoted as

fixed Profit Percentage shall be inclusive of all taxes, levies, statutory payments [EPF, ESI and Bonus (if applicable as per Payment of Bonus Act with its all up-to-date amendments)] except GST. GST will be paid extra as applicable on extant rate on submission of documentary evidences.

The contractor has to pay the labourers Minimum Wages + EPF Contribution + ESI Contribution + Bonus (if applicable, payable as per Payment of Bonus Act with its all up-to-date amendments) + all statutory charges as applicable under the law, to all the labourers for this tender. The minimum wages and other statutory payments will be based on the rates issued by competent authority from time to time. The minimum wages as decided by Central or State Government will be adopted, whichever is higher. The profit percentage of the contractor will however remain fixed during the contractual period which will be quoted by the contractor.

No other escalation in any account is admissible during the tenure of the contract. Syama Prasad Mookerjee Port, Kolkata being the Principal Employer is not at all liable to pay bonus to the labourers to be engaged by the contractor. As per the 'Payment of Bonus Act' with its up-to-date amendments, the applicable bonus for the subject work will have to be paid by the Contractor to its labourers from his own profit margin. Accordingly, the contractor should quote his profit percentage (over prevailing Minimum Wages) in the BOQ of the instant tender very judiciously.

The existing rates of ESI and EPF contribution will be considered as base rate for calculation of future escalation of that rate, if any. Bonus (if applicable, prior to or during the contract period, payable as per Payment of Bonus [Amendment] Act, 2015 and with its all up to date amendments) will be paid by contractor and will not be reimbursed by SMP, Kolkata. No other cost (On account of Gratuity, Staff Uniform Allowances, Leave wages, Holiday Wages, Food Bill etc.) will be reimbursed by SMP, Kolkata.

23. PAYMENT TO BE MADE TO THE CONTRACTOR BY SMP, KOLKATA:

SMP, Kolkata will make payment to the contractor on the following accounts:

1. Cost of Minimum Wages, for hiring five (5) Un-Skilled, One (1) Semi-skilled labourers.
2. Cost of quoted fixed Profit Percentage Amount over prevailing minimum wages for hiring of Five Un-Skilled and One Semi-skilled labourers.

No other payment will be made in any account except above mentioned points. GST will be paid extra on all the above-mentioned account at the extant rate.

An exemplary demonstration is given below for reference of the contractor:

If the Minimum Wages changes from present rate of Rs. 100/- (say) per operation to a future rate of Rs. 120/- (say) per operation and if the contractor's quoted profit percentage is 15% (say), then SMP, Kolkata would pay presently Rs. $100 \times 1.15 = \text{Rs. } 115/-$ multiplied by the total no. of operations plus GST. SMP, Kolkata would pay in future Rs. $120 \times 1.15 = \text{Rs. } 138$ multiplied by the total no. of operations plus GST. The quote in the column "Percentage of profit over Minimum Wages only" under BOQ should comply the relevant labour laws which will inter-alia include EPF, ESI, Bonus (if applicable) etc.

24. GST:

GST would be considered extra as per the extant rate. Any modification (GST) in taxes or duties, during the tenure of the contract, by the Govt. of India, shall be applicable. Any recovery due on account of subsequent modification in taxes & duties shall be assessed by SMP, Kolkata, without any reference to the contractor and shall be made by SMP, Kolkata from the amount payable under the contract.

25. TAX CLAUSE

For Tax inclusive contracts

- Prices or fees quoted in the offer by the bidder shall be inclusive of GST and /or other statutory levies, taxes, cess imposed by Competent Authorities unless otherwise provided.

For Tax exclusive contracts

- The prices quoted above shall be exclusive of any statutory levies and/or other charges levied by any Central / State / Local authorities which shall be paid extra at applicable rates at the time of supply of goods /services.

Change in law clause

- Any new statutory levies, taxes, duties, cess etc. imposed by the Central /State/Local authorities by way of fresh notification subsequent to the issue of Work Order/ Purchase Order, but within the stipulated delivery period, shall be paid extra.
- Any additional cost or benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such “Change in Law”.

General Terms & Conditions

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier / Service Provider agrees to comply with all applicable GST laws including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. 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 Supplier / Service Provider and details available with SMP, Kolkata, then payment to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SMP, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's 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.
- 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 supplier / service provider. Any loss of input tax credit to SMP, Kolkata for the fault of supplier shall be recovered by SMP, Kolkata by way of adjustment in the consideration payable.

- Supplementary invoices/ Debit Note / Credit Note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by you for as particular year before September of the succeeding Financial Year.
- The Purchase Order / Work Order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

26. PRICE BID EVALUATION:

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-nivida Portal <https://kopt.enivida.in/> mode only will be taken up for the purpose of evaluation. The details of profit percentage offered have to be entered separately in a spread sheet file (*.xls format for Price bid) in the space allotted [Sl. No. 1 of the 'BOQ'] and should be uploaded in attached BOQ template file for the tender as the financial bid. If the BOQ file is found modified by the bidder, then his bid will be rejected.

Bids will be evaluated on the basis of pre-qualification criteria and subsequently by the profit percentage amount quoted by the bidders under BOQ of Price Bid. During the course of examination of Techno-Commercial bids, the bidders, if asked for, shall produce the original documents or any additional documents, if asked for, to satisfy the Authorities. Only Successful techno-commercially qualified bidder's financial bids will be evaluated. During Techno-Commercial Evaluation, i.e. evaluation of tender, an offer shall be considered non-responsive in case:-

- (i) It is not accompanied by requisite cost of tender document fees.
- (ii) It is not accompanied by Earnest Money Deposit (EMD)/MSME or NSIC certificate for exemption.
- (iii) The validity of the offer is less than tender stipulation.
- (iv) It does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.

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 of unsatisfactory performance during the last seven 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. The decision of Syama Prasad Mookerjee Port, Kolkata in this regard shall be final and binding on the bidder.
- c. If the percentage of profit (over prevailing Minimum Wages) as required to be filled in the BOQ in *.xls Format by the bidder is less than or equal to the summation of prevailing

percentages of contributions towards EPF (EE, EDLI etc.), ESI, Bonus (if applicable) his offer will be treated as non-responsive without any further consideration.

- d. In order to provide level playing field, the following methodology will be adopted for evaluation of Tender:
 - (i) Profit margin of bidder (for whom Bonus is applicable) = Quoted % of profit MINUS 8.33%
 - (ii) Profit margin of bidder (for whom Bonus is not applicable) = Quoted % of profit
 - (iii) Only Successful techno-commercially qualified bidder's financial bids will be evaluated. The overall lowest financial bid of the bidder as per BOQ will be awarded the contract subject to fulfillment of all other terms and conditions. If a bidder quotes 0% (zero percent) or unworkable profit margin in the prescribed column of BOQ in *.xls format, his offer will be treated as non-responsive without any further consideration.
 - (iv) In Case of Tie bid Memorandum of Govt of West Bengal Vide No. 2320-F(Y) dt. 07/06/2022 will be adopted.

27. CLARIFICATION OF BIDS:

To assist in the examination and comparison of Tenders, the SMP, Kolkata may, at its discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates to evaluate price bids of all the participating bidders on a common platform. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted. No Tenderer shall contact the SMPK personnel on any matter relating to his Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the SMPK, he should do so in writing. Any effort by the Tenderer to influence the SMPK's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender. Verification of original documents of L1 bidder who has been found acceptable techno- commercially shall be done by Syama Prasad Mookerjee Port, Kolkata before recommending the offer for acceptance.

28. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees (Annexure- D) from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions of any law, rules or regulations having the force of law with up-to-date amendments (during the contractual period and its extension period, if any), including but not limited to:-

- a) The Minimum Wages Act, 1948.
- b) The Dock Workers (Regulation Of Employment) Act, 1948
- c) The Building And Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996
- d) The Dock Workers' Safety, Health & Welfare Act, 1986
- e) The Payment of Wages Act, 1936.
- f) The Workmen's Compensation Act, 1923.
- g) The Employees Provident Fund Act, 1952.
- h) The Contract Labour (Regulation and Abolition) Act, 1970; Rules 1971.
- i) The Equal Remuneration Act, 1976
- j) The Employees State Insurance Act, 1948 & Employees State Insurance

- (Amendment) Act, 1989
- k) Child Labour (Prohibition and Regulation) Act, 1986.
 - l) The Maternity Benefits Act, 1961
 - m) Interstate Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979.
 - n) Motor Vehicle Act, latest revision.
 - o) Payment of Bonus Act, 1965.
 - p) Payment of Gratuity Act, 1972.

29. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:

Agreement

The successful contractor shall enter into a formal agreement with SMPK as per FORM OF AGREEMENT [Annexure- C] as in General Conditions of Contract (GCC) of SMP, Kolkata] in a non-judicial stamp paper of appropriate value, within 15 (fifteen) days from receiving of the Work Order & shall commence work within one month from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder. If the selected bidder withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and the bidder will be banned for three years.

30. EXTENSION OF CONTRACT:

The contract for the subject work is valid for Three (3) Years from the date of commencement of work by the successful tenderer. The tenure of the contract may be extended further after satisfactory completion of Initial Three (3) Years of Contract as per the same rate, terms and conditions of this instant Tender.

31. INCOME TAX:

Tax will be deducted at source from the bills, at the appropriate rate, as per relevant provision of Income Tax Act, 1961.

32. LD CLAUSE:

As per GCC of Syama Prasad Mookerjee Port, Kolkata [available in <https://smportkolkata.shipping.gov.in/>].

33. RESOLUTION OF DISPUTES:

In the event of any dispute, question of difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, Syama Prasad Mookerjee Port, Kolkata, shall be final. If, however, the firm is dissatisfied with the decision of the Chairman, SMP, Kolkata, the firm may, within 15 days after receiving notice of such decision, intimate the Chairman about their desire to get the matter referred to an Arbitrator.

The Arbitrator may be nominated from the panel of Arbitrators (as maintained by Syama Prasad Mookerjee Port, Kolkata) within 30 days from the date of receipt of such communication from the contractor and that reference shall be deemed to be a submission to the Arbitrator within the meaning of Arbitration & Conciliation Act, 1996 or any amendment thereof. The decision of the Arbitrator shall, however, be final and binding on both Syama Prasad Mookerjee Port, Kolkata and the firm. The cost incurred for referring the matter to arbitrator will be shared by both the parties equally.

34. APPLICABLE LAW:

The contract shall be governed by and interpreted in accordance with the laws of the land. The contract will be under the jurisdiction of the High Court at Kolkata.

35. MODE OF MEASUREMENT OF WORK:

The following format of the Job Cards would be used for recording measurement of successful completion of each 'operation' on a daily basis by the respective supervising departmental officer.

MONTH & YEAR :						
(Name of Vendor/Contractor)						
Name of Job: 'Hiring of Services for Supply/Engagement of Five(5) nos. of Unskilled labourer and One(1) no Semi-Skilled Labourer on 'per-operation' basis at Hydraulic Study Field Organization, Berhampore establishment under Hydraulic Study Department of Syama Prasad Mookerjee Port, Kolkata for a period of three(3) years for Upkeepment of office premises, Sweeping, Cleaning, Jungle Cutting, Rest Shed Operation, Gardening etc.						
Work Order No. & Date:						
Operator Name:						
Category of Operator:						
Operation Date	Day	Time		Signature of operator	Signature of Departmental Officials	Remarks
		In	Out			

The Job cards will be returned to the contractor after successful completion of each calendar month of measurements with necessary certifications.

36. MODE OF BILLING AND PAYMENT:

The monthly bills of the contractor in triplicate must be accompanied by documentary proof of payment of remuneration / wages to its labourers [Five (5) un-skilled, One (1) semi-skilled labourers] before 7th day of every month by RTGS/ECS directly in the Bank Accounts of the said deployed labourers which shall be raised for payment of the settled amount. Along with the said monthly bills following documents (signed and stamped) to be submitted to the office of Chief Hydraulic Engineer, Hydraulic Study Department, Syama Prasad Mookerjee Port, Kolkata (i) the copy of documents / challans issued by the competent authorities showing contractor's contribution deposited during previous months on account of EPF(EE, EDLI etc.) and ESI @ prescribed percentages of Basic plus DA and other allowances as applicable etc. (ii) The number of labourers deployed by him (List by name) for the month (iii) bonus (if applicable during contractual period), (iv)

Payment Receipts from the labourers stating their receipt of payment as per Minimum Wages Act, Govt. of India and related bank statements containing the authorized signatory of the Bank official(s) with their signatures and office seals (wherever applicable) clearly showing receipt of such payments by the labourers (v) copies of monthly attendance sheets of Five(5) Un-Skilled and One(1) Semi-Skilled Labourers duly signed by authorized officer of SMP, Kolkata (vi) Online payment particulars of contractor as per statutory ECS/NEFT/RTGS for payment and no other request for any other form of payment will be entertained. (vii) Copy of Work Order (viii) PAN/TAN (ix) GST Invoice.

37. SPECIAL CONDITIONS OF CONTRACT:-

- (i) The intending bidders should inspect the site of work in consultation with the Supervising Officer or Station-in-Charge, Hydraulic Study Field Organization, Berhampore well in advance of scheduled Pre- Bid meeting and acquaint themselves with the nature of work before participation in the pre-bid meeting. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.
- (ii) All instruments and accessories will be provided to the Un-Skilled & Semi-Skilled labourers for the work which shall be duly accounted for.
- (iii) The Firm / Contractor shall have to guard all instruments, equipment and accessories provided by Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) at site by his own men at his own risk during working hours.
- (iv) The contractor shall employ all necessary manpower to render proper service as per 'scope of work'. All cost arising out of such employment shall have to be borne by the contractor in full. The contractor shall be responsible for all the liabilities regarding payment, termination, leave, statutory contribution etc. for his staff without any obligation/ involvement / liability on the part of SMP, Kolkata. Contractor's workers shall be covered with appropriate Accident Insurance.
- (v) The Contractor will abide by the Job Safety measures, comply with the Statutory Rules and Regulations and will indemnify SMP, Kolkata from the demands and / or responsibilities arising out of accidents or loss of life, the cause of which is the Contractor's negligence. In such cases, the Contractor will not hold SMP, Kolkata responsible or obligated.
- (vi) Contractors / Bidders should comply with the provisions of Minimum Wages Act (State or Central, whichever is higher) as per Statute. If any fresh statutory obligation or rate of statute is revised the same is to be abided by the Contractor.
- (vii) The Contractor shall alone be responsible for payment of wages and all other statutory payments / legal dues payable to its employees, who will be deployed under this contract.
- (viii) The Contractor shall be responsible for compliance and coverage of its employees under relevant statutory rules and acts as applicable viz., ESI, EPF, Central or State Government Minimum Wages whichever is higher, Payment of Bonus Act etc. and will hold themselves responsible for any misdemeanors. The Contractor shall maintain

proper Books of Account, Records and Documents and shall produce to SMP, Kolkata Authority as and when required. 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. The contractor shall pay not less than prevailing wages, as fixed by Central Government or State Government (whichever is higher) from time to time during the tenure of the contract, to the workers engaged by them. Minimum wages shall mean the rate(s) notified by Central Government/State Government (whichever is higher) from time to time. The contractor shall maintain necessary records and registers like wage book and wage slip etc. register of unpaid wages and register of fines and deductions giving the relevant particulars as required under various statutory provisions.

- (ix) Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Chief Hydraulic Engineer shall have the power to correct the same and his decision shall be final and binding on the contractor.
- (x) Syama Prasad Mookerjee Port, Kolkata may in their absolute discretion terminate this contract, and expel the contractor from the contract wherefrom, after giving seven days' notice in writing due to either of the following events without being liable for any compensation to the contractor. In all cases the opinion of the Chief Hydraulic Engineer shall be final and conclusive (a) If the contractor suddenly abandons the contract, (b) If the contractor is not executing the work in accordance with the contract or (c) is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (xi) In all disputes, claims, demands or questions etc. arising out of or connected with the interpretation of the contract including the meaning of specifications or as to the quality workmanship of handling the components / spares or breach of the contract, the decision of the Chief Hydraulic Engineer shall be final and binding on all parties to the contract and shall forthwith be given effect to by the contractor.
- (xii) The Tenderer shall carefully examine the whole tender document and shall visit and inspect the site on his own, obtain all information, which may be necessary for the purpose of the tender/offer. The Tenderer is advised to acquaint himself with the job involved at the site, laws and bye-laws enforced by the Govt. and other statutory bodies. No excuse of ignorance as to site condition and local information will be accepted. All Costs / charges / expenses that may be incurred by the Tenderer in connection with the preparation of his tender shall be borne by the Tenderer and SMP, Kolkata accepts no liability in this regard.
- (xiii) The Contractor shall take adequate insurance cover for persons to be deployed for execution of this contract. The Contractor shall at his own expenses pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, Kolkata for loss or damage accrued to any property or rights of SMP, Kolkata whatever, including SMP's agents/ servants/ employees, or any third party arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata (or agents/servants/employees of SMP, Kolkata) or which would be so enforceable against SMP where SMP 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.

- (xiv) Successful Tenderer shall be in all cases responsible for the execution of the work in accordance with the General Conditions of Contract, Special Conditions of the Contract, Specifications, Drawings if any, and the Bill of Quantities which the tenderer shall be deemed to have examined.
- (xv) The Contractor will not disclose information; Confidential or otherwise relating to SMP, Kolkata it might have or get access to and which may affect the reputation of the Organization, any time to other parties.
- (xvi) All the labourer(s) employed by the contractor shall be engaged by them as their own employees / workmen in all respects implied or expressed. The bidder shall comply with all the requirements of labour laws, obtain all licenses/approvals/permissions to carry on the subject business.
- (xvii) The contractor must not have been at any time declared as insolvent or convicted for any offence by any Authority.
- (xviii) The contractor shall not assign, transfer, pledge or sub-contract the performance of service.
- (xix) The contractor will have to furnish to the Chief Hydraulic Engineer, SMP, Kolkata full particulars of the personnel deployed, including details like father's name, age, photograph, permanent address, telephone/ mobile number etc.
- (xx) The contractor shall be solely responsible for the redressal of grievances / resolution of dispute related to personnel deployed and SMP, Kolkata shall in no way be responsible for settlement of such issues whatsoever.
- (xxi) The personnel provided by the contractor shall be under direct control and supervision of the contractor / agency. However, they shall comply with the oral / written instructions given on day to day basis by the officer(s)/ official(s) authorized by SMP, Kolkata. They will be bound by the office timings and duty etc. as decided by SMP, Kolkata.
- (xxii) The contractor shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the SMP, Kolkata to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- (xxiii) Any loss, theft or damage to the life and/or property of the employees of the and/or property of Syama Prasad Mookerjee Port, Kolkata shall be compensated by the bidder if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the bidder.
- (xxiv) Any bribe, commission, gift, indulgence in corruption or advantage given, promised offered by or on behalf of the contractors or any one of more of their partners/ Directors agents or servants or anyone else on their behalf to any officer, employee, representative or agent of the Corporation or any person on his or their behalf for showing or bearing, favour or dis-favour to any person in relation to the contract, shall subject the contractor to the cancellation of the contract or any other contract with the

Corporation and also to payment of any loss or damage resulting from such cancellation.

- (xxv) The contractor will also ensure that the personnel deployed are not below the age of 18(eighteen) years and are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- (xxvi) The contractor's persons shall not claim any benefit/ compensation/absorption /regularization of service from/in Department in any manner whatsoever. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.
- (xxvii) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical knowhow, security arrangements, administrative/ organization matters as all are confidential/ secret in nature.
- (xxviii) The contractor's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (xxix) The contractor shall ensure proper conduct of these persons in office / work premises and enforce prohibition of consumption of alcoholic drinks, smoking, loitering inside the office premises.
- (xxx) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the contractor and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- (xxxi) No wage/ remuneration will be paid to any staff for the days of absence from duty.
- (xxxii) The contractor shall be contactable at all times and message sent by phone/ e-mail/ Fax/ Special Messenger from this Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfillment of the contract from time to time.
- (xxxiii) This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- (xxxiv) This Department will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the staff at the approved rates.
- (xxxv) The contractor or his employees shall not use the premises allotted to him for any purpose other than for carrying out the work allotted as per the contract and shall not act in any manner as to cause any nuisance or annoyance to SMP, Kolkata or the participants /visitors at the port.
- (xxxvi) The contractor shall have to arrange at his own cost for all necessary insurance coverage for men and materials to be used this contract.
- (xxxvii) The firm/ contractor shall at all times, during the continuance of agreement, obey and observe all direction and instruction given by the Engineer or his authorized officials.

- (xxxviii) The contract may be terminated at one month's notice by SMP, Kolkata if any one of the stipulated conditions agreed upon by the selected bidder is not met to the satisfaction of SMP, Kolkata.
- (xxxix) The staff provided by the contractor to SMP, Kolkata are in case found to be indulging in any undesirable or unfair activities in the premises of SMP, Kolkata, the contractor will solely be responsible for all the consequences apart from the liberty of SMP, Kolkata office to lodge complaints before appropriate authorities.

38. CLIENT SUPPORT:

The Station-in-Charge of Hydraulic Study Field Organisation, Berhampore or any other officer as may be nominated by the Chief Hydraulic Engineer of Syama Prasad Mookerjee Port, Kolkata will be the Nodal Officer. He will provide necessary instruction, information and support to the Contractor for his assignment.

39. SAFETY:

The contractor shall take adequate safety precautions for prevention of accidents at site. The contractor shall ensure that his employees observe the statutory safety rules and regulations.

40. PROTECTION OF EXISTING SERVICE:

The contractor must pay full attention to the fact that the existing service facilities for SMP, Kolkata are not disturbed at any time due to storing of materials etc. and take every precaution. The contractor shall be held liable for all damage and inference to the existing service/structures caused by him in execution of works. Should any damage be done to the existing service/structures in general, the contractor shall make good the same and any further work consider necessary by the Engineer's representative without any delay otherwise the cost of such repairing shall be recovered from his running account bill for which Engineer's decision shall be final & binding.

41. SAFETY MEASURES:

The contractor shall adhere to safe construction practice, guard against hazardous and unsafe working conditions and follow all safety precautions for prevention of injury or accidents and safeguarding life and property. The contractor shall comply with relevant provisions of Dock Workers (Safety, Health and Welfare) Act – 1986 and Dock Workers (Safety, Health and Welfare) Regulation – 1990.

The contractor shall further comply with any instruction issued by the Engineer, Trustees' Safety Officer, Safety Inspector in regards to safety which may relate to temporary, enabling or permanent works, working of tools, plants, machineries, equipment, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and lifesaving equipment to be available in proper condition. The contractor shall provide PPE's (Personal Protective Equipment) such as, life jackets, helmet, safety shoe etc. to all workers and shall also provide job specific PPE's e.g. safety belts for working at heights; protective face and eye shield, goggles, hand gloves for welding / gas cutting works; protective foot wear and gloves for hot works; facemasks, gloves, sanitizer and overalls for painting works, mixing and handling materials etc., as directed by the Engineer. All

safety rules shall be strictly followed while working on live electrical systems or installations as stipulated in the relevant safety codes. Use of hoisting machines and tackles including their attachments, tools, machineries and equipment shall comply with the relevant safety codes.

The successful bidder shall also ensure that –

- No damage is caused to plants and vegetation unless the same is required for execution of the project properly.
- The work shall not pollute any source of water /land/ air surrounding the work site so as to affect adversely the quality or appearance thereof or cause injury or death to animal and plant life.
- His office and labour hutment etc. shall be maintained in a clean and hygienic condition throughout the period of their use and different effluents of the labour hutment shall have to be disposed off suitably.

42. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus, rubbish and offensive materials, all of which shall be disposed off in a manner to be approved by the Engineer's representative. The contractor has to make necessary arrangement to clear the rubbishes etc. from the buildings, at the end of day's work at his own cost & risk.

43. COMPLIANCE OF RELEVANT ACTS, ORDINANCES ETC.

- 1) The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees' Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, 1970, Payment of Bonus Act 1965 or any other Act, with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made there under from time to time to the extent they are applicable to their establishment/workmen, will be solely that of the contractor.
- 2) It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, Bye-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for any delay, damage, etc. and shall keep SMP, Kolkata indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, Bye-laws, procedures etc.
- 3) The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

44. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TOWORKMEN:

The Contractor will at their 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 Agents or

servants or employees of SMP, Kolkata, the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor will indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata or any Agents, servant or employees of SMP, Kolkata or which would be so enforceable against SMP, Kolkata 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.

45. FORCE MAJEURE:

In the event of the contractor / SMP, Kolkata being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs. from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate every after 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of "Force Majeure".

46. ASSIGNMENT OF CONTRACT:

The contractor shall not assign the contract or any part thereof to anyone else.

47. TERMINATION OF CONTRACT:

- 1) 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 to supply requisite no. of personnel for the scheduled jobs in more than two consecutive occasions at any point of time or if the quality of services provided by the personnel is not satisfactory.
 - b) Breach of any terms and conditions of contract including payment of monthly minimum wages to the personnel deployed within 7th day of every month.
 - c) Any unlawful act of the contract on any third party of behalf of the contractor entailing any damage / loss to the property / material of the Trustees or any inconvenience to the Trustee.
 - d) After usual expiry of the contract period, the contract automatically stands cancelled.
 - e) Failure to provide necessary information regarding payment of statutory dues in relation to the employee to the statutory authorities and statement of reconciliation as and when asked for.
 - f) Assigning the contract or any part of the contract to any Sub-contractor / Agency. In other words, engagement of the sub-contractor for this particular contract is not authorized without the consent of SMP, Kolkata in writing.
- 2) For such cancellation / deviation SMP, Kolkata will under no circumstances, be obliged for any financial repercussion and SMP, Kolkata's decision to this effect shall be final.

48. PENALTY:

- 1) If after the contract has been awarded, the contractor during the period of contract fails to comply with the following then penalty will be imposed for non-compliance of the terms of contract as under the clauses and sub-clauses of penalty in GCC.

- 2) If any of the staff of the contractor misbehaves with party/ staffs of SMP, Kolkata etc., not found in his place of work during duty hours, does not carry out/ refuses the designated work or cause unreasonable delays in carrying out the work and/or replace the same in time, the contractor will pay a penalty of Rs. 500/- for each such fault committed & also replace the staff/ materials to carry out such work. In such matter the decision of the Chief Hydraulic Engineer or his designated officer shall be final and binding on the contractor.
- 3) The penalty will be realized from any dues of the contractor or the contractor will have to pay the same to SMPK.

49. ARBITRATION:

Disputes, if any, arising out of this agreement, will be settled by arbitration and the decision of the Arbitrator shall be final and binding on both parties.

50. JURISDICTION:

The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

51. WITHDRAWAL OF TENDER:

In case the tenderer withdraws his tender before the expiry of the specified validity period of the tender, and / or fails to honour the tender, the security deposit held shall be liable to forfeiture as the case may be.

Form - A

1. Name of the Contractor/Company:
2. Address of the Registered Office of the Contractor/Company:
3. Name and Designation of the Authorised signatory:
4. Office phone number of the Authorised Signatory:
5. Office fax number of the Authorised signatory:
6. E-mail of the Authorised signatory:
7. PAN Card Number of the Contractor (please attach photocopy of the both sides of the PAN Card):
8. Goods and Service Tax Registration Number (please attach GST Registration certificate).
9. Particular of work experience (one instance only- please attach photocopy):
 - a) Name and address of Client:
 - b) Name of work:
 - c) Value of work:
 - d) Time of commencement and completion of the job:
10. Total Number of Un-skilled/Semi-skilled/Skilled/Highly- skilled employees in the firm as on date:

Authorized Signatory
(Company Seal)

ANNEXURE-A

NIT NO. : Hyd/12003.XXII/186

Dated. 15.05.2023

FORM OF TENDER

(Note: All blank spaces to be filled in by the Bidder and upload along with tender)

**The Chief Hydraulic Engineer, Hydraulic Study Department,
Syama Prasad Mookerjee Port, Kolkata, 20, Garden Reach Road, Kolkata-700043**

Dear Sir,

We, M/shaving fully read and understood the entire tender document, GCC (available in the website of Syama Prasad Mookerjee Port, Kolkata) and Addenda, Corrigendum, if any, downloaded from the instant e-tender and no other sources, and will comply to the said document, GCC, Addenda, Corrigendum etc. unconditionally and unequivocally.

We have submitted quotation “under one cover bid” comprising two parts i.e. i) Techno-Commercial Bid and ii) Price Bid. We hereby agree that the said specification, conditions of tender and General Conditions of Contract together with the acceptance thereof in writing by or on behalf of the Trustees, shall constitute the contract.

We have annexed Original Demand Draft / Pay Order / Bankers Cheque No.

.....dt.....of..... Bank for Rs.....

We also agree to abide by this tender for a period of 180 days from the opening of Techno-Commercial Part (Part-I) and in default of our so doing, action will be taken against us at the option of the competent authority.

Should Syama Prasad Mookerjee Port, Kolkata ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which SMP, Kolkata may cancel our tender

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for such decision.

Yours faithfully,

Signature.....

Dated.....

Full Address.....

(Seal)

Email:

Mobile No.:

PROFORMA OF BANK GUARANTEE

(PERFORMANCE BOND)

(AVAILABLE IN GCC)

(In lieu of Cash Security Deposit)

*To be issued by the Kolkata Branch, as the case may be, of any scheduled Bank of India
on Non-judicial Stamp Paper worth Rs.50/-
or as decided by the Engineer/Legal Adviser of the Trustees*

To

The Board of Trustees for the

Syama Prasad Mookerjee Port,

Kolkata.

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt..... a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(herein after referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' progressive bills under the terms and conditions of a contract made between the Trustees and the Contractor

for..... (Write the name of the work as per Work Order) in terms of

.....

.....

the Letter of
Intent

No..... dated.....(hereinafter referred to as the 'Contract'), for the due fulfillment by the contractor of all the terms and conditions contained in the said contract, on submission of A Bank Guarantee for (Rs), we.....Bank.....Branch,

do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees).We,

.....

.....Bank.....Branch,
further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ,.....

BankBranch shall 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 "Syama Prasad Mookerjee Port, Kolkata" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us(Name of Bank)..
Branch to decline to honour the Bank Guarantee in the manner

aforesaid. The very fact that We.....Bank..... Branch decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank..... Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....

BankBranch, 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 contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground forus.....Bank..... Branch to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We Bank..... Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/ or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of.....days of..... 2026 and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We..... Bank Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including

fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we.....Bank Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us.....Bank Branch.

5. We,.....Bank..... Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH (OFFICIAL SEAL OF THEBANK)

FORMAT OF
AGREEMENT(AVAILABLE IN GCC)
(On Rs. 100/- STAMP PAPER)

This agreement made on the day of 2023 between the Board of Major Port Authority for the Syama Prasad Mookerjee Port, Kolkata, a Body Corporate constituted under the Major Port Authorities Act, 2021 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road, Kolkata – 700001, herein after called “SMPK Board Members” (which expression shall unless excluded by or repugnant to the context, be deemed to include his successor/s in office) of the one part and M/s

.....having its registered office at hereinafter called the “CONTRACTOR” (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representative, successors in office and permitted assigns) of the other part.

WHEREAS THE SMPK BOARD MEMBERS are desirous that certain works should be executed viz. NIT No. Hyd/12003.XXII/186 Dt. 15.05.2023 and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works.

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows:-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to then in General Conditions of Contract, herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:-
 - A. The said Tender/Offer & the acceptance of Tender/Offer.
 - B. The General Conditions of Contract.
 - C. Special Conditions of Contract.
 - D. The Conditions of Tender.
 - E. The Technical Specifications.
 - F. The Schedule of Rates.
 - G. The Terms of Payment.
 - H. The Drawings/Extra.
 - I. The Bill of Quantities/Extra.
 - J. The Work Order No. Hyd/ 12003.XXII/** Dated **.**.2023.
 - K. All correspondences, by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the SMPK Board Members to the Contractor as hereinafter mentioned the contractor hereby covenant with the

SMPK Board Members to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.

4. The SMPK Board Members hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract.

IN WITNESS whereof, the parties hereto have caused their respective Common Seal to be hereunto affixed (or have set their respective hands and seals) the day and year first above written.

The _____ Seal
of _____ was hereunto affixed in
the presence of:

Name: _____ Address: _____

OR

SIGNED SEALED AND DELIVERED

By the said _____ In the presence of:

Name: _____

Address: _____

The Common Seal of the Trustees was hereunto

affixed in the presence of :Name: _____

Address: _____

ANNEXURE-D

(FORMAT OF INDEMNITY BOND)
On the Rupees Fifty Non-Judicial Stamp Paper
INDEMNITY BOND

BY THIS BOND I/We, Shri, son of Sri/Smt
.....residing atby
occupation....., the
Partner/Proprietor/Director of.....having its registered office at
....., are the contractor(s) under Hydraulic Study Department,
Syama Prasad Mookerjee Port, Kolkata (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata asked the every tenderer, to furnish an Indemnity Bond in favour of Hydraulic Study Department of Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the Labourer(s) of Tenderer/Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Contractor named herein above shall indemnify the Syama Prasad Mookerjee Port, Kolkata AGAINST ALL DAMAGES AND ACCIDENTS OCCURRING TO THE Labourer(s) of the Contractor as demanded by the Syama Prasad Mookerjee Port, Kolkata and which shall be legal and / or claimed by the Syama Prasad Mookerjee Port, Kolkata during the execution of the work stated in the NIT No. Hyd/12003.XXII/186 Dated. 15.05.2023 AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I/We,....., the
Partner/Proprietor/Director of.....hereto set and seal this the
..... day ofin the year.....
at.....

Signature of the Indemnifier

Sureties

1. Signature

Name:

Address:

1. Signature Name: Address:

2. Signature Name: Address:

Witness:

1. Signature Name & Address:

CHECK LIST

Bidders are requested to check the Check-List given below while uploading their offer by ☐ mark or reason where not applicable

Sl. No.	Document / Proof	Yes / No	Reference Document Tag/Remarks
1	Annexure- A duly filled in, signed with seal.		
2	Proof of depositing cost for downloading the tender document & EMD/ NSIC or MSME's Certificate those are exempted from Submission of Tender Cost& EMD, signed with seal.		
3	Copy of Trade License / Company Registration, signed with seal.		
4	Copy of labour Registration Certificate of the Agency / Firm/ Individual from the appropriate authority. , if applicable, signed with seal.		
5	Details of similar work carried out by the firm with value of each work supported by authentic documents with Work Order / Agreement, Performance Certificate, etc, signed with seal.		
6	Copy of ESI Registration Certificate from ESI Department, signed with seal.		
7	Copy of EPF Registration Certificate from EPF Department, signed with seal.		
8	Copy of GST Registration Certificate, signed with seal.		
9	Copy of PAN /TAN, signed with seal.		
10	Details of ECS like (i) Name of the Bank with Code No., (ii) Address, (iii) A/C No., (iv) Name of the Branch (IFSC Code) with MICR Code /RTGS as applicable		
11	Copy of document(s) related to Power of Attorney, if applicable, signed with seal.		
12	PRICE BID as per *.xls format		
13	Audited Balance Sheets and Profit & Loss Accounts Statements for FY 2019-20, 2020-21& 2021-22 duly certified by a Chartered Accountant, signed with seal.		
14	Copy of the I-TAX return for the last three (3) years, signed with seal.		
15	Self-declaration / undertaking regarding ban / delisting / debarment in Contractor's Official Letter Head, signed with seal.		
16	Self-declaration regarding not participating with any other firm for the same work.		
17	The copy of documents / challans issued by the competent authorities showing contractor's contribution deposited during previous 12 months on account of EPF and ESI @ prescribed percentages of Basic plus DA and other allowances as applicable etc.		
18	Declaration pertaining to manpower supplied in last one year.		

Date:
Place:

Signature of authorized person
Full Name & Company's Seal