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**

TENDER FOR “Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”.

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Formerly KOLKATA PORT TRUST)**

**श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
(पूर्वकालीन कोलकाता पत्तन न्यास)**

Civil Engineering Department/ सिविल इंजीनियरिंग विभाग

Office of the Superintending Engineer, Rly./ अधीक्षण अभियंता (रेलवे)का कार्यालय

51, C.G.R. Road, Kolkata – 700 043/ 51,सी.जी.आर.रोड,कोलकाता-700 043

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1.0 NOTICE INVITING TENDER

निविदा संख्या / TENDER NO. : Rly/Tender/105/11

दिनांक/Dt.: 15.01.24

E-Tender is invited from **amongst the Enlisted Contractors of SMPK** with required experience as per Prequalification criteria stipulated in Tender Document for **“Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”** as per Bill of Quantities. The Bid Document available at the website <https://kopt.enivida.in> and SMPK’s website www.smporkolkata.shipping.gov.in. Corrigenda or clarifications, if any, shall be hoisted on the above mentioned websites only.

SCHEDULE OF TENDER (SOT)

a) TENDER No.	Rly/Tender/105/11 Dt.15.01.24
b) MODE OF TENDER	e-Procurement System (Online single part Techno-Commercial Bid and Price Bid through https://kopt.enivida.in The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SMP, KOLKATA
c)i) Estimated Cost Of Work	Rs.8,94,879.65 [Rupees eight lakh ninety four thousand eight hundred seventy nine and paise sixty five only]
ii) EMD (Earnest Money Deposit)/Bid Security	Rs.17,900.00 [Rupees seventeen thousand nine hundred only]
iii) Tender Document fee (non-refundable)	The intending bidders should submit the tender cost of Rs. 590/- (Rupees five hundred ninety only) (non-refundable) including GST @ 18% to SMP, Kolkata through DD/Banker’s Cheque in favour of SMP, Kolkata on any scheduled/ Nationalised Bank payable at Kolkata otherwise their offer will be summarily rejected, as per cl. 2, page no.11.

iv) Railtel Tender Processing Fee (Non-refundable). Mode of Payment:- E-payment Only through Debit/ Credit Card or Net Banking.	TPF: 0.1% of estimated cost (Minimum Rs. 750.00 + GST, Maximum Rs. 7,500.00 + GST. Registration Charges Rs. 2,000.00 + Applicable GST Per Year
d) Date of NIT available to parties to download	15.01.24 to 09.02.24 (up to 12:00 hrs.)
e) Pre – Bid Meeting date & Time	No Pre-bid meeting
f) Last date of submission of EMD & Tender Document fee.	09.02.24 (up to 13:00 hrs.)
g) Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://kopt.enivida.in	15.01.24 (From 17:30 hours onwards)
h) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	09.02.24 (Up to 14:00 hrs.)
i) Date & time of opening of Techno-Commercial Bid and Price Bid.	09.02.24 (After 14:01 hrs.)

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

List of Annexure

Important Instructions for E- procurement	:- Annexure - A
Commercial Terms & Conditions	:- Annexure - B
Techno Commercial Bid(Cover-I)	:- Annexure - C
List of Scanned Documents required to be uploaded	:- Annexure – D
Price Bid/Financial Part	:- Annexure – E
(Annexure A to Annexure E is to be treated as Techno Commercial Part)	

Price Bid i.e. Financial Part (Both the Techno Commercial Part and Financial Part to be uploaded separately and will be available in the SMP, Kolkata and website and Enivida Portal)

अधीक्षण अभियंता(रेलवे)/Superintending Engineer (Rly)
सिविल इंजीनियरिंग विभाग / Civil Engineering Department
एस.एम.पी.,कोलकाता/SMP, KOLKATA
निविदा आमंत्रण प्राधिकारी/Tender Inviting Authority

Annexure-A**2.0 Important 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 151 or 161.

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (SMP, Kolkata):

K. Mahato, SE(Rly)

Phone No. : 9874358198

E-mail : k.mahato@kolkataporttrust.gov.in

Contact persons (Enivida Portal):

Phone No.7278929467/8448288981

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

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply with the said document, GCC, Corrigendum and Addenda. A declaration in this regard is to be made by the bidder.
9	(A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the Enivida Portal

Annexure –B

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Formerly KOLKATA PORT TRUST)**

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
(पूर्वकालीन कोलकाता पत्तन न्यास)

Civil Engineering Department/ सिविल इंजीनियरिंग विभाग
Office of the Superintending Engineer, Rly./ अधीक्षण अभियंता (रेलवे) का कार्यालय
51, C.G.R. Road, Kolkata – 700 043/ 51, सी.जी.आर.रोड, कोलकाता-700 043

3.0 Commercial Terms & Conditions

SL. NO.	TERMS
1	Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
2	Copy of valid NSIC Certificate or MSE Certificate under MSME has to be submitted along with the bid.
3	EARNEST MONEY : As Per NIT
4	E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the tender is invited.
5	SCOPE OF WORK: As per E-Tender Document
6	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
7	The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of Ko.P.T. In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer, SMP, KOLKATA, thereon shall be final and binding upon all parties.
8	The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
9	The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

- 10 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
- 11 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 12 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the **Superintending Engineer (Rly)/** Executive Engineer (Rly) or his authorized representative at his office at 51, CGR Road, Kolkata 700043 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
- 13 **VALIDITY :**The tender shall remain open for acceptance for a period of **4 months** from the date of opening of techno-commercial bid.
If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.
- 14 **NON- RESPONSIVE BIDDER :-**
The offer/tender shall be treated as non-responsive, if it :
(i) is not accompanied by requisite earnest money /valid NSIC Registration Certificate /MSME Registration Certificate.
(ii) is not accompanied by requisite tender paper cost / or valid NSIC/MSME Registration Certificate.
(iii) validity of the offer is less than tender stipulation.
(iv) 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/offer or tender if submitted with any deviation from the tender terms & conditions.
- In addition to above, a bidder may be disqualified if –
(i) the bidder provides misleading or false information in the statements and documents submitted.
(ii) 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 SMP, Kolkata in this regard shall be final and binding on the Bidder.
Offer / tender is submitted with any deviation from the tender terms & conditions.
- 15 **EARNEST MONEY AND SECURITY DEPOSIT :** As per tender Document
- 16 **Performance Guarantee :** As per tender Document
- 17 In the event of the successful bidder failing to execute the order within the stipulated schedule without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' **apart from other actions.**

- 18 **PRICES: As per BOQ given in the tender document.**
- 19 The bidder shall quote his price as per the Bill of Quantities in the Price bid
- 20 Orders may be placed in full/part to the lowest bidder.
- 21 Price(s) to be quoted should remain firm over the contract period.
- 22 **The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**
- 23 **EVALUATION CRITERIA: As per relevant clause of Tender document.**
- 24 PAYMENT: As per Tender document.
- 25 Location: As per Tender document.
- 26 Time of Completion: As per Tender document.
- 27 Work is to be carried out as per terms & condition of the contract document.
- 28 JURISDICTION OF COURT :The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata
- 29 PERSONAL PROTECTIVE EQUIPMENT (PPE): Contractor and their workmen including driver & helper must use PPE i.e. safety helmet, reflective jacket, safety shoe etc. at the time of work inside the dock premises. For safety measure Cl. No.25, page-23 may be referred to.
- 30 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
- 31 Price adjustment clause: As per Tender document.
- 32 Technical capacity: As stipulated in Tender document.
- 33 Financial capacity: As stipulated in Tender document.
- 34 DOCK PERMITS: As per tender document.
- 35 The bidder may offer a Bank Guarantee in the Trustees' specified proforma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Security Deposit beyond **Rupees 10 (Ten) lakhs.**

Besides the above conditions all other conditions as stated in the NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

Annexure –C

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता

(पूर्वकालीन कोलकाता पत्तन न्यास)

Civil Engineering Department/ सिविल इंजीनियरिंग विभाग

Office of the Superintending Engineer, Rly./ अधीक्षण अभियंता (रेलवे)का कार्यालय

51, C.G.R. Road, Kolkata – 700 043/ 51,सी.जी.आर.रोड,कोलकाता-700 043

निविदा संख्या/ NIT No.: **Rly/Tender/105/11**

दिनांक/Dt. 15.01.24

NOTE: Last Date of **Download** of tender documents :**09.02.24** (up to **12.00** hours)

Tender is due for submission by **14:00** Hrs On **09.02.24**

Tender is to be opened on **09.02.24** (After 14.01 Hours)

Techno Commercial Bid

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“Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”.

XX

SHORT TENDER NOTICE

E-Tender is invited from **amongst the enlisted contractors of SMPK** with required experience as per Prequalification criteria stipulated in Tender Document for the following work at SMP, Kolkata.

Name of work	:	Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year.
NIT No	:	Rly/Tender/105/11 Dt. 15.01.24
Estimated Cost	:	Rs.8,94,879.65 [Rupees eight lakh ninety four thousand eight hundred seventy nine and paise sixty five only]
Period Of Execution	:	1(one) year
Earnest Money/ Bid Security Deposit	:	Rs.17,900.00 [Rupees seventeen thousand nine hundred only]
Bid Document Fee (Non refundable)	:	Rs. 590/- (Rupees five hundred ninety only (non-refundable) including GST @ 18%)
Period of Download of E-Tender (Both Days Inclusive)	:	15.01.24 to 09.02.24 (UPTO 12:00 HRS.) (Bid document will be available on https://kopt.enivida.in .) Bidders will have to participate in bidding process through website https://kopt.enivida.in only.
Date and Time for pre-bid meeting & site visit	:	No pre bid meeting
Last date of submission of e-tender	:	09.02.24 up to 14:00 hrs.
Date of opening of the tender	:	09.02.24 (After 14.01 hours)
➤ Contact Person.	:	K. Mahato, SE (Rly) Contact No.: 9874358198 E-mail :- k.mahato@kolkataporttrust.gov.in

4.0: INSTRUCTIONS TO BIDDER

E-TENDER FOR “Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year.”

1.0 GENERAL

The work as described in the tender shall be executed in Kolkata and in accordance with the attached General Conditions of Contract, Special Conditions of Contract, Particular Specifications, Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the office of the **Superintending Engineer (Rly)** on any working day before quoting for the tender.

2.0 Earnest money and cost of tender paper are to be physically deposited at the office of Superintending Engineer at 51, CGR Road, Kolkata-700 043 by vendors/contractors through Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc. On any scheduled/ nationalised Bank, in favour of SMP, Kolkata, payable at Kolkata, within 3 working days after opening of tender.

2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

2.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 A Bid shall contain the following *scanned copies* of which are to be uploaded (Refer Annexure D):-

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account, EPF Registration Certificate.

- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2022-2023, 2021-2022 and 2020-2021) The same should be audited as per relevant norms wherever required.
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents/valid NSIC certificate
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work **(to be mentioned in the letter head of the Firm)**.
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm)**.
- xiii) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm)**.
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule -T) in Part-I of the tender document.
- xv) Last page of "Bill of Quantities" & the "Form of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

N.B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action**.

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as afore-said.

4.0 SECURITY DEPOSIT:-

4.1 For the successful Bidder, the Earnest Money deposit will be converted to part of Security Deposit and the remaining security deposit will be recovered from the contractors each and every On-Account Bill [including the final bill, if necessary] at the percentage of each such bills as set forth in **Clause. 3.4, 3.5 & 3.6 of the General Conditions of Contract**.

4.2 Refund of S.D. and forfeiture S.D. shall be guided by Cl. 3.5 (i) & (ii) of the G.C.C.

5.0 DELAY/ EXTENSION OF TIME/ LIQUIDATED DAMAGE/ TERMINATION OF CONTRACT.

Clause 8.0 of G.C.C. to be referred regarding Delay/ Extension of time/ Liquidated Damage/ Termination of Contract.

6.0 REFUND OF EARNEST MONEY:-

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Part – II) of the e-Tender document.

7.0 VALIDITY OF OFFER:-

The e-tender shall remain valid for a period of **4 (four) months** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

8.0 DETAILED SCRUTINY OF E-TENDERERS:

8.1 During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

9.1 During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite Earnest Money /NSIC /MSME Registration certificate.
- (ii) is not accompanied by requisite Tender paper cost /NSIC /MSME Registration certificate.
- (iii) validity of the offer is less than tender stipulation,
- (iv) 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/offer or tender if submitted with any deviation from the tender terms & conditions.

9.2 In addition to above, a bidder may be disqualified if –

- (i) The bidder provides misleading or false information in the statements and documents submitted.
- (ii) 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 SMP, Kolkata in this regard shall be final and binding on the Bidder.

10. Statutory deductions will be made as applicable at the time of payment.

11. For Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:-

11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or MSME** are exempted from depositing Cost of Tender Document and Earnest Money.

11.2 If Micro & Small Enterprises (MSEs) registered with **NSIC or MSME** intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. **Otherwise their offer will not be considered.**

11.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

12.0 EVALUATION CRITERIA:-

12.1 During evaluation of Part-II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, **the overall lowest offer received** shall be considered for acceptance by the Trustees.

13.0 ACCEPTANCE OF TENDER:-

13.1 SMP, Kolkata reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.

13.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.

13.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

14.0 MISCELLANEOUS:

14.1 Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.

14.2 The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenderers are liable to rejection at the option of the Trustees without further reference to the bidder.

14.3 All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.

14.3 All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.

14.4 The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.

14.5 Enlisted/registered contractor of SMP, Kolkata will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by SMP, Kolkata during registration to SMP, Kolkata relating to Permanent Security Deposit.

The Bidder shall give a declaration about the names of their relations employed in SMP, Kolkata. It is not the intention to debar the Contractors from working if their relatives are working in SMP, Kolkata but such a declaration is necessary in the interest of Trustees against any possible lapses.

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5.0: SPECIAL CONDITIONS OF CONTRACT

E-TENDER FOR “Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”.

1. GENERAL:

These provisions though given in a separate section are part of the tender documents which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the tender documents viz. General Conditions of Contract, Notice Inviting E-Tenders, and Instructions to Bidder, Particular Specifications, Drawings, Bill of Quantities and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

2. CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:

If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- (a) Order letter.
- (b) Bill of Quantities.
- (c) Drawings.
- (d) Particular Specifications of work.
- (e) Special Conditions of Contract.
- (f) General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Superintending Engineer(Rly), SMP, Kolkata thereon shall be final and binding upon all parties.

The execution of work shall conform minutely to the approved & assigned drawings & specification & any other details drawings which shall be provided /duly approved by the Engineer during the progress of the work as to such other drawings those have formed part of the contract documents.

3. PRE-QUALIFICATION CRITERIA FOR BIDDERS:

(a) The intending bidder must have successfully completed **labour supply job or any general civil engineering works** during the last **7(seven) years** ending last day of month previous to one in which applications are invited and the experience should be either of the following:

Either **(i) 03 (Three)** completed works each costing not less than **40 %** of the estimated amount put to tender.

Or (ii) 02 (Two) completed works each costing not less than **50 %** of the estimated amount put to tender.

Or (iii) 01 (One) completed work costing not less than **80%** of the estimated amount put to tender.

(b) The Average Annual Financial Turnover of the bidding firm during the last three years, ending on **31st March 2023**, should be at least **30%** of the estimated amount put to tender.

(c) Work experience as a sub contractor **shall not be** considered as the requisite qualification.

4. SCOPE OF WORK:

The work mainly consists of providing services of daily labour, pumping of stagnant water as and when required and as directed under the jurisdiction of Railway Division. The contractor shall arrange for deployment of suitable personnel as directed during the contractual tenure along with necessary aids, tools, tackles & equipments as directed by the Engineer-in-Charge. The contractor shall supply the pump not less than 3 HP capacities along with pump driver, helper, suction & delivery pipe of required length, fuel including other accessories which requires for running a pump as and when directed by the Engineer-in-Charge

The work also include all appurtenant works as described and set forth in Bill of Quantities, Special Conditions of Contract, Particulars Specification of works, Specification for materials & workmanship with all additional or varied works which may thereafter be required in accordance with Clause 7 of General Conditions of Contract.

The intending tenderer shall inspect the site of work in consultation with the **Superintending Engineer,(Rly)** and acquaint himself with the nature of work before preparing his tender. His attention is drawn to Clause **No. 3.1** of the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc. will be entertained.

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

(a) Providing all materials, supervision, services, scaffolding, shoring, structuring, form work, reinforcements, vibrators, other tools and plants, transportation, water supply, temporary drainage, dewatering of surface/ tank, necessary approaches, temporary fencing and temporary lighting as required for safety and work purposes, etc.

(b) Preparing and submitting for review and assessment to the Engineer working procedure and sequence of work along with work schedule.

(c) Exercising rigid quality control in execution of the work and to carry out sampling, testing, and furnishing the test results to the Engineer for the quality of construction materials and the quality of the work done.

(d) Carrying out the work in a phased manner as per availability of the site so that normal day to day activities are not affected for which no such extra payment will be entertained.

5. LOCATION:

Majerhat, 51,C.G.R.Road , EJC Yard, Taratala Colony or other areas at KDS under jurisdiction of Rly. Sec.

6. ACCESS TO THE SITE:

(a) By Road: **Diamond Harbour Road, Taratala Road,Karl Marx sarani**

(b) By Rail: **Majerhat Station, Khidirpur station, Brace Bridge Station, Remount Road Station**

7. WORK SITE:

The work site is located under SMP, Kolkata jurisdiction. 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 **Superintending Engineer (Rly), 51 Circular Garden Reach Road, Kolkata – 700 043**, for inspecting the site along with his representative.

8. INSPECTION OF SITE:

The Bidder shall inspect the site of work and thoroughly familiarise himself with the nature of work, site conditions, and access to the site and location before submission of the tender. He should contact the **Superintending Engineer (Rly), 51, CGR Road, Kolkata 700043** for collecting information about the site before submission of the tender. No excuse will be entertained afterwards on the above ground. In case any part of the site cannot be handed over to the successful Bidder in time, no compensation for loss of labour or any other cause nor any claim will be entertained by the Trustees. Suitable extension of time shall, however, be granted to the successful Bidder on that ground if applied for.

9. SITE CONDITIONS & METHOD OF WORK:

The work shall have to be executed at **SMPK's Centenary Hospital at Majherhat, EJC Yard , New Taratala Colony and other areas at KDS under the jurisdiction of Railway division**. The contractor shall take adequate measures so as to execute the work with due regard to the above. The cost of which shall have to be included in the quoted rates.

Further, if so required by the Engineer in the interests of normal working of the Port, if it is found necessary to shift / suspend some construction activity for some duration, this shall be done in compliance with the instructions of the Engineer and as per relevant clause of the G.C.C. The bidder shall consider all the above points while quoting as no separate claim for idle charges towards labour, material will be considered for payment.

Proper care should be taken to provide adequate protection to the existing structures and cables (telephone, computer, etc) all such installations against any damage at the Contractor's risk and expense. Any damage / defect to existing structures arising due to the faulty execution of the work shall have to be rectified forthwith as directed to the satisfaction of the Engineer, without charging extra.

10. TIME OF COMPLETION :

The work will have to be commenced immediately on receipt of the work order and to be completed in all respect within **1(one) year** including preliminary time from the date of placement of work order.

11. SUFFICIENCY OF TENDER:

(a) The tender drawings 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 utilised 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.

(b) 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 and the rates shall cover all his obligations under the contract and all matters and things necessary for the proper construction, completion, commissioning and maintenance of the work.

(c) In case rate of particular item is printed erroneously in B.O.Q., the rate stated in the schedule of rates will prevail over the rate misprinted in B.O.Q.

12. ACCESSIBILITY FOR CHECKING AND SUPERVISION.

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

13. PROGRAMME AND PROGRESS:

The contractor shall submit a detailed programme of work within 7 [seven] days from the date of Work Order / L.O.I. showing the commencement, duration and completion time of all major items of work including procurement of all materials etc,. The sequence of work shown in the programme must be practicable and compatible with technical specifications and conditions prevailing at site.

The contractor shall maintain the progress of work as per the approved programme. In case of any slippage of programme the engineer may require the contractor to augment the input of plant, equipment, labour of any item as he may deem fit. The contractor shall comply with the engineer's directive in this regard, without any extra charge whatsoever.

In case of delays caused due to conditions or circumstances beyond the control of the contractor, the delays must individually be informed to the Engineer forthwith in writing and his acceptance in writing obtained.

14. RESPONSIBILITY OF THE CONTRACTOR FOR METHODOLOGY OF WORKS:

(a) 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.

(b) 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 of each item of the work supported by necessary details.

(c) Approval , for the Drawings and sketches, if necessary including those of the plant and machinery that would be used, their locations, arrangements for conveying and handling materials etc., should be obtained from the Engineer well in advance for starting each item of work. The Engineer reserves the right to suggest modifications or make concrete changes in the methods proposed by the Contractor whether accepted previously or not at any stage of the work, to obtain the desired accuracy, quality and progress of the work, which will be final and binding on the Contractor.

15. MATERIALS:

It will be the responsibility of the contractor to make timely procurement of all materials for both temporary and permanent works required in accordance with the Bill of Quantities or for any extra/additional work required as per the directions of the Engineer. The contractor shall procure cement, reinforcement steel and other materials from manufacturers approved by the Engineer.

The contractor will be allowed to take away surplus materials on completion of the work, subject to Engineer's verification of contractor's records of entry and consumption of materials in the works.

16. QUALITY CONTROL:

Quality control is an essential part in the construction of and must be based on proper objective and qualitative measurement. The Contractor will have the full responsibility for quality control and delivering the acceptable quality in the field. Regular appraisal of the quality control to the Engineer should be made for effecting improvements in the construction techniques to ensure satisfactory quality of work. The quality control function shall include but not be limited to the following items.

17. SAMPLING AND TESTING OF CONSTRUCTION MATERIALS:

Essentially to be carried out on the materials brought to site for construction work unless permitted otherwise by the Engineer. The Contractor shall undertake all field tests and laboratory tests for all such materials and workmanships as directed by the Engineer or his representative at his own cost. The samples shall be taken for test jointly by the representatives of the Engineer and the contractor at the worksite and tested /sent to a Govt. registered laboratory or Institutional laboratory as may be decided by the Engineer for testing. In case of field test, the contractor shall undertake the test by his own testing equipments or by any approved agency in presence of the representatives of the Engineer and the contractor at the worksite. All the testing charges and all incidental charges like packaging and transporting the test samples, equipments etc. shall be borne by the Contractor.

18. SPECIFICATIONS/ CODES AND STANDARDS:

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

19. TEMPORARY WORKS:

The successful tenderer shall allow for providing labour and materials for the construction and removal of all temporary works, e.g. site office, site store, scaffolding, fencing lighting; watching, tube well and pipe lines etc. required for constructional purpose as well as for drinking water purpose of contractor's men, water supply, vats, platform, etc. as may be necessary for the successful execution, completion and maintenance of works without any extra cost to the Trustees and the rates should be quoted accordingly. No rent shall, however, be charged to the contractor for construction/erection of such temporary sheds and structures.

20. PLANT & CONSTRUCTIONAL EQUIPMENT:

The contractor shall supply his tools, plants and constructional equipments within his quoted rates. A list of plant as intended to be employed by the tenderers in this construction must be furnished with full details along with the tender.

21. CONTRACT PRICE:

The "**Contract Price**" for this contract means the sum named in the tender subject to such additions thereto, deductions there from or reductions due to supply of any materials by the Trustees' as provided for in the Contract.

22. SETTING OUT OF WORK AND INITIAL MEASUREMENTS:

The Engineer shall provide the initial reference and Bench Mark for the setting out of work. It will be the contractor's responsibility to set out the work accurately and get them checked by the Engineer.

The Contractor shall provide at his own expense all necessary instruments, staff and labour for the checking of the survey.

The Contractor shall be responsible for the true setting out of the work and for the correctness of all dimensions, levels, lines, positions and alignment. Any error in any part of the works shall be rectified by the Contractor at his own cost. The Contractor would set up inspection facilities at Site at his own cost.

23. FORWARDING OF MATERIALS :

The contractor shall have to arrange transport for forwarding any usable/ saleable materials that may be found during the process of execution of the work to the Trustees' Sales yard or any other site/ godown including labourers, transportation, loading, unloading all complete as per the direction of the Engineer or his representative at site. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.

24. PARTICULARS OF EXISTING WORKS:

Such information as maybe given in the specification as to the existing features and works other than those now under construction as part of "SMP, Kolkata" given without warranty of accuracy and neither the Trustees nor the Engineer will be liable for any discrepancies therein.

25. 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 and Safety Officer of the Trustees or Safety Inspectors shall be afforded all facilities for inspection of the works, tools, plant, machineries, equipments etc. wherever so required. 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, equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment to be available in proper condition.

The contractor shall provide PPE's (Personal Protective Equipments) such as, 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 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, construction tools, machineries and equipments shall comply to the relevant safety codes.

Before allowing workers in sewers, manholes, any duct or covered channel etc, the manhole covers shall have to be kept open and ventilated at least one hour in advance and necessary safety torches / lamps should be inserted first before allowing entry to the worker. Suitable hand gloves and other safety gear

will be provided to the worker during handling / removing of slushes / sludge etc. without any extra cost. The contractor shall adopt all the above safety measures at his own cost.

The successful bidder shall also ensure that –

(a) No damage is caused to plants and vegetations unless the same is required for execution of the project proper.

(b) 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.

(c) His office & 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.

26. HOLIDAY OR SUNDAY WORK:

Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays whenever so desired by the Engineer to expedite progress and complete the works in time.

The Contractor shall not be entitled to any additional payment for taking up works on Holidays and Sundays. The Contractor should be prepared to resort to round-the-clock working by following shift timings for labour.

27. POWER SUPPLY:

If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Engineer or his representative.

Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of SMP, Kolkata as prevalent amended from time to time including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.

28. WATER:

The Contractor will arrange for supply of water both for drinking and for construction purposes. However, on written request from the Contractor, water for drinking purposes may be made available free of cost from the existing water line of the Trustees at a point near the site of work. The contractor will have to arrange for laying pipelines, as necessary, as per approval of the Engineer or his representative, for storing and distributing the same to the work point at his own cost.

(a) Under no circumstances, the contractor would be allowed to use such drinking water for constructional works.

(b) In any case Dock water will not be allowed to be used for any work including curing.

29. KEEPING THE SITE AND WORKING AREA CLEAR:

The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

30. PROTECTION OF EXISTING SERVICES:

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

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

31. CLEANING DURING EXECUTION AND AFTER COMPLETION:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMP, Kolkata stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

32. METHOD OF MEASUREMENT:

Unless otherwise specified in the Particular Specifications and Bill of Quantities, the work shall be measured according to the current P.W.D.'s (Building, S&P & Road) Schedule of Rates (2014), Govt. of West Bengal and analysed rate. For details of measurement not covered by the above S.P.-27 1987 of B.I.S. shall be referred to.

33. ON ACCOUNT PAYMENT:

On account payment to the Contractor shall be arranged as and when required at the discretion of the Engineer on the basis of measurements of completed works at the quoted rates in the Bill of Quantities. The terms of payment shall be in accordance with Clause-6 of the General Conditions of Contract. The Bills should be submitted by the contractor in quadruplicate to the Office of the respective **Superintending Engineer (Rly)** with necessary documents in original. Subject to the availability and feasibility of system, SMP, Kolkata may make payment directly to the contractor's designated bank account. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number in the "Abstract Form Of Tender". In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of SMP, Kolkata.

34. LABOUR, TOOLS & PLANTS:

The Contractor shall supply all necessary labour, tools and plants required for satisfactory execution of the work.

35. ESCALATION / VARIATION ON PRICES:

If during progress of the work , current minimum wage as prescribed by appropriate statutory body (Central Govt/ State Govt as the case may be) is enhanced / reduced then the same will be payable to the contractor through the following formula:

$E = (NW - OW) \times \text{no. of operation}$

[NW = New minimum wage

OW= Old minimum wage at the last date of submission of tender

E= Amount payable / recoverable to the contractor]

The following may also be noted:

The price adjustment due to variation in wages may be payable for the period in which there is a change of minimum wages with respect to the minimum wages at the date of offer during the pendency of contract.

Payment to the labourers to be made as per the acts fixed by Chief Labour Commissioner (Central) and revision from time to time.

36. CONTRACT LABOUR LAWS:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1947, and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time.

Payment to the labourers to be made as per the minimum wage rates fixed by Chief Labour Commissioner (Central) and as per M.W.A. Govt. of W.B. whichever is higher and revision from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations By-laws and Procedures. **The Contractor shall comply to the Employees' Bonus rules & to pay Bonus once a year to his workmen accordingly, for which no extra payment shall be made to the Contractor.**

The contractor shall indemnify the SMP, Kolkata against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his subcontractor.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour Licence from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

The contractor shall also be required to comply regarding 'Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976'.

In addition to the above, the Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

The Contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the ABSTRACT FORM OF TENDER & he shall have to obtain a regular /permanent license as per sec12(1) of the Contract Labour Act.

Further , whenever a contract work has commenced or completed , the contractor has to intimate the same to the Assistant Labour Commissioner(Central) /labour Enforcement Officer (Central) in Form IV-A, within 15 days of such commencement or completion.

The contractor has to arrange for displaying the name of the Regional Labour Commissioner (Central), Asst. Labour Commissioner (Central) & Labour Enforcement Officer (Central) at his work site(s). The contractor shall inform the Principal Employer the date, time & venue of disbursement to be made by him to his workers.

The successful bidder shall also be required to put up a notice at the site of work mentioning the date, time & venue of disbursement to be made by him to his workers and he or his authorized representative shall have to be present during period of disbursement.

37. COMPLIANCE WITH E.P.F & M. P. ACT & ESI Act 1948:

The successful contractor will have to comply with provision of EPF & MP Act 1952 and also for Employees State Insurance Act 1948 (along with amendments, if any), issued from time to time as applicable.

If asked for by the Employer, the contractor will be required to submit photocopy of all payment challans and produce the original for verification to the representative of the principal employer, i.e. **Superintending Engineer (Rly).**

38. INDEMNIFICATION:

The successful bidder shall be deemed to indemnify and keep indemnified the Trustees 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, 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) The payment of Bonus Act,1965.

39. TAXES & DUTIES:

The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.

Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

(a)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 payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time SMP, Kolkata is 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.

(b)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.

(c)Supplementary invoices/Debit note/credit note for price revisions to enable SMP, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year.

The purchase order/ work order shall be void, if at any point of time bidder is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

40. SETTLEMENT OF DISPUTES:

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with or arising out of the contract or the execution of the works, the same shall be dealt as per relevant provisions of the General Conditions of Contract.

41. CONTRACTOR TO EXECUTE CONTRACT AGREEMENT:

The contractor after acceptance of his tender shall be required to enter into and execute a Contract Agreement to be prepared in the form annexed to the General Conditions of Contract together with such modifications as may be necessary within one month from the date of placement of the order. The contractor shall have to submit copies in sextuplets of all documents; correspondence, connected papers etc. as detailed in the above form of Contract Agreement together with the instrument of Contract Agreement prepared on Non-Judicial stamped paper of requisite denomination having five more copies made on plain paper all at his own cost.

The successful tenderer shall have to submit three sets of such Contract Agreement duly executed, sealed, signed and witnessed for execution by the Trustees. The other three sets shall be completed in all respects but not signed. If the successful tenderer or tenderers are a partnership concern, they will have to get Agreement signed by all the partners or by the partner who is authorized to sign for and on behalf of the other partners. The contractor shall also comply with the requirements of Security Deposit for the due fulfillment of the contract. The blank proforma of tender documents shall be supplied in sextuplets to the successful tenderer free of charge for preparing the documents of the aforesaid Contract Agreement. The successful tenderer shall have to copy out and prepare the documents of the Contract Agreement neatly and correctly. The necessary amendments, corrections etc. (if any) have to be done at his own cost.

The successful contractor shall be required to keep close co-ordination and liaison with the Marine Department while executing the works. The Superintending Engineer in charge of the construction will direct the representatives of the contractor to maintain liaison with different sections of the other departments and the contractor must keep the concerned Superintending Engineer of the Civil Engineering Department informed and/or posted with the programme contemplated with other departments. The Superintending Engineer of the Civil Engineering Department shall be nodal authority in all these co-ordination and / or liaison and all programmes must be vetted by him.

In cases of exigencies, the contractor or his representatives may establish direct liaison/co-ordination but in all such case the Superintending Engineer should be informed promptly.

42. EMPLOYMENT OF LOCAL RESOURCES:

The contractor shall pay special attention to engage the maximum possible number of local Engineer, other technical personnel, office workers; labourers (skilled, semiskilled, unskilled) both at site and in office, details of such recruitment etc. shall be submitted to the Engineer periodically or as and when called for.

43. CALCUTTA PORT TRUST:

The expression "**CALCUTTA PORT TRUST**" / "**KOLKATA PORT TRUST**" appearing anywhere in the tender documents, shall be construed to read as "**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**".

44. CLARIFICATION OF BIDS:

To assist in the examination and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakup/analysis of unit rates. 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 except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders.

No Tenderer shall contact the Employer 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 Employer, he should do so in writing.

Any effort by the Tenderer to influence the Employer's Tender evaluation, Tender comparison or contract award decisions, may result in the rejection of his Tender.

45. WORKMEN AND WAGES:

The Contractor shall deliver, if ordered, a weekly return for all labour employed in writing in the requisite form as instructed by the Engineer or his representative. The contractor shall have to engage

sufficient number of technically qualified and skilled persons to supervise and execute the work **(to be mentioned in the letter head of the Firm).**

46. RATE FOR PAYMENT AGAINST EXTRA ITEMS:

For any unforeseen work not covered under the Bill of Quantities and Condition of Contract, depending on contingent situation at site, if required for successful completion of the work, extra items have to be carried out by the Contractor. If those items are already available in Trustees' Schedule of rate, payment will be made on the basis of Trustees' Schedule of rate; including surcharge in force at the time of acceptance of the tender, if any adopted by the Trustees with due regard to the accepted contractual percentage, if any, thereon, otherwise, if the rates are not available in the SMP, Kolkata Schedule of Rates, then the Special Rates will be prepared as follows:-

(a) The rate of payment of work involving labour & material shall be fixed on the following basis.

- i) Cost of materials consumed including transport and wastage, plus
- ii) Cost of labour actually engaged in the works, plus
- iii) Taxes and Duties as applicable, plus
- iv) 16 % on the aggregate of (a) and (b) towards overhead, profit and cess.

(b) For any work involving only labour, rate of payment shall be fixed on cost of labour actually engaged in the work plus 11 % towards profit and cess.

(c) For only supply of any material at site, rate of payment shall be fixed on actual cost of material plus transport, loading & unloading (if any) plus 11 % towards profit and cess.

47. DISPARITY IN QUOTED RATE/AMOUNT.

If there is any disparity between the quoted rate in percentage and the Tender Amount, the rate quoted in percentage shall prevail as the rate quoted by the tenderer and the Tender Amount shall be derived by adding/subtracting (as the case may be) this percentage with/from the Estimated Value put to tender. Similarly in case of disparity between the rate quoted in figures and in words, the rate quoted in words shall prevail.

48. ERRORS IN THE B.O.Q :

In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

49. DOCK PERMIT:

For works inside the Docks, Dock permit required for men, materials, vehicles and equipments etc. are to be procured by the successful tenderer at free of cost as per recommendation of the executing departments/divisions indicating the specific number of free permits to be issued. But for creation of individual IDs in permit system a charge as applicable will be levied per person (one time) even for companies/ Individuals who have been granted permission to obtain free permits by SMP, Kolkata. In case the work has to be carried out in an operational zone, the tenderer should keep in mind that the work is to be executed without hampering the operational activities and should complete the work within the stipulated time specified in the tender.

50. WORKING PERIOD:

Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the

progress of the work if permitted by **Competent Authority**. The tenderer should include in his rates the cost, if any, involved on those accounts.

51. BANK GUARANTEE IN LIEU OF CASH SECURITY DEPOSIT:

Security deposit shall be recovered from the On A/C. Bill as per Clause – 3.4 and 3.5 of General **Conditions of Contract**. However, Bank Guarantee may be considered in lieu of Cash Security Deposit. In that case, the Contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from any Nationalized Bank at Kolkata in the proforma as given in the G.C.C. In this context Clause 3.6 of G.C.C. may be referred to.

52. MEASURES AGAINST POLLUTION:

The contractor shall have to take proper measures against environmental pollution during execution of work as directed by the Engineer.

The contractor shall, abide by all the regulations and rules of SMP, Kolkata and those that may be issued from time to time without any extra cost to the SMP, Kolkata.

53. PORT AREA OBLIGATIONS:

The Dock area is a custom bounded area and as such the contractor shall comply with all regulations of the Port and Custom authorities and those that may be imposed from time to time in respect of the transit of all of contractors plants, vehicles, materials, and staff in the area.

Whenever regulations so require, permits shall have to be obtained for such transit of contractor's plants, vehicles, staff and workmen. The contractor shall instruct his staff and workmen to comply with all requirements in this "Restricted Area".

The contractor shall suitably fence the area that may be allotted to him inside the "Bonded Area" of the port for stores and other requirements to the full satisfaction of the Port and Security Agencies.

The contractor shall, abide by all the regulations and rules of SMP, Kolkata and those that may be issued from time to time without any extra cost to the SMP, Kolkata.

+++++

SCHEDULE T **Annexure-C (Contd)**
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At
The Time Of Submission Of Tender Offer)
(To be submitted with Part-I of Offer)
Bidders must fill in the under noted columns.

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

(To be submitted with Part-I of Offer) Annexure-C (Contd)
SCHEDULE 'O' SHEET – 1

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – :
any special particulars as to Directors if desire to be stated.
- 5) Name, address and other necessary particulars of :
Managing Agents, if any appointed by the Company.
- 6) Copies of Memorandum, Articles of Association :
(with the latest amendments, if any).
- 7) Copies of audited balance sheets of the Company :
for the last **three years**.

B) In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of :
registration.
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners :
and the interest of each partner in the
partnership – any special particulars as to
partners if desired to be stated.
- 6) Whether the firm pays income tax over :
Rs.10, 000/- per year

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

- 1) Full name and address of the Bidder any :
special particulars of the Bidder if desired to
be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder carries on business in his :
own name or any other name.
- 4) When business was started and by whom. :
- 5) Whether any other person is interested in :
the business directly or indirectly, if so, name
and address etc. of such persons and the
nature of such interest.
- 6) Whether the Bidder pays Income Tax over :
Rs.10, 000/- per year.

Dated:

(Full signature of Bidder)

(Proforma of Performance certificate/credential of works)

[To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
4.	Schedule date of commencement and completion of the work as per Work Order :	
5.	Date of actual commencement of work & date of actual completion :	
6.	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor :	
7.	Sanctioned Tender value & Actual value executed :	
8.	Quality of work (Excellent/satisfactory/poor) :	
9.	Remarks (If any) :	

ANNEXURE – D**Scanned copy of the following documents to be uploaded:-**

- i) GST registration certificate.
- ii) Valid Trade Licence (Valid for current period & also for type of work).
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2023-2022, 2022-2021 & 2021-2020). The same should be audited as per relevant norms wherever required.
- ix) Bank Draft/ Pay Order etc. regarding EMD & Cost of Tender documents / valid NSIC certificate
- x) PAN Card
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work **(to be mentioned in the letter head of the Firm).**
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm).**
- xiii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm).**
- xiv) A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.
- xv) Last page of "Bill Of Quantities" & the "Form Of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their EMD will be forfeited for such action.

Annexure –E

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(Formerly KOLKATA PORT TRUST)

श्यामा प्रसाद मूखर्जी पोर्ट, कोलकाता

(पूर्वकालीन कोलकाता पत्तन न्यास)

Civil Engineering Department/ सिविल इंजीनियरिंग विभाग

Office of the Superintending Engineer, Rly./ अधीक्षण अभियंता (रेलवे)का कार्यालय

51, C.G.R. Road, Kolkata – 700 043/ 51,सी.जी.आर.रोड,कोलकाता-700 043

NIT No.: Rly/Tender/105/11

Dt. 15.01.24

NOTE: Last Date of **Download** of tender documents : **09.02.24** (up to 12.00 hours)

Tender is due for submission by **13:00 Hrs.** on **09.02.24**

Tender will be opened on **09.02.24** (After 14.00 Hours)

PRICE BID (FINANCIAL PART)

“Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”.

निविदा संख्या / TENDER NO. : Rly/Tender/105/11

दिनांक/Dt.:15.01.24

Annexure-E (Contd.)

E-TENDER FOR “Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”.

निविदा संख्या / NIT NO: Rly/Tender/105/11

दिनांक/Dt. 15.01.24

PART –II/PRICE BID

TENDER PARTICULARS

Name of the Work	:	Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year.
Estimated Cost	:	Rs.8,94,879.65[Rupees eight lakh ninety four thousand eight hundred seventy nine and paise sixty five only]
EARNEST MONEY/ BID SECURITY DEPOSIT	:	Rs.17,900.00 [Rupees seventeen thousand nine hundred only]
TIME OF COMPLETION	:	01(one) year
COST OF TENDER DOCUMENTS TENDER FEE		Rs. 590/- (Rupees five hundred ninety only) non-refundable) including GST @ 18%)
PERIOD OF DOWNLOAD OF E-TENDER (Both Days Inclusive)		15.01.24 to 09.02.24 (UPTO 12:00 HRS.)
DATE AND TIME FOR PRE-BID MEETING & SITE VISIT	:	No pre bid meeting
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF OF THE TENDER (Single Cover)	:	Submission on 09.02.24 at 13:00 hrs. Opening on 09.02.24 After 14:00 hrs.

PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR “Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one”.

TENDER NO: Rly/Tender/105/11**Dt. 15.01.24**

The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.

1.4 The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

1.5 Where separate items such mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.

1.6 Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-

1.7 The provision, storage, transport, handling, use distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

1.8 The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.

1.9 Setting out including the location and preservation of survey markers, measurement and supervision.

2.0 The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

- 2.1 All First Aid, Welfare and safety requirements.
- 2.2 Damage caused to the works, plants, materials and consumables stores caused by weather.
- 2.3 Licence, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
- 2.4 The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.
- 2.5 This being a **percentage rate tender**, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender **on line** based on his own analysis.
The Tender Price thus established would be taken for comparative evaluation of E-Tenderer.
- 2.6 The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish, other excavated/offensive matter etc. all of which shall be disposed off in a manner to be approved by the Engineer's Representative.
- 2.7 On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMP, Kolkata stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
(Formerly KOLKATA PORT TRUST)**

श्यामा प्रसाद मूखर्जी पोर्ट, कोलकाता

(पूर्वकालीन कोलकाता पत्तन न्यास)

Civil Engineering Department/ सिविल इंजीनियरिंग विभाग

Office of the Superintending Engineer, Rly./ अधीक्षण अभियंता (रेलवे) का कार्यालय

51, C.G.R. Road, Kolkata – 700 043/ 51, सी.जी.आर.रोड, कोलकाता-700 043

BILL OF QUANTITIES

E-TENDER FOR “Providing supply of daily labourer for miscellaneous non-measurable works and pumping out of stagnant water under the jurisdiction of Railway Division as and when required and directed for one year”.

TENDER NO: Rly/Tender/105/11

Dt. 15.01.24

BILL OF QUANTITIES

SL No	Description	Qty	Unit	Rate	Amount
1	Supplying daily labours for construction/ Maintenance of roads/ buildings, water supply/ sewerage pipeline related works, loading/ unloading, sweeping / cleaning etc.				
a	Un-skilled	900 Nos.	Each	833.61	7,50,249.00
b	Semi-skilled / Un-skilled Supervisory	50 Nos.	Each	923.52	46,176.00
2	Supply of one 3-5 HP capacity diesel pump set of running condition on hire basis daily from 8.00 AM to 5.00 PM along with necessary pipes for suction and delivery of length approximate 15 metre and 50 metre respectively and other accessories and fittings like foot valve, clips etc. including Pump Driver/ Helper required to run the pump set for lifting of waste water from pits manholes, drains etc. as per direction of Engineer-in-Charge at site.	35 Days	Per Day	1742.19	60,976.65
3	Provide charges of supplied fuel for running the Pump Set as per necessity and requirements.	280 Hours	Per Hour	133.85	37,478.00
	Total: Rs.				8,94,879.65

Rs.8,94,879.65 [Rupees eight lakh ninety four thousand eight hundred seventy nine and paise sixty five only]

Tenderer to fill up the following [score out which is not applicable]

B.F from pre-page..... Rs.8,94,879.65

price not to be quoted here(a).....(in figures)%
(in figures)

Below par (-) Rs.

.....Percent
(in words)

(b).....

At par

NIL

(c).....%
(in figures)

Above par (+) Rs.

.....Percent
(in words)

Total Tendered Amount: Rs. _____

Total tendered amount (in words.....)

[The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra]

Maximum number of workmen likely to be engaged in days work..... numbers

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

Date:

(Signature of Tenderer)

[Only completion time and preliminary time as stated above are to be carried over to Form of Tender attached]

Witness: - _____
(Signature)

(Name in block letters): _____

Address: _____

Occupation: _____

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

To
 The Chief Engineer,
 Syama Prasad Mookerjee Port Kolkata.

I/We _____

having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **01 (one) year** from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. _____

Not to mention here

(Repeat in words) _____ **Not to mention here**

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

I / We have deposited with the Trustees' Manager (Finance), HDC, vide Receipt No. _____ of _____ as Earnest Money.

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

Dated: _____

(Signature of Bidder with Seal)

WITNESS :

Signature :

Name of the Bidder :

Name :

(In Block Letters)

Address :

Address :

Occupation :