



Syama Prasad Mookerjee Port, Kolkata
FINANCE Department



e- Tender for Upkeepment and Other services to Finance Department

TENDER NO. : FIN/T/3

Dated 08.02.2021

Notice Inviting Tender

E-tenders are invited from the bona fide, resourceful and experienced contractors for Upkeepment and other services as per requirement of Finance Department. In accordance with the General Conditions of Contract, Special Conditions of contract, General Instructions to Bidder etc. **for a period of 3 (Three) years:-**

SCHEDULE OF TENDER

1.	TENDER NO.	FIN/T/2 Dated 08.02.2021.
2.	Estimated Cost	Rs 1,69,37,000.00
3.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through https://kopt.enivida.in of Railtel. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Syama Prasad Mookerjee Port, Kolkata.
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT&Railtel websites.	10 / 02 / 2021
5.	Date of NIT available to the Vendors for downloading	10 / 02 / 2021 to 03/03/2021
6.	Date of Offline Pre-Bid meeting	24/ 02 / 2021 at 12 P.M.
7.	Earnest Money Deposit	Not required. Only 'Bid Security Declaration' as detailed below to be submitted.
8.	Tender Cost	For MSME registered and DIC Certificate holding tenderers : Nil For others : "Tender Cost" of Rs. 1,500/- plus GST (Rupees One thousand five hundred only) may be remitted at least three days before the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT /



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		RTGS to Syama Prasad Mookerjee Port, Kolkata Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270 Please furnish the following details to while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: UTR No.: Name of the Tendering Dept.: Finance Department, KDS, KoPT.
9.	Last date of submission of Tender Cost to KoPT.	03/ 03/ 2021 up to 14.00 Hrs.
a)	The vendors shall enter the Tender Cost details by using the “Tender Cost” Link under “My Menu” in the vendor login. The vendors have to mention the particular tender No. in which they want to participate against the Tender Cost. The vendors are required to fill up the transaction details, namely the Tender No. & Date, UTR No., and Amount against the Tender Cost separately in the given fields.	
b)	Tender Cost deposited by any party other than the tenderer, will not be accepted. Tender Cost is non-refundable.	
10.	Railtel Tender Processing Fee(Nonrefundable) Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking.	TPF- 0.1% of estimate cost (Minimum 750/- + GST, Maximum 7500/-+GST Registration Charges Rs2000/-+Applicable GST Per Year
12.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at https://kopt.enivida.in	10 / 02 / 2021 at 12.00 hrs.
13.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at https://kopt.enivida.in.	03 / 03 / 2021 at 14.00 hrs.
14.	Date & time of opening of Part-I (Techno-Commercial Bid)	03 / 03/ 2021 at 14.30 hrs.
15.	Date & time of opening of Part-II	Shall be informed separately.



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(Price Bid)	
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Note: 1. In the event of any unforeseen stoppage of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

A) Important Instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is Railtel Ltd.

Prospective tenderers are requested to read the Terms & Conditions of this tender before submitting their online tender. Tenderers, who do not comply with the Conditions of the instant tender [including submission of documentary proof, wherever required], will not be considered techno-commercially qualified in the Tender for opening of Price Bid.

Process of E-tender:

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids , evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e. www.kolkataporttrust.gov.in under TENDER TAB.

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

The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e Nivida Portal may be obtained at: <https://kopt.enivida.in>

GUIDELINES FOR REGISTRATION:

- Bidders are required to enrol on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "Bidder Enrolment " available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.**
- As part of the enrolment process, the bidders will be required to choose a**



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unique username and assign a password for their accounts.

3. **Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.**
4. **Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate(Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn/ nCode / eMudhra etc.), with their profile.**
5. **Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.**
6. **Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.**
7. **The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.**
8. **After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id enividahelpdesk@gmail.com/for activation of account.**

SEARCHING FOR TENDER DOCUMENTS

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



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PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.**
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by KOPT.**



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3. **Bidder has to select the payment option as “e-payment” to pay the tender fee / EMD as applicable and enter details of the instrument.**
4. **In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.**
5. **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidders should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.**
6. **The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
7. **The uploaded tender documents become readable only after the tender opening by the authorized bid openers.**
8. **Upon the successful and timely submission of bid click “Complete”(i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other irrelevant details.**
9. **The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.**



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For any clarification in using eNivida Portal:

1. **Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.**
2. **Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.**

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-

49606060/8448288985/9355030620/8448288981/7278929467

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

No deviation to the technical and commercial Terms & Conditions will be allowed.

KoPT has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website <https://kopt.enivida.in> of Railtel.

The bidders must upload all the Documents (self-attested) required as per the terms of NIT. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

The Documents uploaded by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.

Bidders are requested to read the vendor guide and see the video in the page <https://kopt.enivida.in> of Railtel to familiarize them with the system before bidding.

B. COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Supporting self-attested Documents, wherever necessary, should be uploaded. No hardcopy for the same needs to be submitted. If required, the



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Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.

1. AVAILABILITY OF THE TENDER DOCUMENT:

Tender Document may be downloaded from KoPT Website: www.kolkataporttrust.gov.in/Central Public Procurement Portal www.eProcure.gov.in or <https://kopt.enivida.in> of Railtel.

1. PRE-QUALIFICATION CRITERIA FOR BIDDERS: -

- a. The intending bidder must have successfully completed facility Management /upkeepment work in offices, industrial areas/housing complexes during the last 7(seven) years ending last day of month previous to one in which applications are invited and the experience should be either of the following:

Either

- (i) 03 (Three) completed works each costing not less than 40 % of the estimated amount put to tender for 1 year, Or
- (ii) 02 (Two) completed works each costing not less than 50 % of the estimated amount put to tender for 1 year, Or
- (iii) 01 (One) completed work costing not less than 80% of the estimated amount put to tender for 1 year.

Note: The estimated amount for 1 year comes to Rs. 56,33,334/-

- b. The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2020, should be at least 30% of the estimated amount put to tender for 1 year.



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- c. Work experience as a sub-contractor shall not be considered as the requisite qualification.

2.

ELIGIBILITY TO BID:

- a. Techno commercial part i.e. Part-I - The bidders must upload the following Documents (self-attested):-
- i) GST registration certificate.
 - ii) Valid Trade License.
 - iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
 - 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) Company Particulars (as per **Appendix 'A'**) 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 at Clause 2.



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- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. 2017 – 2018, 2018-2019 and 2019-2020) the same should be audited as per relevant norms wherever required.
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding Cost of Tender documents/Valid NSIC certificate.
- xi) Self-declaration of the bidder that the Bidding Firm is presently not debarred / de-listed by any Govt/ Quasi Govt. / Public Sector undertaking in India.
- xii) Self-declaration that 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.
- xiii) Undertaking of the bidder to be submitted as per enclosed Pro-forma (**Annexure –D**) in lieu of submission of signed copies of the full Tender document including addenda, corrigendum & GCC.
- xiv) Power of Attorney (**Clause 5.2**)
- xv) Undertaking of the manpower guideline to be submitted as per enclosed Proforma in **Appendix C**.
- xvi) Indemnity Bond as per **Annexure E** on Non-Judicial Stamp paper of Rupees Fifty.
- xvii) Bid Security Declaration as per **Annexure ‘F’**.

3. PRE-BID MEETING:

A pre-bid meeting will be held at the Conference room of **Syama Prasad Mookerjee Port, Kolkata** Head Office on **00 / 00 / 2021** at 12 P.M.



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5. GENERAL INSTRUCTIONS TO BIDDER:

5.1 The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.

5.2 Power of Attorney: Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded along with Techno-commercial bid.

5.3 Tender for the above work should be submitted in accordance with the Schedule of Quantities as specified in this tender and in accordance with the special conditions of contract. The **Special Conditions of Contract** mentioned hereinunder shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**.

5.4 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the uploaded documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such clarification or amendment shall be uploaded in the portal of Railtel as well as KoPT.

5.5 Earnest Money: (EMD) / Bid Security

5.5.1 Bidders are not required to submit / furnish any EMD instrument. They shall submit 'Bid Security Declaration' accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for 3 years from participating in any tender as per **Annexure 'F'**.

5.5.2 Bids not accompanied by 'Bid Security Declaration' shall be rejected as non-responsive.

5.5.3 The 'Bid Security Declaration' shall be executed in the following events:

- (i) If Bid is withdrawn during the bid validity period including any extension agreed to by the Bidder thereof.
- (ii) If the Bidder tries to influence the evaluation process.
- (iii) If the lowest Bidder raises any fresh issue and / or T&C after opening of bid and prior to signing of agreement, it will be construed as withdrawal of the original bid.
- (iv) In case the Bidder, submits false certificate in terms of any documents supported to this Tender.
- (v) If the Bidder fails to sign the contract in accordance with Conditions of Contract on receipt of LoA.
- (vi) In case the Bidder is found to indulge in corrupt or fraudulent practices at any stage of the execution of the contract.



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(vii) If the Bidder fails to furnish the Retention Money and Performance Bank Guarantee in accordance with Conditions of Contract.

(viii) The Bidder who has downloaded the tender from the SMPK website <https://www.kolkataporttrust.gov.in> and RailTel Portal website <https://kopt.enivida.in>, shall not tamper / modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the Bid will be completely rejected and 'Bid Security Declaration' will be executed and Bidder is liable to be banned from doing business with SMPK.

(ix) In case of a Bidder revoking or withdrawing his Tender or varying any terms of the Bid without the consent of the Authority in writing.

(x) If the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract

(xi) In case of execution of 'Bid Security Declaration', as prescribed above, the Bidder shall not be allowed to participate in the retendering process of the work.

5.6 Site Visit: The intending bidder may also visit the site at its own expense, prior to submission of tender for assessing the total area & the job requirement under consideration for the above contract with the prior permission / arrangement with Shri S. Mukherjee, Deputy CAO/ Ms D. Kaur, Deputy CAO.

5.7 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.

6 Tender Submission Procedure:

THE TENDER must be submitted on line in **TWO PARTS** (Part -I Techno-commercial Bid and Part- II Price Bid).

7 Opening of Tender:

Part-I of the Tender shall be OPENED at **14.30 hrs on 03 / 03 / 2021**. **Price Bids** will be opened later and will be notified to the techno-commercially qualified Bidders only.

9. During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered nonresponsive in case it:-
- (i) is not accompanied by requisite Bid Security Declaration,
 - (ii) is not accompanied by requisite tender paper cost,
 - (iii) validity of the offer is less than tender stipulation,



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- (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 Tender 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 contractor for non-performance of the contractor or inordinate delays (attributable to them) in completion or financial bankruptcy etc.

The decision of **Syama Prasad Mookerjee Port, Kolkata** in this regard shall be final and binding on the Bidder.

10. For Micro & Small Enterprises (MSEs) registered with NSIC:-

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

10.2 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. **Otherwise their offer will not be considered.**

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

SPECIAL CONDITIONS OF CONTRACT:

1. SCOPE OF SERVICES:

1.1 Physical Area Coverage: The Contract will cover the Finance Department at Head Office, Fairlie Warehouse and SubhasBhavan and will include operations as follows :-

1.1.1 Unskilled Workers (Must be at least class VIII passed)

- a) Daily cleaning of tables, chairs and other furniture at the various locations in Finance Department as directed.
- b) Filing and movement of documents as and when required.



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- c) Shifting of almirah, tables, chairs, other furniture, office equipment, files, as and when necessary.
- d) Any other work, as directed.

1.1.2 Skilled Workers (Must be H.S. passed. Should be proficient in basic computer operations and possess working knowledge of MS Word, Excel, etc.)

- a) Will need to do clerical functions as assigned by the Officer.

1.2 Working Hours:

The workers will be required to work up to 6 days a week and will normally be entitled to a weekly off day on Sunday. If the situations so warrants, the weekly day of rest may be changed with prior intimation.

NOTE: The Attendants/Workers at any place may be required to do work at any other office in exigencies of work as & when required.

2. CONTRACTOR'S / BIDDER'S COMMITMENTS:

- 2.1 Payment to the workers is to be made as per the minimum wage rate fixed by Chief Labour Commissioner (Central) or as per M.W.A. Govt. of W.B., whichever is higher, and their revisions from time to time.

2.2 The Contractor will abide by the Job Safety measures, comply with the Statutory Rules and Regulations and will indemnify **Syama Prasad Mookerjee Port, Kolkata** from the demands and / or responsibilities arising out of accidents or loss of life, the cause of which may or may not be the Contractor's negligence. In all such cases, the Contractor will not hold KoPT responsible or obligated.

2.3 The Contractor shall alone be responsible for payment of wages and all other Statutory payments / legal dues payable to its employees, who will be deployed under this contract. The Contractor shall be responsible for compliance and coverage of its employees under relevant statutory rules and acts as applicable viz.ESI, EPF, Bonus etc. and will hold themselves responsible for any misdemeanors. The Contractor shall maintain proper Books of Accounts, Records and Documents and shall produce to KoPT Authority, as and when required. ESI/EPF and minimum Bonus will be reimbursable to the Contractor on submission of valid documents as stated in Clause 11.2.The Minimum Bonus amount will be paid without any Service Charges. The Contractor shall obtain all requisite approvals, permission,



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license etc. from the appropriate authorities for meeting its commitments and for complying with the obligations on its part under the contract.

2.4 The Contractor will not disclose information, confidential or otherwise relating to KoPT, which it might have or get access to and which may affect the reputation of the Organization, any time to other parties.

3. **Client Support :**

The officer, as may be nominated by Financial Advisor & Chief Accounts Officer, SMP, Kolkata, will be the Nodal Officer. He will provide necessary instruction, information and support to the Contractor for his assignment.

4. **Duration of Agreement :**

The above-mentioned contract will be for a period of 3 years from the date of commencement of work with a provision for extension by one year.

5. **Evaluation of Techno-commercial Bids :**

Evaluation of Techno-commercial bid will be carried out as per practice followed at SMP, Kolkata.

6. **Evaluation Criteria for Price Bid:**

Please refer to the Note under Price Bid.

7. **Escalation:**

- i) The Service Charge will be fixed at the quoted percentage of daily wages as on the date of commencement of contract and such quantum of service charge per worker will remain constant during the entire period of contract irrespective of variation in minimum wages during the period of contract or extension, if any i.e. in case of any enhancement in the rate of minimum wages, the Port will reimburse only the enhanced minimum wages to the contractor and the quoted rate of service charge will not be allowed to the contractor on the enhanced value of the minimum wages. The Service charges payable will vary proportionately with the number of workers deployed.
- ii) The actual deployment of workers will be the basis of calculating the charge payable to the contractor. Also, the contractor, shall maintain a register as a proof of paying workers as per Minimum Wages Act or more than that, as may be decided by the contractor.
- iii) The work must be carried out without hampering normal office work of the Head Office. The contractor must take proper care of the office



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properties during execution of the work and any damage to the office properties must be compensated in the way decided by the FA&CAO, SMP, Kolkata.

- iv) The contractor should take all possible precautionary measures for the safety of his workmen during execution of works. SMP, Kolkata under no circumstance will be responsible for any accident of the contractor's workmen during execution of the work.
- v) The site will be inspected everyday between 11-00 and 12-00 hrs by the concerned officer of Finance Department along with representative of the contractor to ensure that the works are being done satisfactorily. During inspection, if it is found that the cleaning work has not been done perfectly, the contractor will be liable to execute the same work immediately on that very day and no extra claims will be entertained for that.
- vi) The payment will be given on monthly basis.
- vii) The minimum daily wages is based on the current approved rate of statutory minimum wages (State or Central, whichever is higher). The rate is subject to revision against official information from the appropriate authority. However, the service charge will vary proportionately with the number of workers deployed during the preceding month.
- viii) During the period of contract for three years (and the extended period, if any), the contractor shall not be entitled to receive any escalation in his quantum of profit irrespective of increase in Minimum Wages of Labour. Taxes will be deducted by SMP, Kolkata at actuals as per prevailing GST and Income Tax Act or as applicable. Profit will vary with number of workers.

8. Security Deposit (SD) / Performance Security

8.1 Successful Tenderer will submit Security Deposit for a sum equivalent to 3% of the "Total Evaluation Value of the Contract for Three Years" within 7 days from the date of receipt of intimation in this regard, through A/c Payee Demand Draft or Banker's Cheque or Bank Guarantee. Bank Guarantee executed in favour of 'Syama Prasad Mookerjee Port' from a Commercial/ Nationalized/ Scheduled Bank having office at Kolkata, valid for three years & six months, is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.

8.2 In case the bidder fails to deposit SD within the stipulated period, If after deposition of SD, the contractor fails to take up the job within the stipulated period or fails to execute the job upto the satisfaction of SMP, Kolkata or abandons the work partially or fully, action will be taken as per the Bid



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Security Declaration. In addition, the contractor may be suspended for the period of three years on account of his lapses.

9. Refund of Security Deposit (SD)

9.1 The Security Deposit will be retained by SMP, Kolkata till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to SMP, Kolkata, the Security Deposit will be forfeited along with cancellation of the contract.

9.2 On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:

- a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by SMP, Kolkata.
- b) The contractor shall have to apply for the refund of Security Deposit by enclosing the original Treasury Receipt. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against SMP, Kolkata under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

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

10. Income Tax

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

11. Terms of Payment

11.1 The contractor will raise monthly bills for deployment of workers as per schedule and location, to the Nodal Officer along with an extract from Attendance Register under signature of the Nodal officers. For ECS payment, the successful Bidder shall furnish the following information immediately after receipt of intimation in this regard:-

- i) Bank Account No. of the contractor



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- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank with Code No.
- iv) Name of the branch with IFS Code No. along with location
- v) MICR No.
- vi) PAN
- vii) GST IN No:

Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from SMP, Kolkata.

11.2 The payment will be made on submission of original documents with the bill confirming:-

- (i) receipt of monthly wages by employees deployed from the workers deployed.
- (ii) receipt of bonus from the workers deployed.
- (iii) Electronically generated money receipts from ESI Authority.
- (iv) Electronically generated money receipts from EPF Authority.

12.LD Clause:

0.5%oftheService Charge, per week or part of the week will be deducted from the bills, counted from expiry of the sixth day of every month for delay in payment to the workers deployed during the preceding month which is due to be paid within 6th of every month. However, the maximum amount of deduction of LD will be restricted to 10% of the Service Charge.

13. Compliance of relevant Acts, Ordinances etc.

13.1 The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees' Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, 1970 etc. with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

13.2 It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, Bye-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for



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any delay, damage, etc. and shall keep SMP, Kolkata indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, Bye-laws, procedures etc.

13.3 The aforesaid Regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

14. Damage & loss to private property & injury to workmen

The Contractor will at their own expenses, reinstate and make good upto the satisfaction of SMP, Kolkata and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of SMP, Kolkata or Agents or servants or employees of SMP, Kolkata, the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify SMP, Kolkata against all claims enforceable against SMP, Kolkata or any Agents, servant or employees of SMP, Kolkata or which would be so enforceable against SMP, Kolkata where SMP, Kolkata is a private person, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise

15. Resolution of disputes :

In the event of any dispute, question of difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, SMP, Kolkata shall be final. If, however, the firm is dissatisfied with the decision of the Chairman, SMP, Kolkata, the firm may, within 15 days after receiving notice of such decision, intimate the Chairman about their desire to get the matter referred to an Arbitrator. The Arbitrator may be nominated from the panel of Arbitrators (as maintained by SMP, Kolkata) within 30 days from the date of receipt of such communication from the contractor and that reference shall be deemed to be a submission to the Arbitrator within the meaning of Arbitration & Conciliation Act, 1996 or any amendment thereof. The decision of the Arbitrator shall, however, be final and binding on both SMP, Kolkata and the firm. The cost incurred for referring the matter to arbitrator will be shared by both the parties equally.

16. Applicable Law:



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

17. Force Majeure :

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

18. Antecedent Verification / Physical Fit Certification other terms and conditions:

18.1 The agency should verify and submit report of the local police for each and every employee deployed by the agency. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying in SMP, Kolkata. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proof of residence, identification vide Aadhar Card, recent photograph and submit the Police Verification Report to SMP, Kolkata. The Service Provider will also ensure that the personnel deployed are physically, mentally fit and conform to the requirements and their qualifications conform to the requirements of SMP, Kolkata. The Service Provider shall withdraw such employees who are not found suitable by the SMP, Kolkata Authority for any reasons, immediately on receipt of such request from SMP, Kolkata.

18.2 The Service Provider has to provide Photo Identity Cards to the persons deployed at work. These cards are to be constantly displayed and their loss be reported immediately to SMP, Kolkata and to the Service Provider simultaneously.

18.3 The service provider has to provide uniform (preferably blue colour) to all workers deployed under his control. The name / logo of the contractor should be embossed prominently on the uniform.



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18.4 The employee of the Service Provider should be polite, cordial, enthusiastic, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of SMP, Kolkata. The Service Provider shall be responsible for any act of indiscipline on the part of his employees deployed in SMP, Kolkata.

18.5 The person deployed shall not claim any master and servant relationship against this office.

18.6 The Service Provider will provide required personnel for shorter period also in case of exigencies as per requirement of this office.

18.7 The Service Provider shall also provide a substitute well in advance if there is any probability of any person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

18.8 The Service Provider has to ensure that none of his deployed worker will join any demonstration / agitation while on duty in SMP, Kolkata premises.

19. Assignment of Contract

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

20. Termination of Contract

20.1 The contract may be terminated anytime within the currency period of the contract by SMP, Kolkata at its sole discretion for any of the following factors.

- a) Failure on the part of the contractor to supply requisite no. of personnel for the scheduled jobs in more than two consecutive occasions at any point of time or if the quality of services provided by the personnel is not satisfactory.
- b) Breach of any terms and conditions of contract including payment of monthly minimum wages to the personnel deployed within 6th of every month.
- c) Any unlawful act of the contract on any third party of behalf of the contractor entailing any damage/loss to the property/ material of the Trustees or any inconvenience to the Trustees.
- d) After usual expiry of the contract period, the contract



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- automatically stands cancelled.
- e) Failure to provide necessary information regarding payment of statutory dues in relation to the employee to the statutory authorities and statement of reconciliation as and when asked for.

20.2 For such cancellation, SMP, Kolkata will, under no circumstances, be obliged for any financial repercussion and SMP, Kolkata's decision to this effect shall be final.

21. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:

21.1 The successful bidder will enter into a formal agreement with SMP, Kolkata, before the start of the contract & shall commence work within one month from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder.

21.2 If the selected bidder withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

22. PENALTY:

22.1 If after the contract has been awarded, the contractor during the period of contract fails to comply with the following then penalty will be imposed for non compliance of the terms of contract as under, in addition to the clauses & sub clauses at 18 which will also be applicable

22.2 If the contractor fails to supply personnel as per the scope of services, a penalty @ Rs.500/- per head per shift will be imposed. However, the payment or deduction of such compensation shall not relieve the contractor of the obligation / liabilities under the contract. In case of failure of the contractor to supply manpower to any department / divisional office as per contract, HoD at their discretion may engage personnel at the risk and expenditure of the contractor, over and above the penalty imposed in this respect.

22.3 If any of the staff of the contractor misbehaves with party/staffs of SMP, Kolkata etc., not found in his place of work during duty hours, does not carry out /refuses the designated work or cause unreasonable delays in carrying out the work, does not supply/provide proper materials and/or replace the same in time, the contractor will pay a penalty of Rs. 100/- for each such fault committed & also replace the staff/materials to carry out such work. In such matter the decision of the HoD or his designated officer shall be final and binding on the contractor.

22.4 The penalty will be realized from any dues of the contractor or the contractor will have to pay the same to the trustees.



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23. **ARBITRATION:**

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

24. **JURISDICTION :**

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

Encl : Appendices –‘A’, ‘B’, ‘C’, ‘D’, “E”, “F” & “G”.

Financial Adviser &
Chief Accounts Officer



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Particulars of Cost of Tender Document & Earnest Money Deposit

[TO BE UPLOADED WITH TECHNO-COMMERCIAL BID]

A Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS/ NEFT (Date of Remittance, Name of the bank, & Branch, UTR No.)	Amount (In Rs.)
	1,500/- plus GST (Rupees One thousand Five hundred only)

Offer No _____

Date :

Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX-'A'

[TO BE UPLOADED WITH TECHNO-COMMERCIAL BID]

Name _____ of _____ the _____ Firm _____ /Bidder:

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No.: _____ (Attach attested Photocopy)

PAN / TAN _____ (Attach attested Photocopy)

GST IN No. _____

Bank Particulars: _____ Name of the Bank / Branch _____

Account Type: _____ A/C No.: _____

MICR No: _____ IFSC Code No.: _____

Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX 'B'

(CHECK-LIST FOR DOCUMENTS TO BE UPLOADED IN PART-I)

Scanned copy of the following documents are to be uploaded:-

- (i) Valid Trade License.
- (ii) Valid Professional Clearance Certificate / Up to date tax payment challan.
- (iii) Proof of possessing valid Employees' Provident Fund (EPF) Account / EPF 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) GST IN Registration Certificate.
- (vii) Balance sheet and Profit and Loss account / Trading account for the last 3(three) financial years (i.e.2017-18, 2018-19 and 2019-20). The same should be audited as per relevant norms wherever required.
- (viii) PAN Card.
- (ix) Bank Draft/Pay Order etc. regarding EMD & cost of Tender documents/valid NSIC Certificate in respect of the nature of work in NIT.
- (x) 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.
- (xi) 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.
- (xii) A list of works which are in hand at the time of submitting the offer.
- (xiii) Undertaking of the Bidder to be submitted as per enclosed Pro-Forma in Annexure-D).
- (xiv) Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper



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accompanying the offer shall indicate such authorization which should be uploaded with Techno commercial bid in terms of clause 5.2.

(xv) Tender must be submitted on line in **TWO PARTS** (Part -I Techno-commercial Bid and Part- II Price Bid) as detailed in clause 6.

(xvi) Bidder information - Appendix A.

(xvii) Manpower guideline - Appendix C.

(xviii) Indemnity Bond as per Annexure E.

(xix) Bid Security Declaration as per **Annexure 'F'**.

Deponent



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APPENDIX-‘C’

Guideline for Manpower Deployment Plan in 2021-22/2022-23/2023-24

[TO BE UPLOADED WITH TECHNO-COMMERCIAL BID]

Sl. No.	Location	Unskilled	Skilled
1.	Head Office and other departmental offices	15	3

Note: SMP, Kolkata reserves the right to reduce the required manpower.



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Annexure –D

e-Tender No.

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S
LETTERHEAD, SIGNED, SCANNED AND UPLOADED]**

**Undertaking to be submitted in lieu of uploading/submitting signed copy of
full tender document.**

Ref. No.....

Dated:

The FA&CAO,
SMP, Kolkata,
Finance Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We,(Name of Tenderer) have 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 to the said document, GCC ,Corrigendum and Addenda. We accept all terms & conditions of the tender.

2. We are submitting this undertaking in lieu of submission of signed copy of the full tender documents, GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....



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ANNEXURE-E

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non –Judicial Stamp Paper

I N D E M N I T Y B O N D

By THIS BOND I, Shri / Smt -----, son of Shri / Smt ----
----- Residing at ----- by occupation ----- the
Partner / Proprietor / Director ----- having office at ----- am a tenderer
Under Finance Department, Syama Prasad Mookerjee Port, Kolkata (A statutory
body under MPT Act, 1963)

2. WHEREAS , the said Syama Prasad Mookerjee Port, Kolkata asked the tenderer,
to furnish an Indemnity Bond in favour of Finance Department, Kolkata Port Trust
against all damages and accident to the Labour/s of Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor
named hereinabove shall indemnify the Syama Prasad Mookerjee Port, Kolkata
AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labour/s of the
Tenderer / Contractor as demanded by the Syama Prasad Mookerjee Port, Kolkata
and which shall be legal and / or claimed by the Syama Prasad Mookerjee Port,
Kolkata during the execution of the work stated in the NIT No. ADMN/T/.....Dated
07.07.2017.

4. AND the Contractor hereunder agrees to indemnify and at all times keep
indemnified the Syama Prasad Mookerjee Port, Kolkata and its administrator and
representative and also all such possible claim or demand for damages and
accidents.

In WITNESS WHEREOF I _____, the Partner / Proprietor /
Director _____ Hereto set and seal this the -----
----- Day of ----- In the year ----- at -----

Sureties

Signature of the Indemnifier

1. Signature

Name: -

Address

1. Signature

Name: -

Address

2. Signature

Name: -

Address

Witness:

1. Signature

Name & Address :



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Annexure F

Bid Security Declaration

e-Tender No.

**[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S
LETTERHEAD, SIGNED, SCANNED AND UPLOADED]**

Undertaking to be submitted

Ref. No.....

Dated:

The FA&CAO,
SMP, Kolkata,
Finance Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

We,(Name of Tenderer) accept that if we withdraw or modify our bids during period of validity and other conditions as enumerated in Clause 5.5.3, we will be suspended for 3 years from participating in any tender of SMP, Kolkata.

2. We are submitting this undertaking in lieu of submission of Earnest Money Deposit.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the tenderer.....



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APPENDIX-'G'

PRICE BID

[TO BE UPLOADED IN PRICE BID]

1	2	3
Sl. No.	Item	Unskilled/ Sweepers etc.
A	Number of unskilled personnel to be deployed in FINANCE, SMP, Kolkata	15
B	Number of Skilled personnel to be deployed in FINANCE, SMP, Kolkata	3
C	Minimum Wages per unskilled employee of contractor w.e.f. 01/10/2020 as per Central Govt.	Rs.639/-
D	Minimum Wages per skilled employee of contractor w.e.f. 01/10/2020 as per Central Govt.	Rs. 777/-
E	Total cost per month (i.e. 26 working days per calendar month)	3,09,816/-
F	SERVICE CHARGES PER MONTH in % on Row E	
G	The quantum of Service charge per month as per percentage indicated in 'F' above (to be Rounded off to the next integral value)	
H	Cost per month(E) + Service Charges per month(G)	
I	Total cost of Contract for 3 years (Hx36)	

NOTE:



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Evaluation will be made on the basis of Total Amount at Column No. 3 at row F above. GST, as applicable, will be paid extra. The Service Charge per person deployed will be fixed throughout the period of contract or extension of period, if any.