



KOLKATA PORT TRUST

Hydraulic Study Department

20, Garden Reach Road,

Kolkata -700043

Phone : + 91-33-2409-3031/ 2409-3032

Fax : + 91-33-2409-3036

Website: www.kolkataporttrust.gov.in

WORK TITLE: Tender Notice for “Engagement of twelve (12) unskilled labours & four (04) semi-skilled labours per day for a period of two years for different outstations (Haldia, Sagar, Frasergunj, Dadanpatra, Berhampore & Swarupgunj) under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT)”

E-Tender in two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from eligible contractors with sound financial capacity and proven track records in the field as per Pre-qualification criteria as stipulated in Tender Document for the above work. Bid Document may be seen from CPP portal of Govt. of India and website of Kolkata Port Trust. Corrigendum, Clarifications, Addendum, if any, shall be hoisted on the above mentioned websites only.

Bidders will have to participate in bidding process through NIC’s CPP portal for e-procurement-GePNIC www.eprocure.gov.in only. The last date of submission of online bids is 27-11-2018. For further details please visit www.eprocure.gov.in.

(D. Guha)

Chief Hydraulic Engineer (I/C)

SCHEDULE OF TENDER (SOT)

a. TENDER NO.	Hyd/2099.VI/917 Dt. 23.10.2018
b. MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through www.eprocure.gov.in The intending bidders are required to submit their offer electronically through e-tendering portal. No physical offer (hard copy) is acceptable by KOLKATA PORT TRUST.
c. Availability of NIT in KoPT website	From 25-10-2018 to 27-11-2018 (Upto 14.00 hours)
d. Offline Pre-Bid Meeting date & Time	The Pre-Bid Meeting will be held on 13.11.2018 at 12:00 hrs. at Hydraulic Study Department, Kolkata Port Trust, 20 Garden reach Road, Kolkata – 700 043.
e. Pre–Bid Meeting closing date & Time	On 13.11.2018 at 15.00 hrs
f. i) Estimated Cost Of Work ii) Earnest Money Deposit iii) Cost of Tender	Rs. 55,40,000.00 (Rupees Fifty Five Lakh Forty Thousand) only excluding statutory taxes (GST). The intending bidders should submit Earnest Money of Rs. 56,000.00 (Rupees Fifty Six Thousand) only in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender. The intending bidders should submit the tender cost of Rs. 590/- (Rupees Five Hundred Ninety Only) including GST (non-refundable) separately to Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be

iv) Last date of uploading of EMD and Tender Documents fee through Demand Draft /Pay order in favour of Kolkata Port Trust.	submitted within 3 days from the closing of online submission of tender. 27-11-2018 (at 14:00 hours)
g. Last date of submission of EMD & Bid Document fee at Kolkata Port Trust	30-11-2018 upto 14.00 Hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata-700043
h. Date of Starting of online e-tender for submission of Techno-Commercial Bid and Price Bid at www.eprocure.gov.in	16-11-2018 (From 12.00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	27-11-2018 (Up to 14:00 hours)
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II (i.e. Price Bid) will be informed separately	28-11-2018 (at 15:00 hours) In case of General strike / Bandh or unprecedented cease work, the time of opening of the bids will be automatically extended to 15:00 hours of the next working day of KoPT.

List of Annexures

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

IMPORTANT INSTRUCTIONS FOR E-TENDER

1. Tender document can be viewed and downloaded from Kolkata Port Trust website www.kolkataporttrust.gov.in and NIC's CPP Portal for e-Procurement-GePNIC www.eprocure.gov.in . The bid is to be submitted online only on NIC's CPP Portal for e-Procurement-GePNIC (www.eprocure.gov.in) up to last date and time of submission of bids. Sale of hard copy of tender document is not applicable.
2. 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 CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:
 - Bidders Manual Kit
 - Help for Contractors
 - FAQ
3. The tenderer shall upload the scanned copy of the Pay Order / Demand Draft instruments towards the cost of EMD and bid documents set as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
4. The EMD and cost of bidding documents shall be submitted in the form of Pay Orders (PO) / Demand Drafts (DD) drawn in favour of "Kolkata Port Trust" on any nationalized/ scheduled bank having branch in Kolkata and payable at Kolkata.
5. The Tenderer who is exempted for payment of EMD and cost of bidding documents from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
6. The Pay Order /Demand Draft instruments for EMD and cost of bidding document in original / Notarized Copy of Exemption Certificate as mentioned above shall be forwarded to O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043, by 30-11-2018. Mere uploading of proof of PO/DD towards EMD and cost of bid documents in the e-procurement portal and non submission in original to the above mentioned address may lead to technical disqualification of bids.
7. The offer (both Techno-Commercial & Price) must be valid at least 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
8. The bidders' queries, if any, will be clarified through NIC's CPP Portal for e-Procurement (GePNIC) after completion of the scheduled offline pre-bid meeting as mentioned in the tender document.
9. Kolkata Port Trust (KoPT) has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

10. The Employer/Board do not bind themselves to accept the lowest or any tender and to reject any tender without assigning any reason there for.
- 11.If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

Contact Persons (Kolkata Port Trust):

1. Shri Pranab Das, Executive Enineer
Email: pranab.das@kolkataporttrust.gov.in
2. Shri Sachin Yadav, Executive Engineer
Email: sachin.yadav@kolkataporttrust.gov.in

Contact persons (CPP Portal) :

1. Shri Nazmush – Mob. 9563251950
E-mail : webhelpdesk@gmail.com
See CPP Portal for contact details.

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 evaluation of bids also.
2	Due date of submission of tender will not be extended under any situation.
3	The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract (available in KoPT website→ Rules & Regulations→ Non-service Regulations), Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
4	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 Special 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 Hydraulic Engineer, KOLKATA PORT TRUST, thereon shall be final and binding upon all parties.
5	The Trustees also reserve the right to obtain revised commercial bid to the extent and in areas required from the technically acceptable bidders before opening of the price bids.
6	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.
7	The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.
8	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.
9	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 etc. before submission of the e-tender. He may contact the Chief Hydraulic Engineer or his authorized representative at his office at 20, Garden Reach 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.

- 10 **VALIDITY :**
The tender shall remain open for acceptance for a period of **120 days** 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.
- 11 During techno-Commercial Evaluation, i.e. evaluation of Part-I tender, an offer shall be considered non-responsive in case it :-
- (i) is not accompanied by requisite earnest money,
 - (ii) is not accompanied by requisite tender cost,
 - (iii) validity of the offer is less than tender stipulation,
 - (iv) it does not meet the Qualification Criteria as stipulated in the NIT.
 - (v) the bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely / offer or tender if submitted with any deviation from the tender terms & conditions.
 - (vi) if the tender is conditional.
 - (vii) if all the documents required as per NIT are not uploaded.

In addition to above, a bidder may be disqualified if —

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delay in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

- 12 Performance Bank Guarantee (PBG): As per Tender document, Annexure –C
- 13 In the event of the successful bidder failing to execute the order during the stipulated contract period without sufficient reasons acceptable to the Trustees, the Performance Bank Guarantee (PBG) may be forfeited and the order be cancelled at the option of the Trustees’.
- 14 The bidder shall quote his price as per the Bill of Quantities in the Price bid.
- 15 The Bidder shall state clearly his quoted rates both in figure & word.

- 16 Price(s) to be quoted should remain firm over the contract period.
- 17 All taxes & duties are deemed to be included in the quoted rate except **GST** as applicable.
- 18 EVALUATION CRITERIA: As mentioned in the BOQ.
- 19 PAYMENT: As per Tender document, Annexure -C.
- 20 Location: As per Tender document.
- 21 Time of Completion: As per Tender document. Annexure -C.
- 22 JURISDICTION OF COURT :
The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- 23 Micro & Small Enterprises (MSEs) registered with NSIC
- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs or DIC's(DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) If Micro & Small Enterprises (MSEs) registered with NSIC 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.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
- 24 EARNEST MONEY : Rs. 56,000/- (Rupees Fifty Six Thousand) Only
- 25 BID DOCUMENT FEE : **Rs. 590/- (Rupees Five Hundred Ninety Only)** including GST
E-Tenderers submitted without requisite Earnest Money and bid document fee are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for items for which the tender is invited.
- 26 EMD and Bid document fee to be submitted physically within 3 days from the closing of online submission of tender, i.e. by 30-11-2018, in an envelope marking **EMD & Bid document fee** superscribing the e-tender number on the envelope at O/o the Chief Hydraulic Engineer, Hydraulic Study Department (HSD),Kolkata Port Trust, 20, Garden Reach Road, Kolkata- 700043.

NOTICE INVITING TENDER

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at Kolkata Port Trust.

Name of work	:	“Engagement of twelve (12) unskilled labours & four (04) semi-skilled labours for a period of two years for different outstations (Haldia, Sagar, Frasergunj, Dadanpatra, Berhampore & Swarupgunj) under Hydraulic Study Department (HSD) of Kolkata Port Trust (KoPT)”
Estimated Cost	:	Rs. 55,40,000.00 (Rupees Fifty Five Lakh Forty Thousand) only excluding statutory taxes (GST).
Period Of Execution	:	Two years from the date of acceptance of work order
Earnest Money	:	Rs. 56,000/- (Rupees Fifty Six Thousand) Only
Period of Download of E-Tender (Both Days Inclusive)	:	25-10-2018 to 27-11-2018 (UPTO 14:00 HRS.) (Bid document will be available on Kolkata Port Trust website www.kolkataporttrust.gov.in and NIC’s CPP Portal for e-Procurement-GePNIC www.eprocure.gov.in Bidders will have to participate in bidding process through www.eprocure.gov.in only.
Date and Time for pre-bid meeting (offline)	:	The Pre-Bid Meeting will be held on 13.11.2018 at 12:00 hrs at Hydraulic Study Department, Kolkata Port Trust, 20 Garden Reach Road, Kolkata – 700 043. The decision/ amendment/ clarification, if any, made in the pre-bid meeting will be published in the website which will be the integral part of the tender and will be binding to all bidders and contractor.
Last date of submission of online e-tender (Techno-Commercial Bid & Price Bid)	:	27-11-2018 Submission Up to 14:00 hrs.
Cost of Tender Document (Non-refundable)	:	Rs. 590/- (Rupees Five Hundred Ninety Only) including GST

➤ Contact Person / Dealing Officer	:	1. Shri Pranab Das, Executive Engineer Email: pranab.das@kolkataporttrust.gov.in 2. Shri Sachin Yadav, Executive Engineer Email: sachin.yadav@kolkataporttrust.gov.in
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Details of the Tender & Tender Documents are available in web site of Kolkata Port Trust www.kolkataporttrust.gov.in and of NIC's CPP Portal for e-Procurement-GePNIC www.eprocure.gov.in and bidders have to participate in bidding process through www.eprocure.gov.in only.

PRE-QUALIFICATION CRITERIA

The prequalification criteria will be as follows:

1. Quotations in two-part system i.e. i) Techno-Commercial Bid with EMD of **Rs. 56,000.00 (Rupees Fifty Six Thousand) only** and ii) Price Bid are invited from eligible contractors with sound financial capacity and proven track records in the field of manpower related works contract. The following points must be satisfied by the prospective bidders for eligibility criteria:
 - A. Average turnover during the last 3 years ending 31st March of the previous financial years should be at least Rs.8.31 Lakh /-(Rupees Eight Lakh Thirty One Thousand Only).
 - B. Experience of having successfully completed such type of work during the last 7 years (Seven years) ending last day of month previous to the one in which NIT is invited should be either of the following:
 - a) 3 (Three) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 11.08 Lakh/- in each occasion or
 - b) 2 (Two) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 13.85 Lakh/- in each occasion, or
 - c) 1 (One) similar satisfactorily completed such type of work costing not less than the amount equal to Rs. 22.16 Lakh/-

In regard to this Pre-qualification Criteria, the work for which unskilled / semi-skilled / skilled/ Highly skilled man power provided for a period not less than one year will be considered as completed similar work.

2. Work experience as a sub contractor **shall not be** considered as the requisite qualification.
3. Documents 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 above mentioned pre-qualification criteria will be considered as credential of completed works.

The bidder is required to upload the scanned copy of the documents for complying the above mentioned criteria as part of its Techno-commercial bid, failing which their bid will be rejected.

4. Scan copy of the following documents (as applicable) are to be uploaded:-

- i) Valid Trade Licence.
- ii) Valid Professional Tax Clearance. Certificate/ up to date tax payment challan.
- iii) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- iv) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- v) 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.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. **2015-2016, 2016-2017 and 2017-2018**) and the same should be audited as per relevant norms wherever required.
- vii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- viii) Certified copies of PAN Card.
- ix) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- x) Undertaking stating that "I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- xi) Goods and Service Tax (GST) Registration Certificate.
- xii) Form A duly filled in.
- xiii) 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.
- xiv) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.

SCOPE OF WORK

1. The selected agency will have to provide un-skilled and semi-skilled labour at different locations of Hydraulic Study Department for 7840 & 2920 man-days respectively or two years from award of contract, whichever is earlier. The deployment pattern of labourer vis a vis the purpose of deployment is given below in tabular form.

Category	Station name	Purpose	No.of labourer	No. of working days in year	No. of operational man day in two year	Category wise total man-days for two years
Semiskilled	Haldia, Sagar, Fraserganj and Dadanpatra	Cooking	4	365	$4 \times 365 \times 2 = 2920$	2920
Unskilled	Haldia, Sagar, Fraserganj and Dadanpatra	Servant/ Sweeper	8	365	$8 \times 365 \times 2 = 5840$	7840
Unskilled	Baharampur and Swarupgunj	Sweeper/ Cleaner	4	250	$4 \times 250 \times 2 = 2000$	

2. The semiskilled labour to be deployed for cooking will have to cook / prepare/serve food for the officials posted at the respective stations / guests to the station as per instruction of station in-charge/official. Washing of utensils and marketing of groceries/ vegetables etc for cooking purpose are also to be done by the cook. The cost of marketed items will be paid by the station officials.
3. The unskilled labour to be deployed will have to perform the following works at the stations of HSD at Haldia, Sagar, Fraserganj, Dadanpatra and HSFO (Berhampore & Swarupgunj)
 - Housekeeping & cleaning of Office buildings/chambers/premises/toilets etc.
 - Upkeepment i.e. regular and proper cleaning of all furniture/fixtures and other office records/articles kept in the office/work station
 - Proper placement of computers, water decanters, water bottles, utensils and other items of daily use in an organized manner in the office/work places.
 - Dusting and cleaning of office records on regular intervals.

- Charging heavy duty batteries and their upkeepment.
 - Assisting station official for discharging their works , in the manner, such as carrying tools/ files /instruments etc
 - In addition Carrying out similar jobs as directed by the officials of the respective station, which may crop up in due course.
4. The maximum number of operations and days of operation for each station are mentioned below:
- The maximum number of operation (one labour-day) for Un-Skilled operations is 5840 and for Semi-Skilled operations is 2920 spanning over a time period of 2(two) years at each HSD outstations (Haldia, Sagar, Frasergunj & Dadanpatra)
 - The maximum number of operation (one labor-day) for Un-Skilled operations is 2000 spanning over a time period of 2(two) years at each offices/laboratories of HSFO (Berhampore & Swarupgunj)
 - Two un-skilled labour to be provided at each of the outstations of HSD at Haldia, Sagar, Frasergunj & Dadanpatra will have to perform the duty of servant & sweeper . The deployment is required for seven days in a week. Their duty hours will be 8 hours a day. At least one weekly off day is to be allowed to each deployed labour. For the weekly off day, replacement of un-skilled labour is to be provided by the contractor.
 - The semi-skilled labour will perform the duty of cook at each HSD outstations (Haldia, Sagar, Frasergunj & Dadanpatra). The duty hours of cook will be 8 hours a day & duty will be spread-over 12 hours a day. At least one weekly off day is to be allowed to each deployed labour. For the weekly off day, replacement of semi-skilled labour is to be provided by the contractor.
 - Two un-skilled labour to be provided to each of the offices/laboratories of HSFO at (Baharampur and Swarupgaunj) will have to perform the duty of servant & sweeper. The deployment is required for all working days in a week. Generally there is five working days (Monday to Friday) excepting holidays. Their duty hours will be 8 hours a day. At least one weekly off day is to be allowed to each deployed labour. For the weekly off day, replacement of un-skilled labour is to be provided by the contractor.
 - The operations will be performed under the guidance of the respective departmental/sectional officials. The quality of the service rendered shall be to the satisfaction of the supervising officials. The reporting time of every labour will be fixed/altered by the respective station official.

INSTRUCTION / FEATURES TO BE NOTED BY THE BIDDERS

Validity of offers

The e-tender shall remain valid for a period of 120 (one hundred and twenty) days from the last date of online submission of Bids.

Earnest Money Deposit (EMD)

Earnest money of **Rs. 56,000 (Rupees Fifty Six Thousand)** only in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.

The Earnest Money will be released to the unsuccessful/ disqualified bidders without any interest immediately after finalization of the tender. The EMD of the successful bidder will be released after submission of performance security bond.

Tender Document Fees

The intending bidders should submit the tender cost of **Rs. 590/- (Rupees Five Hundred Ninety Only)** including GST (non-refundable) separately to Kolkata Port Trust, otherwise their offer will be summarily rejected. Pay Orders (PO) / Demand Drafts (DD) should be drawn in favour of “Kolkata Port Trust” on any nationalized/ scheduled bank having branch in Kolkata. The original Pay Order or Demand Draft shall be submitted within 3 days from the closing of online submission of tender.

Evaluation of the Tender

Bids will be evaluated on the basis of pre-qualification criteria and subsequently by the total profit calculated based on fixed profit margin quoted by the bidders, under BOQ of Price Bid. During the course of examination of Techno–Commercial bids, the bidders, if asked for, shall produce the original documents or any additional documents. The price bids of those bidders who meet the qualifying criteria of NIT shall be opened.

During Techno–Commercial Evaluation, i.e. evaluation of tender, an offer shall be considered nonresponsive in case:-

- (i) Is not received by the proposed Due Date and Time.
- (ii) Is not Digitally Signed.
- (iii) Is not accompanied by requisite earnest money (wherever applicable).
- (iv) Is not accompanied by requisite tender cost
- (v) Validity of the offer is less than tender stipulation
- (vi) It does not meet the Qualification Criteria as stipulated in the NIT
- (vii) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely.
- (viii) It does not provide the information in reasonable detail. The Kolkata Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
- (ix) Requisite documents as per NIT are not uploaded.

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

- a) The bidder provides misleading or false information in the statements and documents submitted
- b) In case of record of any 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 Kolkata Port Trust in this regard shall be final and binding on the bidder.

The Kolkata Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Kolkata Port Trust in respect of such Tenders.

The Kolkata Port Trust would have the right to review the Techno-commercial Qualification and seek clarifications including original documents wherever necessary.

The Fax/E-Mail offers will be treated as defective, invalid and shall be rejected. Only detailed complete offers received online through NIC's CPP Portal for e-Procurement (GePNIC) prior to closing time and date of the tender will be taken as valid.

Documentary proof such as copy of Notarized or self attested work order/agreement and completion certificate for the technical experience, **should be produced by the successful bidder in original documents for verification by the Chief Hydraulic Engineer or his representative at the stage of Evaluation or as and when required before finalizing the tender** and also audited balance sheets, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting eligibility criteria as uploaded under tender document - technical bid link through e-procurement mode. The price bids of those firms who do not meet the eligibility criteria will not be opened and EMD will be returned to the disqualified bidders. The date and time will be intimated to bidders later, whose offers are found to be suitable and Price bid of such bidders will be opened on the specified date and time.

The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to reject any tender without assigning any reason therefore.

Price evaluation will be made as mentioned below:

Suppose, the fixed profit margin quoted by the bidder for one unskilled labour is Rs. 200/- and for one semi skilled labour is Rs. 300/-

For this tender, total no. of unskilled and total no of semiskilled labour –days (operations) to be supplied are 7840 and 2920 respectively.

So, the evaluated price will be = Rs. $(200 \times 7840 + 300 \times 2920) = 1568000 + 876000 =$
Rs. 24,44,000.00

Price Quote by the Bidder

The contractor has to pay Minimum Wages + EPF Contribution+ ESI Contribution + Bonus (if applicable, payable as per Payment of Bonus [Amendment] Act, 2015) + all statutory charges as applicable under the law to “un-skilled” & “semi-skilled” labours for this tender. The minimum wages and other statutory payments will be based on the rates issued by competent authority from time to time. The minimum wages as decided by Central or State Government will be adopted, whichever is higher. The profit margin of the contractor will, however, remain fixed during the contractual period which will be quoted by the contractor. If any revision in Minimum wages (increase/ decrease) or fresh statutory charges or enhanced rate of EPF/ESI contribution are required to be paid by the contractor, KoPT will pay the actual amount only, and no profit will be allowed on this account. No other escalation in any account is admissible during the tenure of contract.

The contractor is required to quote their all inclusive fixed profit margin for per operation basis (for one labour-day) for each category of labour i.e. ‘semiskilled’ and ‘unskilled’ considering compliance of relevant labour laws which will inter-alia include EPF, ESI, Bonus (if applicable)etc.

The rate of ESI & EPF contribution (employer’s contribution) at the time of publication of the instant NIT is considered as mentioned below:

Rate of ESI contribution: 4.75% of the wages payable in respect of the employees in every wage period

Rate of EPF contribution: 12% of the wages plus administrative charges payable in respect of the employees in every wage period.

The above mentioned rates of ESI and EPF contribution will be considered as base rate for calculation of future escalation of that rate, if any. Bonus (if applicable, payable as per Payment of Bonus [Amendment] Act, 2015) will be paid by contractor and will not be reimbursed by KoPT.

Example for Payment to be made to the Contractor by KoPT.

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

Say Minimum Un-skilled Wages at the time of publishing of tender is Rs. 100/- per day, EPF Contribution is 15% over minimum wages & ESI Contribution is 5 % over minimum wages. The contractor has quoted fixed profit margin Rs.35/- per operation (one labour day), considering compliance of relevant labour laws which will inter-alia include EPF, ESI, Bonus (if applicable) etc.

The contractor’s profit, thus, becomes Rs. 35/- (fixed during the entire contractual period) for supply of every unskilled labour (i.e. one operation). From this Rs.35 /- the contractor will have to make all payments for compliance of relevant labour laws which will inter-alia include EPF, ESI, Bonus (if applicable)etc. other than payment of wage.

Case-1

No change in Minimum wages or any statutory payment

In this case KoPT will pay to contractor = $100 + 35 = \text{Rs. } 135/-$ for every deployment of unskilled labour for giving minimum wages to the labour and compliance of all relevant labour laws as stated above.

Case-2

Change in Minimum wages and No change in any statutory payment

Suppose the minimum wages is changed in subsequent period, the change in KoPTs payment amount is defined in two cases 'a' & 'b' below:

- a. Suppose after wards the minimum wages for the unskilled labour is increased to Rs. 110 from Rs. 100 for a subsequent month , for that month the contractor will be paid Rs. 147/- , i.e. $(\text{Rs. } 110 + \text{Rs. } 35/- + \text{Rs. } 2^*)$.
- b. Suppose in a month the minimum wages decreased to Rs. 90/-, then the contractor will be paid Rs.123/- i.e. $(\text{Rs. } 90.00 + \text{Rs. } 35.00 - \text{Rs. } 2.00^*)$

* Change in payment of actual amount towards ESI & EPF contribution due to change (increase/ decrease) of minimum wages.

In both the above cases 'a' & 'b' the contractor will have to pay the minimum wages and comply all relevant labour laws which will inter-alia include PF, ESI, Bonus (if applicable)etc.

Case-3

Change in Minimum wages and change in statutory payment

Suppose after wards the minimum wages for the unskilled labour is increased to Rs. 120 from Rs. 100 (min wage at the time of publishing NIT) for a subsequent month and ESI and EPF contribution changed to 18% and 7% respectively and another new statutory payment of 5% is introduced by Govt of India , for that month the contractor will be paid per unskilled labour as follows:

Payment to contractor: Rs. 120.00 (min wages) + Rs. 35.00 (fixed profit) + Rs.16.00** (** change in statutory payment for change in subscription to ESI and EPF and introduction of new statutory payment) i.e. the contractor will be paid Rs. 171.00 per unskilled labour for one day.

In all the cases above the GST would be paid extra as per the extant rate.

PRICE BID (BOQ) – Price Schedule

Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

The contractor is required to quote their all inclusive fixed profit margin for per operation basis (for one labour-day) for each category of labour i.e. 'semiskilled' and 'unskilled' considering compliance of relevant labour laws which will inter-alia include EPF, ESI, Bonus (if applicable, payable as per Payment of Bonus [Amendment] Act, 2015) etc in respect of the subject work taking into account all possible revisions of rates of Minimum Wages during the tenure of the contract, as per the Orders of Ministry of Labour & Employment, Govt. of India or State Government, whichever is higher, published from time to time, for 'Semi-Skilled' and 'Un-Skilled' labours for the contractual period and any other expenses / tools, for engaging such operators.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through NIC's CPP Portal for e-Procurement (GePNIC) mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender as the financial bid. If the BOQ file is found modified by the bidder, then his bid will be rejected.

SPECIAL CONDITIONS OF CONTRACT

Time of Completion of the Work

The time of completion for the work shall be two years from the date of acceptance of the Work Order **OR** expiry of maximum number of operations (7840 Un-Skilled & 2920 Semi-Skilled operations), whichever is achieved earlier.

Location

The locations of stations of HSD where labourer are to be engaged are geographically mentioned below:

- i. VTMS Station at Haldia – HDC Complex, Haldia Township, Dist: Purab Medinapur- 721607
- ii. VTMS Station at Sagar – Sagar Light House Campus, Village: Beguakhali, P.S: Sagar Costal, Dist: 24 Parganas (S) – 743373
- iii. VTMS Station at Frasergunj – Village: Amarabati, P.S – Frasergunj Costal, Dist: 24 Parganas (S) – 743357
- iv. VTMS Station at Dadanpatra – Village: Dadanpatra Bar, P.S – Mandarmoni Costal – Dist: Purab Medinapur – 721455
- v. HSFO Office at Berhampore- Hydraulic Study Field Organisation, 3 Netaji Subash Road, P.O. Berhampore, Dist: Murshidabad -742101
- vi. HSFO Office at Swarupgunj – Discharge Measuring Station, P.O Swarupgunj, Dist: Nadia -741315

Tax laws

a.Change in law clause

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

b.General Terms & Conditions

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier / Service Provider agrees to comply with all applicable GST laws including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate

transaction details, as required by GST laws are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payment to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time 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.

- 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.
- 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 as particular year before September of the succeeding Financial Year.
- The purchase order / work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

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 of Kolkata Port Trust.

Measurement of work

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

Operation Date	Day	Time		Signature of operator	Signature of Departmental Official
		In	Out		

(28, 29, 30 or 31 rows like this)

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

Payment to the labourer and statutory payments by the Contractor

Contractor is required to pay wages/remuneration (complying minimum wages as per labour law) for every month to his labour's engaged as per this contract within 7th day of the following month by NEFT/RTGS/ECS/Cheque or directly in the Bank Accounts of the said deployed labourers so that it is credited within 7th day of the following month. The statutory payment is to be made by the contractor towards ESI, EPF etc complying labor laws. If required, the contractor shall have to arrange in opening bank accounts for his all the labourers.

Mode of Billing and Payment:

The monthly bills of the contractor in triplicate, to be submitted to Kolkata Port Trust, must be accompanied by documentary proof as mentioned below:

- (i) The copy of documents / challans showing contractor's contribution deposited during previous months on account of EPF and ESI
- (ii) The number of labourers employed by him (List by name)
- (iii) Bonus (if applicable during entire contractual period),
- (iv) Self Attested copy of bank statement showing disbursement of wages/remuneration to the labourers for the month for which bill is raised.
- (v) Copies of monthly attendance sheets of Un-skilled and Semi-skilled labourer(s) duly signed by authorized officer of KoPT copy of Work Order
- (vi) Copy of PAN
- (vii) Copy of GST Registration Number.
- (viii) Online payment particulars of contractor have to be provided along with the bills as per ECS/NEFT/RTGS mode(s) of payment. No other request for any other form of payment will be entertained.

Agreement

The successful bidder shall submit FORM OF AGREEMENT [as in General Conditions of Contract (GCC) of KoPT] in a non-judicial stamp paper of appropriate value, within 15(fifteen) days from receiving of the Work Order.

The cost of stamping Agreement must be borne by the successful Bidder.

Performance Bank Guarantee (PBG)

A performance security bond of Rs. 5,54,000/- (10% estimated value) is to be submitted by successful bidder in the form of Performance Bank Guarantee (PBG) as per the proforma mentioned in the General Conditions of Contract (GCC) of KoPT, from any nationalised bank on branch at Kolkata, for a period of two years and claim period of further three months before submission of 1st bill to KoPT. The entire performance Bank Guarantee will be released after satisfactory completion of two year contract period. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor. In case of non-fulfillment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.

The format of bank guarantee is available on KoPT website under the General Conditions of Contract (available in KoPT website→ Rules & Regulations→ Non-service Regulations).

Risk Purchase Clause

In case of refusal or discontinuance of providing service by the contractor during the entire contractual period, the contractor will be liable to reimburse the cost to Ko. P.T. as may be necessary for carrying out the engagement of laborer as per the contract as mentioned in the NIT . KoPT reserve the right to take appropriate action against defaulted contractor

Form - A

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

Authorised
Signatory
(Company Seal)

THE BOARD OF TRUSTEES FOR THE PORT KOLKATA

FORM OF AGREEMENT

THIS AGREEMENT made this Day of201....between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives or successors in office) of the other part. WHEREAS the Trustees are desirous that certain Works should be executed/ constructed, viz..... and have accepted a Tender/offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSTH as follows :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be _ read and construed as part of this Agreement viz.
 - (a) The said Tender/offer & the acceptance of tender /offer.
 - (b) The General Conditions of Contract.
 - (c) Special Conditions of Contract (if any).
 - (d) The Conditions of Tender.
 - (e) The Specification.
 - (f) The Bill of Quantities.
 - (g) The Trustees’ Schedule of Rates and Price (if any)
 - (h) All correspondence by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Trustees to execute, construct, complete and maintain the work in conformity in all respects with the provisions of the Contract.
4. The Trustees hereby covenants to pay to the Contractor in consideration of such execution, construction, completion and maintenance of the Works the Contract Prices at the times and in the manner prescribed by the Contract.

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

The Seal of
.....
...

.....
.....
was hereunto affixed in the presence of :

Name :.....
Address:.....
.....
.....
.....

OR
SIGNED SEALED AND DELIVERED

By the said
.....
...

In the presence of :

Name :
.....
.....
Address
.....
.....

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :
.....
Address :
.....
...

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch, as the case may be, of any nationalized Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer/Legal Adviser; of the Trustees.

To
The Board of Trustees
For the Port of Kolkata.

BANK GUARANTEE NO.
DATE.....

Name of Issuing Bank
.....
Name of Branch
.....
Address :
.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate – duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963) , having; agreed to exempt Shri/Messrs

....., a Proprietary / Partnership/Limited/Registered
Company, having its Registered Office at
.....

(hereinafter referred to as he Contractor”) from cash payment of Security Deposit/payment of Security Deposit through deduction from the Contractors’ bills under the terms and conditions of a contract made between the Trustees and the Contractor for
.....(write the name of the work as (per Work Order) in terms of the Work Order No

. Dated..... (hereinafter referred to as “the said contract”) for the due fulfillment by the; contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.(Rupees
.....)

we,.....Branch, Kolkata
...../Haldia, do on the advise of the contractor, hereby undertake to indemnity the Trustees to the extent of the said sum of Rs.(Rupees
.....) We,

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

.....Branch, Kolkata

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

2. We, Branch, Kolkata/Haldia further agree that a mere demand by the Trustees at anytime and in the manner aforesaid is sufficient for us Branch , Kolkata/Haldia to pay the amount covered by this Bank Guarantee in full and in; the manner aforesaid and within the time aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court can be valid ground for us, Branch Kolkata/Haldia to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Branch, Kolkata

/Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and / or discharged in full and / or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of

day of200 And subject all so that the provision that the trustees shall have no right to demand payment against this guarantee against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period uptoor any extension thereof made by us,.....Branch, Kolkata / Haldia in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

of the said contract including fulfilling all obligations under the said contract or to extend the time full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time

to time any of the powers exercisable by the Trustees against the contract and to forebear or enforce any of terms and conditions relating to the said contract and We,.....

.....Branch, Kolkata/Haldia shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such manner or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving us, Branch, Kolkata/Haldia.

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

SIGNATURE
NAME

.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH

.....

KOLKATA...../HALDIA

(OFFICE SEAL OF THE BANK)

Annexure –D

Scan copy of the following documents (as applicable) are to be uploaded:-

- i) Valid Trade Licence.
- ii) Valid Professional Tax Clearance. Certificate/ up to date tax payment challan.
- iii) Proof of processing valid Employees' Provident Fund (EPF) Account. PF Registration Certificate.
- iv) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- v) 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.
- vi) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (**i.e. 2015-2016, 2016-2017 and 2017-2018**) **and the same should be audited as per relevant norms wherever required.**
- vii) Addendum/ Corrigendum/ Notice/ Extension Notice issued and drawings (if any) duly signed by the Bidder under office seal.
- viii) Certified copies of PAN Card.
- ix) Bank Draft/ Pay order etc. regarding EMD & Bid document fee/ NSIC Registration Certificate.
- x) Undertaking stating that "I/ We do hereby declare that I/ We have fully read and understood the entire Tender document, GCC and Addenda/ Corrigendum, if any, downloaded from the instant e-tender (and no other source), and will comply to the said document, GCC and Addenda/ Corrigendum, if any"
- xi) Goods and Service Tax (GST) Registration Certificate.
- xii) Form A duly filled in.
- xiii) 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.
- xiv) Self declaration of the proprietor/ partner(s)/ authorised signatory of the bidding firm (in the case of proprietorship firm/ partnership firm/ limited company, as the case may be) that the bidder is / are not associated with any other firm bidding for the same work.

Annexure –E

SAMPLE BOQ

Sl. No.	Item description	Quantity	Units	Fixed profit margin over minimum wages considering compliance of relevant labour laws which will include PF, ESI. Bonus (if applicable) etc on per operation (one labour day) (to be quoted by bidder)	Total profit of contractor including statutory payments for compliance of labour law (Evaluated price) Rs. P	Total amount in words
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Supply of semi-skilled labour on per operation basis for 2920 operations - day, @ one operation per day for each at Haldia, Sagar, Frasergunj, Dadanpatra	2920	Nos	# (to be entered by bidder) will be used for evaluation	# (by calculation, System generated)	# (by calculation, System generated)
2.	Supply of un-skilled labour on per operation basis for 7840 operations -day, @ two operation per day for each at Haldia, Sagar, Frasergunj, Dadanpatra, Baharampur and Swarupgunj	7840	Nos	# (to be entered by bidder) will be used for evaluation	# (by calculation, System generated)	# (by calculation, System generated)
3.	Total profit :			Σ (by Calculation, System generated)		

Note: The above BOQ format is demonstrative only. No price indication should be given here otherwise bid will be rejected.

Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only.