

कोलकाता पत्तन न्यास KOLKATA PORT TRUST सिविल इंजीनियारिंग बिभाग/ Civil Engineering Department अधीक्षण अभियंता (कोलकाता) का कार्यालय / Office of the Superintending Engineer, Kolkata 15, स्ट्रैंड रोड, कोलकाता – 700 001/ 15, Strand Road, Kolkata – 700 001 दुरभाष/ Phone: 2230-3451, विस्तार/ Extension: 388, 392

NIT No.: CT /NIT/2017-18/12

Dated: 13/02/2018

NOTICE INVITING TENDER

Messrs/ Shri

Sub: Tender for Weedicide treatment along with Jungle Cutting in and around Petroleum Wharf area of Budge Budge (PWBB) including the area beyond No. 8 Jetty up to Fort Gloster Jetty and at New Howrah Bridge Quarters (NHBQ) premises for one year from the date of placement of work order.

Sealed tenders (**single part basis**) are invited from bonafide resourceful, experienced and reputed firms for the subject work who have experience of execution of <u>similar works</u> during last 07(seven) years as per following Prequalification Criteria in accordance with this Notice Inviting Tender, Special Conditions of Contract, Specifications for materials and workmanship and Bill of Quantities for the subject work .

Similar work means jungle cutting along with weed control by chemical application. Hence, the prospective bidder should have licensed chemical applicator for weed control work.

1. <u>Pre-qualification Criteria</u>:

A. The intending bidder should have successfully completed similar work like Weed Control and / or Pest Control And/ Or similar work last 7 years ending on the last day of the month previous to the one in which applications are invited and the value of completed work (s) should be either of the following:-

(i) At least one similar completed work of value not less than 80% of the estimated amount.

(ii) At least two similar completed works of value not less the 50% of estimated amount for each work.

(iii) At least three similar completed works of value not lees then 40% of the estimated amount for each work.

Estimated	Rs.1,70,000.00 {One Lakh Seventy Thousand Only}		
amount :-			
Earnest	Rs 3,400.00 { Rupees Three thousand Four Hundred only}		
Money	[Not required for enlisted contractor's under CE Department of		
Deposit :-	Ko.P.T. having requisite permanent E.M. deposit]		
Cost of tender	Rs 354.00 { Rupees Three Hundred Fifty Four Only}		
document:-	Including GST. Payable through cash from 11:00 Am to 3:00 PM		
	from Monday to Friday or through A/c Payee Demand Draft / Pay		
	Order in favour of Kolkata Port Trust payable at Kolkata.		
Time Of	One Year		
Completion :-			

Period of sale	On any working day from 13/02/18 to 06/03/18 upto 12.00 P.M
of Tender	on application from SE (Kol)'s office; or From website
documents:-	<u>www.kolkataporttrust.gov.in</u> before 12.00 P.M on 06/03/18 .
Date of	06/03/18
submission &	Submission :- upto 3.00 P.M Opening :- Shortly after 3.30
opening :-	P.M

- **B.** The average Annual Financial turnover of the intending tenderer during the last 3 years ending 31st March of the last financial year should be at least 30% of the estimated amount put to tender.
- 2. The Trustees' General Conditions of Contract, Schedules of Rates may be seen at this office during office hours on any working day. The GCC is also available on KoPT's website. Rest of the tender documents like Special Conditions of Contract, B.O.Q. etc. are attached herewith.
- 3. The tenderer who is tendering beyond his financial limit as per class of enlistment with KoPT, is required to deposit the Earnest Money Deposit in the form of Bankers' cheque / Demand Draft / Pay order in favour of "KOLKATA PORT TRUST" on any Schedule Bank payable at Kolkata before submission of the tender. The original Bankers' cheque / Demand Draft / Pay order must be attached with the tender without which the tender may be disqualified. The tenderer in such a case may also submit the EMD in cash with Trustees' Treasurer and submit the treasury receipt thereof in original with his offer.
- 4. The EMD amount will be refunded to the unsuccessful tenderer without any interest. In case of being the successful tenderer, this amount will be adjusted against the Security Deposit as per the relevant clause of the G.C.C. Tender offer without EMD will be rejected.
- 5. In case a bidder submits his offer after downloading the tender documents from Ko.P.T website, he shall have to pay the cost of tender document by draft or by Banker's cheque drawn in favour of 'Kolkata Port Trust' at the time of submission of tender offer.
- 6. The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.
- 7. The rate quoted by the Contractor must be valid up to four months after opening of tender.
- 8. While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any correction necessary, should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be liable to be rejected. Bidders shall not use white ink for correction in any place of the tender. Non conformation to this instruction shall be treated as non responsive and hence may disqualify the tender.
- 9. The tender duly filled in, totalled and signed along with the following documents shall be submitted in sealed cover super scribing the above name of work, to **the Office of the Superintending Engineer**, **Kolkata, Kolkata Port Trust, 15, Strand Road, Kolkata- 700 001** by **3:00 P.M. on 06/03/2018.** The tender will be opened at **3:30 P.M. on 06/03/2018** and intending bidders or their authorised representatives may attend the same. In the event of any unforeseen circumstances such as holidays, bandhs, strikes etc., on that day, the tenders may be submitted by 3:00 P.M. on the next working day, and will be opened shortly after 3:30 P.M. on the same day. All other conditions shall remain the same. Except this, the notice inviting tender shall not be extended under any situation.

10. At the time of submitting tender, the bidder should submit the following:

(i) Cost of tender documents (if downloaded from website).

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- (ii) Earnest Money Deposit in requisite form (if required).
- (iii) Copy of the documents in support of pre-qualification criteria as mentioned above.
- (iv) Copy of valid Trade Licence.(for similar work)
- (v) Copy of valid GST registration certificate.
- (vi) Copy valid PAN card.
- (vii) Copy of professional tax clearance certificate / upto date challan.
- (viii) Copy of ESI registration certificate.
- (ix) Copy of EPF Registration certificate.
- (x) Copy of documents supporting Financial turnover during the last 3 years ending 31st March of the last financial year
- 11. All the tenderers should submit the above documents along with proforma of checklist attached outside the <u>sealed cover</u> containing all tender documents. If the tenderer fails to submit such check list duly filled up at the top of the sealed cover, the tender would not be considered for opening. If contents of check list turn out to be misrepresentation of facts, then such bids would be rejected even after opening of Price bid with a recorded warning for the bidder.
- 12. The tenderer must return the tender document duly filled in and signed in all pages over his office seal. The tenderer shall not impose his' own terms and conditions. Such a tender is liable for rejection at the option of the tender inviting authority without further reference to the tenderer.
- 13. Micro and Small Enterprises firms registered with National Small Industries Corporation (under single point registration scheme) shall be exempted from payment of cost of Tender Document and depositing Earnest Money, for which copy of valid National Small Industries Corporation certificate is to be attached.
- 14. The undersigned does not bind him to accept the lowest or any tender or to assign any reason there for and also reserve the right to accept or reject any or all the tenders in part or whole.
- 15. All intending tenderer at the time of tender have to enclose all the above documents/testimonials, without which their offer would be liable to be cancelled.

Superintending Engineer (Kolkata)

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Dated: 13/02/18

INSTRUCTION TO TENDERER

- The subject work is required to be carried out with high degree of precision, supervision, quality control and construction techniques. The tenderers are, therefore, required to go through all the provisions of the tender document including Special Conditions / Instructions and Bill of Quantities before filling the tender. In the event of contradiction between either of the two documents; Special Conditions will supersede General Conditions and Bill of Quantities shall supersede Technical Specification.
- 2) An amount of Edu. & Krishi cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.

A) Wages to be paid to the workers on the basis of Central Labour Commission's circulated minimum wage rate prevailing at the time of work.

- 3) Submission of required documents with tender offer:-
- (i) The bidders should furnish documents regarding experience criteria and turnover criteria as per clause 1 of NIT along with the tender offer.
- (ii) When the tender is opened between April to June of any year and the bidder is unable to submit audited accounts of the previous year i.e. latest financial year, the bidder may submit audited accounts of the financial year previous to the latest financial year.
- (iii) In case tender is opened after June of any year and the bidder is unable to submit audited accounts of the previous year i.e. latest financial year, the bidder may submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.
- (iv) In case a bidder is unable to submit documents required as per NIT along with the tender offer, the bidder should state it clearly on the checklist and submit the same, <u>failing which the offer shall be evaluated based on the submitted documents.</u>
- (v) In case a bidder submits valid Professional tax Clearance Certificate / Challan valid for the last completed financial year and not the current one and if he is awarded the contract then it will be the contractor's responsibility to comply with the requirements of the concerned authority during the entire tenure of the contract.
- 4) While quoting the rate it should be noted that the tenderer should on no account overwrite the figures. Any necessary correction should be made by cancelling the original figures and writing the corrected figures on the top. All such corrections should be initialled by the tenderer. If the figures are tampered with, the tender shall be rejected.
- 5) Bidder shall not use 'White Ink' for correction at any place of the tender paper. Non-conformation to the instruction shall be treated as non-responsive and hence, may disqualify the tender.

- 6) The pre-qualified tenders which are compliant to the sl no 10 of NIT, will be evaluated on lowest offer basis.
- 7) 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 thereunder 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 Kolkata Port Trust, 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 Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

b. Kolkata Port Trust 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 Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

c. Supplementary invoices/Debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you 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 you are found be to a black listed dealer as per GSTN rating system and further no payment

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SCOPE OF THE WORK & SPECIFICATIONS FOR MATERIALS & WORKMANSHIP

The scope of the work includes, as the name suggests undertaking weed control treatment i.e. controlling the growth of grass and other vegetation at Petroleum Wharf i.e. Jetty area at Budge Budge and NHBQ Quarters at Howrah by cutting/ cleaning/ removing jungles, including uprooting/ removing of rank vegetation, cutting grass, brush wood, cutting/ removing small tree saplings or branches of trees falling under the cutting area and removing spoil and also by spraying of required chemicals at periodic intervals throughout the year including all materials, labourers, tools, plants and equipments complete in all respect.

The intending tenderer shall inspect the site of work in consultation with Superintending Engineer, Kolkata 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.

The work is to be carried out very carefully so that no damage is caused by the contractor to the Trustees properties/ installations etc.

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SPECIAL CONDITIONS OF CONTRACT

- 1. <u>General:</u>- These conditions are part of the tender documents, which must be read as a whole, the various sections being complimentary to one another, and are to be taken as mutually explanatory. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract, Instructions to Bidders, Bill of Quantities and other documents forming part of the Contract. If the stipulations in the various tender documents be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.
 - a. Order letter.
 - b. Bill of Quantities.
 - c. Drawings (if any).
 - d. Specifications for materials & workmanship.
 - e. Special Conditions of the 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 Engineer shall be final and binding.

- 2. <u>Work Site</u>: One the work sites is located within the Trustees Petroleum Wharf Area at Budge Budge from Jetty No.1 to Jetty No.8. The site is accessible from the Budge Budge Trunk Road and the nearest Railway station is Budge Budge. The other site of work is at NHB Quarters [New Howrah Bridge Quarters] near Howrah Bridge i.e. Rabindra Setu. The tenderer shall visit the site of works and acquaint him with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account.
- 3. <u>Working Period</u>: Normally the work will be carried out between 8 A.M. to 5 P.M. on the Trustees' working days only. In case of any deviation from this the contractor shall have to take prior permission from the Engineer. However, the tenderer should note that he might be required to carry out the job on Sundays, holidays and after normal working hours and at night in addition to the normal working hours to expedite the progress of the work for which no additional payment shall be made beyond the quoted rate.
- 4. <u>Time of Completion</u>: The work is urgent in nature and is required to be completed within a period of **One (01)** year from the date of work order.
- 5. <u>Method of Measurement</u>: The Contractor shall be paid on the basis of actual land area effectively de weeded after the treatment measured after the work on the basis of his quoted rates in the priced bill of quantities. It is to be clearly understood that this not a lump sum tender.
- 6. <u>Site Godown and Watching</u>: The contractor shall have to make his own arrangements for construction of site godown (if any) for storage of materials and security thereof during day and night at his own cost. The godown and other temporary structures, if erected, are to be dismantled by the contractor before leaving the site after

completion of the work at his own cost to leave the site at its initial condition. The Trustees' will, however, allow the construction of godown on the Trustees' land free of rent during execution of the work.

- 7. <u>Materials and Transport</u>: All materials required for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost.
- 8. <u>Testing of materials</u>: Testing of any material if required, shall have to be carried out at the authorised /renowned testing facilities acceptable to the Engineer's representative. No additional payment will however be made to the contractor towards charges for testing which are not mentioned in the BOQ but to be done as per the codes and specifications.
- 9. <u>Supervision:</u> The contractor shall have to engage sufficient number of qualified and skilled persons to supervise and execute the work. The contractor shall solely be responsible for any defective construction/ rectification as a result of poor supervision.
- 10. <u>Escalation/ variation in Prices:</u> No escalation/ variation on prices of labour as well as materials will be considered for payment.
- 11. <u>Errors in the B.O.Q</u>: 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.
- 12. <u>Security Restrictions</u> :- Keeping in mind the security rules and regulations applicable at Trustees' offices / other premises regarding entry and exit, the successful tenderer shall arrange for necessary permit / ensuring identity of workmen as and when required for men , material and vehicle at no extra cost to the Trustees.
- 13. <u>Protection of existing services</u>: The contractor must pay full attention to the fact that the existing services 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 any same are being used by the labourers . The contractor shall be held liable for all damage and interference to the existing service, caused by him in execution of works. Should any damage be done to the existing services, in general, the contractor shall make good the same and 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.
- 14. <u>Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:</u> The contractor shall be required to comply with the Minimum Wages Acts 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1940 and the Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus Act or amendments and the modifications thereof, any other laws relating thereto and the rules made there under from time to time. The successful bidder i.e. the contractor shall be required to pay the labourers the daily Minimum Wage applicable to Kolkata [i.e. area A] as notified through relevant circular of CLC (Central), Govt. Of India issued from time to time in this regard.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay / damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules, Regulations Bye-laws and Procedures.

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

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of contractor to obtain necessary Labour Licence from

the Competent Authority for deploying requisite nos. of labours in the work and submit to the Engineer-in-Charge prior to commencement of the work.

15. Regarding extra, excess / delay / extension of time/ Liquidated damages for delay / Termination of Contract, necessary action shall be taken as per relevant provisions of the Trustees' General Conditions of Contract.

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Dated: 13/02/2018

PREAMBLE TO THE BILL OF QUANTITIES

- 1. The Bill of Quantities must be read along with the General Conditions of Contract, the Special Conditions of Contract and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.
- 2. The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The Engineer or his Representative shall measure the measurements of each item of work jointly. In this regard a 'certification of work done' is to be obtained from the concerned Port Fire Officer.
- 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.
- 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.
- 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.
- 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:-
- 7. The provision, storage, transport, handling, use distribution and maintenance of all materials, plans, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.
- 8. The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.
- 9. Setting out including the location and preservation of survey markers, measurement and supervision.
- 10. The provision, storage, transport, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.
- 11. All First Aid, Welfare and safety requirements.
- 12. Damage caused to the works, plants, materials and consumables stores caused by weather.

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- 13. Licence, fees and other charges for compliance of Government Acts and Rules that are in force and applicable.
- 14. 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.
- 15. In such cases, if arithmetical error is committed by the tenderer in working out the amount, the tendered percentage shall be taken into account and the amount corrected and the corrections authenticated by the tenderer.
- 16. When there is a difference between the percentage quoted in words and in figures, the percentage rate which complies with the amount worked out by the tenderer for this amount shall be taken as correct.

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SI No.	Description of Item	Quantity	Rate (Rs. P)	Unit	Amount (Rs. P)
1.	Cutting/ cleaning/ removing jungles, including uprooting/ removing of rank vegetation, cutting grass, brush wood, cutting/ removing small tree saplings or branches of trees falling under the cutting area and removing spoil up to a distance of 50 m outside the periphery of the area cleared as per direction including all lead, lifts cutting instrument, labours etc. complete in all respect. (i) For PWBB area			Per Sq.M	
		60,000 Sq.M	1.10		66,000.00
	(ii) For NHBQ area	8,000 Sq.M	1.10	1	8,800.00
2. Weed control treatment with ISI Marked Eco- Chemical viz, Round up/2-4D/ glycol or any other a brand weed control chemical having dosing concentration 10 ml/litre of water. (i) For PWBB area		60,000 Sq.M	1.40	Per Sq.M	84,000.00
	(ii) For NHBQ area	8,000 Sq.M	1.40	1	11,200.00

BILL OF QUANTITIES

TOTAL Rs.1,70,000.00

1)% above par

(in figures)

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(in words)

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(+) `

2) At par	
3)% below (in figures)	(-) `
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(in words)	
Total amount in words: Rupees	
Note: - [The prices quoted shall be including all statutory levies	
Time of Completion : <b>01(One) Year</b> Signature of the Tenderer(s) :	
Name and address of the Tenderer(s):	
Class of registration at Ko.P.T & details	
of Standing Security Deposit.	•••••••••••••••••••••••••••••••••••••••
e	
Valid GST Registration No. : Tender opening officer : i) ii)	
Whether the tenderer is covered under E.S.I. Act or not :	YES / NO
List of documents submitted in connection with E.S.I. Act :	i) ii) iii)

### THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

# FORM OF TENDER

No.: NIT/	Dated:
То	
I/We	
of	

having examined the site of works, read the Specifications, Conditions of Contract and Conditions of Quotation, hereby quote and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, Conditions of Contract by the Trustees and at the rates & prices set out in the annexed Bill of Quantities within 30 (Thirty) days from the date of order to commence the work and in the event of our quotation being accepted. I/We hereby agree that the said Specifications, Bill of Quantities, Conditions of Contract and the Quotation, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the contract.

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

Signature of Bidder (Seal of the Bidder)

Witness :	
signature	

(In Block Letters

Name of the Bidder:

Name ____

Address:

Address:

Occupation:

Dated:

#### <u>NIT NO. CT /NIT/2017-18/ 12</u> Dated: 13.02.2018

The following documents are enclosed in the sealed envelope containing our tender in connection with the above NIT. The original of the documents would be shown for verification as and when requested.

- 1. Cost of tender document (if required).
- 2. Treasury Receipt, Bankers cheque in original for Earnest money / Copy of Treasury receipt issued against Permanent Security Deposit.(if required)
- 3. Proof of experience and tum over as per pre-qualification criteria.
- 4. ESI Registration certificate.
- 5. EPF Registration certificate.
- 6. The GST Registration certificate.
- 7. PAN Certificate.
- 8. Copy of Labour Licence (if applicable).
- 9. Copy of valid Trade Licence.
- 10. Copy of Professional tax clearance certificate / upto date challan.

Enclo : As above.

Yours faithfully,

(Signature of the Tenderer).