
	<p>भारतसरकार/ GOVERNMENT OF INDIA सीमाशुल्कप्रधानआयुक्तकाकार्यालय (विमानपत्तनवएयरकार्गोकॉम्प्लेक्स) OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (AIRPORT & ACC) सीमाशुल्कसदन, 15/1, स्ट्रैंडरोड, कोलकाता- 700001 (प. ब.) CUSTOM HOUSE, 15/1, STRAND ROAD, KOLKATA- 700001 (WB)</p>	
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Notice Inviting E-Tender for Carrying Out Minor Repair/ Renovation Work at Kalikapur Ramkamal Vidyalaya, Sonarpur

1. For and on behalf of the Pr. Commissioner of Customs, Kolkata Airport & Air Cargo Commissionerate, Custom House, and Kolkata, online e-tenders are invited from reputed organisations/companies engaged in the business of carrying out civil **works contract**, for “Carrying Out Minor Repair/ Renovation Work at Kalikapur Ramkamal Vidyalaya, Sonarpur”.Tender document can be downloaded from the website link <http://eprocure.gov.in> & the filled-in tender forms should be uploaded through online at <http://eprocure.gov.in>.

2. In case of any difficulty, the bidders may seek clarification for any doubt/query regarding the NIT from the Superintendent of Customs (SCH),Custom House, Kolkata on any working day between 11:30am and 4.30pm within 04 days after the publishing of bids.

**3. Critical Dates: Bid Submission Start date-As per E procurement Portal
Bid Submission Closing Date- 7 days from Bid Submission Start Date
Technical Bid Opening Date- As per E procurement Portal**



Financial bid Opening Date-Will be opened after evaluation of technical bids.

4. Manual tender application will NOT be entertained and will be liable for outright rejection.It is suggested that the prospective Bidders shall keep a watch over the <http://eprocure.gov.in> website constantly for any changes / updates.The Pr. Commissioner of Customs (A&ACC Commissionerate), Custom House, 15/1 Strand Road, Kolkata-01 reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

5. These issues with the approval of Competent Authority.

Sd/-
Asst. Commissioner of Customs
SCH Unit, Custom House,
Kolkata-01

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	<p>भारतसरकार/ GOVERNMENT OF INDIA</p> <p>सीमाशुल्कप्रधानआयुक्तकार्यालय (विमानपत्तनवएयरकार्गोकॉम्प्लेक्स)</p> <p>OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (AIRPORT & ACC)</p> <p>सीमाशुल्कसदन, 15/1, स्ट्रैंडरोड, कोलकाता- 700001 (प. ब.)</p> <p>CUSTOM HOUSE, 15/1, STRAND ROAD, KOLKATA- 700001 (WB)</p>	
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Notice Inviting E-Tender for Carrying Out Minor Repair/Renovation Work at KalikapurRamkamal Vidyapith, Sonarpur

Instructions to Bidders

1. Online e-tenders are invited from reputed organisations/company engaged in the business of carrying out civil works contract, for and on behalf of the Pr. Commissioner of Customs, Kolkata Airport & Air Cargo Commissionerate, Custom House, Kolkata for “Carrying out Minor Repair/Renovation Work at Kalikapur Ramkamal Vidyapith, Sonarpur”.

2. **MODE OF TENDERING:** Interested bidders may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app> and bid online through the portal www.eprocure.gov.in. The bids are invited in a single stage two bid system (Technical and Financial) from reputed firms and are required to be submitted in two parts, namely, (1) Technical Bid and (2) Financial/Price Bid. The Financial/Price bid should be valid for One (1) year from the date of opening of the Tender. Incomplete bid documents shall be rejected summarily.

3. **Earnest Money Deposit (EMD):** The bidder should duly fill and sign, stamp and upload bid security declaration as annexed with this NIT. Failure to which, technical bid will be cancelled.

4. **Performance Guarantee:** The Successful bidder has to submit 3% of the Total Contract Value as performance guarantee to be deposited in the form of a Bank Guarantee from any Nationalized Bank/Scheduled Bank drawn in favour of “ The Commissioner of Customs, Kolkata” within 07 days from the date of awarding of contract. The performance guarantee shall be returned to the selected bidder without any interest on the completion of contract period. The validity of the Bank Guarantee

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should be for 14 months from the date of contract. Performances Guarantee will be released upon expiry of 14 months. Performance guarantee will be forfeited in case of non compliance of Agreement/work order issued by this office within a period of 14 months.

5. The tenderer should fill up the information in all the columns of all the Annexure enclosed at the end of this document in clear and legible terms and it should be physically signed and stamped by the bidder or its authorized signatory failing which the bid will be liable for rejection.

6. The Bidders should enter the firm's name & the total rate only in the financial bid (BoQ) of the given .xls format & upload the same. If Financial Bid (BoQ) or if relevant financial bid details uploaded in Technical BID Cover, it will be liable for rejection.

7. The contractor should pay at least minimum wages at the prevailing rate as fixed by the Chief Labour Commissioner (Central), Govt. of India. Besides ESI, EPF, EPS, EDLI, Bonus and other statutory payments at the current rate should be paid by the contractor to their employees/workers every month as per Minimum Wages Act, 1948 or any other acts for the time being in force. Any breach of this condition will be liable for termination of the contract and forfeiture of Performance Guarantee amount, if any.

8. This office reserves the right to postpone/and/or extend the date of receipt / opening of Quotations or to withdraw the same without assigning any reasons thereof.

9. This office reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for such action.

10. The tender forms shall be rejected if found incomplete in any aspect. The tender documents are not transferable.

11. Not more than one tender shall be submitted by a contractor. No contractor having relationship with one another as per Section 6 of Companies Act, 2013, should submit separate tenders. In case, participants having relationship with others, participating in the tender process, submit separate tenders in order to get undue advantage to make the tender uncompetitive, all such tenders will be rejected. A breach of this condition will render the tenders of such parties liable to rejection.

12. Late submission of tenders and EMD shall not be accepted.

13. The technical bids, at the first instance, will be opened in the presence of the Tender Evaluation Committee and financial bids of technically qualified bidders only shall be opened thereafter. The Bidders, if they wish, may attend the Tender opening proceedings with proper authorization from the bidding firm.

14. In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for this office, the tenders will be opened on the next working day at the scheduled time.

15. In case of more bidders quoting same rate, the Competent Authority reserves full rights to select the vendor.

16. The intending bidders must read the terms and condition of this bid document carefully. He should only submit his bid if he considers his firm/company eligible in all respect and is in possession of all the documents required.

17. Information and instruction for bidders posted on website shall form part of bid document.

18. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from eprocure.gov.in. The bid can only be submitted after uploading the mandatory scanned documents duly signed and stamped as specified.

19. Instruction for online Bid Submission:

- I. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
- II. Bidder then logs into the portal giving user id / password chosen during enrolment.
- III. The e-token that is registered should be used by the bidder and should not be misused by others.
- IV. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- V. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

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- VI. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- VII. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- VIII. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
- IX. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- X. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
- XI. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
- XII. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- XIII. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- XIV. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
- XV. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
- XVI. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- XVII. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
- XVIII. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
- XIX. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

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- XX. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- XXI. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
- XXII. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
- XXIII. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
- XXIV. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
- XXV. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
- Government eProcurement System of NIC (GePNIC ©) Guidelines for hassle free Bid Submission**
- XXVI. Non submission of bids due to any reasons within due date / time following due process prevalent at that time in the portal for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Procuring Entity will be held responsible for the same in any manner. The following information helps bidders in overcoming last minute hassles and guide towards successful bid submission.
- XXVII. System readiness: Bidders are advised to keep ready well in advance, their computer system in order like Original Operating System having sufficient RAM, high speed internet connectivity like broad band, with net work providing static IP (avoid using mobile data/network), right internet browser, right Java Runtime Environment, un restricted access to the eProcurement portal from the bidder computer system. Bidders are also advised to procure and keep ready well in advance valid Digital Signature Certificate (Signing) of Class III issued by CA under CCA India.
- XXVIII. To know about prevalent system requirements, portal enrollment and online bidding and other procedures, bidders can avail Help Desk facility. Bidders are also advised to refer FAQs, Bidder Manual Kit, System Malfunction Procedure available on the portal in addition to the instructions provided in the Tender.
- XXIX. 2. Portal Enrollment/registration: Bidders are advised to complete well in advance online enrollment / registration in the portal by following due process prevalent at that time.
- XXX. Bid Submission: The server time (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders.
- XXXI. Bidder, in advance, should go through the notice inviting tender / advertisement, tender & its related document(s) carefully to understand the requirements of the tender and various documents that are required to be submitted as part of the bid.
- XXXII. In case of any clarifications pertaining to the tender, bidders are advised to check with concerned procuring authority in advance so that they can participate in the tender

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well within scheduled due date/time. Regarding any clarifications on the technical related matter in using the portal, same may kindly be get clarified from help desk facility or any other established technical support mechanism prevalent at that time.

- XXXIII. Bidder, in advance should get ready with the required bid document(s) having correct file format / acceptable file name / optimal file size that are acceptable for online bid submission.
- XXXIV. Generally, the permitted file format in the portal are pdf / xls / rar/ dwf/ jpg formats. File name should not contain special characters like &,comma etc. File size of the bid documents can be reduced by scanning of bid documents with 100 dpi with black and white option and also some time it may require to increase local Java Runtime Environment memory at bidder end computer, while uploading bid document having huge size.
- XXXV. Mail/SMSs alerts are in-built in the eProcurement portal as an additional feature to inform procuring entities as well as bidders on various events that are happening in the portal. However, delivery of such mail/sms to concerned individual will always depends on the configuration of individual account in the portal, receiver's mail / sms server, mail box / mobile capacity and other factors. Hence, bidders are also advised to visit the website/portal regularly till bid submission due date/time to keep themselves updated and to act upon with respect to changes/modification deemed fit in any manner carried out in the tender by concerned procuring authority.
- XXXVI. As bidder have been provided with the facility to submit bid documents at any time and also resubmit any number of times till bid submission due date/time, bidders are advised to submit their bid complete in all respect (free from virus/uncorrupted file/ correct file format/ right file size capable enough to upload from the bidder system) well in advance before the last date/time of the bid submission to avoid the last minute hassles.
- XXXVII. Most importantly bidders are advised to get an acknowledgement containing Bid ID along with other vital information indicating successful submission of bids from the portal by following due process (like Freezing of Bid).
- XXXVIII. If a bidder withdraws their already submitted bid against a tender in the portal, then the bidder will not be allowed to participate in the same tender once again.
- XXXIX. The bid documents submitted by the bidders are encrypted using PKI Technology involving digital signature certificates of pre-designated bid openers of the procuring entity to ensure the secrecy of the data. The encrypted bids are stored safely and securely in the server. Only designated bid openers shall be able to decrypt and open the bid on or after the pre-defined bid opening date/time. These assure bidders that their bids are kept confidential, safe and secure.
- XL. Bidders are advised to complete the online payment (if applicable) for Tender Fee, EMD and other fees well in advance at least one day in advance prior to the bid submission due date/time.
- XLI. In case exemption is claimed on account of Tender Fee/EMD/others, then the bidders are advised to doubly check all entries and ensure exemption details are correctly entered. The exemption details cannot be changed once it is confirmed by clicking on "Confirm" button or any process prevalent at that time and leaving that page.
- XLII. As the banker of the bidder will take their own time for payment processing / clearing, the bidder can use the "Payment Verification" button or any other process prevalent at that time to check the completion of the online payment process from the bank to the eProcurement portal. Only upon successful receipt of online payment, bidder can able to freeze / finally submit their bid to the procuring entity and get bid acknowledgment regarding successful bid submission.

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All users have to note that after logging into the portal, if the user is not doing anything in the portal i.e idle for more than 20 minutes continuously then the system will automatically logout the user and they will have to login again to carry out any activity in the portal.

List of Annexure

Sl No	Annexure	Description
1	A	General terms and conditions of the contract
2	B	Special Terms and Conditions of the Contract
3	C	Eligibility Criteria-Documents to be uploaded with technical Bid
4	D	Technical Bid Details declaration form
5	E	Bid Security Declaration Form
6	F	Undertaking by the Bidder
7	G	Scope of Work/ Technical Specification

Sd/-

Asst. Commissioner of Customs
SCH Unit, Custom House,
Kolkata-01

Copy to

1. SCP,SCH for displaying in Notice Board
2. SCP, Computer Cell for displaying in Departmental website
3. SCP,EDI for requesting System Manager, CBIC to upload NIT in cbic.gov.in

General Terms and Conditions of the Contract – Annexure- A

1. Law: The contract shall be governed by the provisions of Indian Contract Act, 1872 or any other law for the time in force. The contractor shall comply with all applicable laws of the Central and State Governments and any other law for the time being in force including the GST Law. This authority will not be responsible for any dispute that may arise in connection with the subject service, between the vendor and any State or Central Government Department e.g. Authorities dealing with EPF, ESI, Labour Laws, GST and Income Tax etc. or any local body. Copy of valid Trade License from Local Authority to be enclosed along with this Bid.
2. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Agreement shall be subject to jurisdiction of the Courts at Kolkata.
3. Effective Date of the Contract: The contract shall come into effect on the date of receipt of signed copy of AOC by the L1 vendor and shall remain valid until the completion of

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the obligations of the parties under the contract. The deliveries and supplies and performance of the goods/services and work shall commence from the effective date of the contract. Failing to accept the T&C of AOC by the vendor within a stipulated time of seven days, the AOC shall be deemed to be cancelled.

4. Penalty for Use of Undue Influence. The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Competent Authority or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 shall entitle the Competent Authority to cancel the contract and all or any other contracts with Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Competent Authority or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the Competent Authority or to any other person in a position to influence any officer/employee of the Competent Authority for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Competent Authority may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and enforcement of refund of the amounts paid by the Competent Authority.
5. Access to Books of Accounts. In case it is found to the satisfaction of the Competent Authority that the Contractor has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of the Competent Authority, shall provide necessary information/inspection of the relevant financial documents/information.
6. Non-Disclosure of Contract Documents: Except with the written consent of this department, Bidders shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
7. Liquidated Damages: In the event of the Contractor's failure to complete the work within the stipulated time of this bid document, the COMPETENT AUTHORITY may also deduct 1% of total contract value for delaying of work completion per day from the L-1

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Bidder as liquidated damages, subject to the maximum value of the Liquidated Damages being not higher than 15% of the value of the contract.

8. Termination of Contract: The Competent Authority shall have the right to terminate this Contract without any payment in part or in full in any of the following reasons: - (a) The completion of work is delayed for causes not attributable to Force Majeure for more than two weeks after the scheduled date of work completion. (b) The Contractor is declared bankrupt or becomes insolvent.
9. Notices: Any notice required or permitted by the contract shall be in the English language and may be delivered personally or may be sent by FAX or by Speed Post/e-mail, addressed to the last known address of the party to whom it is sent.
10. Transfer and Sub-letting: The L-1 bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
11. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
12. Taxes and Duties: The work should be treated as one and the price quoted by the Bidder are inclusive of GST and all other taxes and as applicable charges.
13. Tolerance Clause: To take care of any change in the requirement during the period starting from issue of NIT till placement of the contract, Competent Authority reserves the right to 15% plus/minus increase or decrease the quantity of the required work up to that limit without any change in the terms and conditions and prices quoted by the Contractor. While awarding the contract, the quantity ordered can be increased or decreased by the Competent Authority within this tolerance limit and the Contractor will be obliged.
14. Payment Terms for Indigenous Contractors: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate from prescribed by RBI to be submitted by Bidders for receiving payments through ECS is attached. The payment will be made as per the following terms, on production of the requisite documents: - 100% payment on completion of work as per AOC and work acceptance report by the department.
15. Advance Payments: No advance payment(s) will be made.
16. Paying Authority: The payment of bills will be made on submission of the following documents by the Contractor to the Competent Authority along with the bill: - (a) Ink-signed copy of Tax-Invoice. (b) Acceptance note from Competent Authority.
17. Fall clause: The following fall clause will form part of the contract placed on successful Bidder: - (a) The price charged for the work to be carried out under the contract by the

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Contractor shall in no event exceed the lowest prices at which the Contractor has undertaken identical description of works to any persons/Organization including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be during the period till performance of all Work Orders placed during the currency of the rate contract is completed. (b) If at any time, during the said period the Contractor reduced the contract price, sells or offers to execute similar type of work to any person/organization including the Competent Authority or any Dept. of Central Govt. or any Department of the State Government or any Statutory Undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction in rate of offer of sale to the Director General of Supplies and Disposals and the charges payable under the contract for such reduction of offer of work shall stand correspondingly reduced. (c) The Contractor shall furnish the following certificates to the Service Procuring Authority along with each bill for payment for work made against the Rate of Contract - "We certify that there has been no reduction in similar type of work contracted for execution/executed with the Government under the contract herein and such work have not been offered/executed by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a State Government as the case may be up to the date of bill/the date of completion of work against all work orders placed during the currency of the Rate of Contract at price lower than the price charged to the Government under the contract.

18. Risk and Expense clause and Indemnify Clause: Suitable insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall arrange necessary insurance cover for any persons even for short duration. This office shall not be liable to any claim arising out of mishap, if any that may take place while discharging the work. In the event of any liability/claim falling on the Commissionerate in this regard, the same will be reimbursed/indemnified by the bidder.
19. Force Majeure clause: (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of completion of work under the provisions of the present contract). If the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that was not known earlier and have arisen after awarding of the present contract. (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action arising out of these circumstances and their consequences. (c) The party for which it becomes impossible to meet obligations

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under this contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and immediately after cessation of the above circumstances. But in any case, not later than 5(Five) days from the moment of their beginning or cessation. (d) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

20. Quality: The bidder must provide comprehensive warranty for one year for the work from the date of completion and periodic maintenance up to six months as and when required basis or as may be as directed by this department, from the date of work completion. The contractor must do the work as per warranty claim and complete the repair within 5 working days from lodging of complaint with the registered email id, failure to which, the department will take necessary action to repair the same, blacklisting the contractor and the contractor must bear all the expenses regarding the said repairing undertaken by the department.
21. Inspection Authority: The Inspection will be carried out by the SCP, SCH or authorised person/agency nominated by him. Inspection report/Work completion report should be enclosed with final invoice.
22. Stamp of Each Page: The tenderer shall sign and stamp each page of his uploaded tender document and all other enclosures appended as a token of having read, understood and accepted the terms conditions contained therein.
23. Permission: Necessary permission, as per provisions of laws, should be obtained by the contractor from local authorities, and the same to be placed before SCH Unit, if required.
24. Work Completion Period: Work should be completed within 10 days (Ten days) from the issuance of work order.

Special Terms and Conditions of the Contract- Annexure- B

1. The work will consist of labour, all the essential ingredients like sand, cement and tiles, doors, window panels, distemper, oil paints, pipes, taps, electrical fixtures, electrical wires etc (reputed companies) and other building materials which will be supplied and expenses/charges of which to be borne by the contractor/bidder.
2. The contractor shall take all possible precautions to prevent any unlawful/disorderly conduct or acts of the workers deployed. The Contractor shall be fully responsible for theft, burglary, fire and any mischievous deeds by his staff/workers and other persons. The Persons/workers so employed should be engaged by the Contractor and shall remain under his direct control and supervision. He shall be liable for the wages and any other claim of the person so engaged.
3. Intending contractor/bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting the e-tenders as to the nature of the

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ground and soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information regarding risk, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed.

4. The Contractor/Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Online submission of a tender implies that the bidder has read notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local condition and rates and other factors having a bearing on the execution of the work. Cost of site visit shall be borne by the bidder.

5. Bidder should not indulge in employing child labour or any other malpractices in violation of labour laws or any other laws applicable to the services provided by the bidder.

6. Bidders should be paying at least minimum wages and allowances to their personnel as prescribed by the respective Central Government authorities as per the latest rates and when amended from time to time.

7. The Contractor shall be solely responsible for any/all disputes between him and the personnel deployed by him. The Department will not entertain any such dispute and there should be no claim or liability against Kolkata Customs Authority or any of its officers on this account. The Contractor will keep the Pr. Commissioner of Customs, AP &ACC Commissionerate, Custom House, Kolkata indemnified against all actions.

8. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

9. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection

Eligibility Criteria-Documents to be uploaded with Technical Bid – Annexure-C

The prospective bidder should upload the following documents as eligibility criteria with technical Bid:

1. Stamp and sign each document of this NIT and upload as token of having read and accepted the terms and conditions of this NIT.
2. Duly filled, signed and stamped each page of Annexure, wherever required.
3. Copy of PAN, GST certificate duly certified and signed.
4. Copy of ITRReturn, 26AS,duly signed and stamped copy of Balance Sheet, P&L Statement of Financial Year 2017-18, 2018-19, 2019-20.
5. Copy of govt. registered office address proof at the city of Projector adjacent district of buyer/consignee for smooth implementation of the project.
6. Copy of Experience certificates/work orders/scope of work in similar work issued in last 3 Financial Year in any Govt./PSU Department should be enclosed.
7. Copy of Valid Business Enlistment certificate or Trade License from local authority. Enlistment Certificate in any other CPWD/PWD organisations may also be attached.

Performa for Technical Bid – Annexure-D

Sl No	Description	Details to be submitted here
1	Name of the Registered Organization / Firm	
2	Status of ownership (viz. Proprietary/Partnership/Company)	
3	Address of the organization / Firm (with Tel. No / Fax No. & Email) Main / Branch Office address at Kolkata (Attach proof)	
4	Name of Address of the Proprietor / Partner / Director with mobile number and Email ID	
5	Contact numbers of person(s) (with mobile numbers)	
7	Permanent Account No. of the firm as allocated by the Income Tax Department (copy to be attached.)	
8	GST Registration (copy to be attached.)	
9	List of clients along with proof of Job Order certificate (Last 3 Year as per Form 26AS)	
10	Experience certificate as per NIT	1. 2. 3. 4. 5. 6. 7. 8.

(Note :- Attach attested Photo copies of all the above Documents.)

[Signature of Authorized Person]

Declaration: I/We hereby certify that the information furnished above is full and correct and to the best of my/our knowledge. I/We understand that in case any deviation or false or improper information is found/detected in above statement at any stage, the company/firm will be blacklisted and the department will not deal with the contractor in future in addition to the other penal provisions including blacklisting of the firm/company.

[Signature of Authorized Person]

Bid Security Declaration Form – Annexure E

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer. It is to submit in original to SCH Unit by L-1 Bidder before award of contract.)**.

AFFIDAVIT

Whereas, I/We..... (Name of agency).....have submitted bids for (Name of work) I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender(including extended validity of tender) specified in the tender documents, Or
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents, I/We shall be suspended for one year and shall not be eligible to bid for Custom House tenders from date of issue of suspension order.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place :
Dated

Attestation before Magistrate/notary public

Undertaking by the Bidder – Annexure-F

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of public notary/magistrate on non-judicial stamp paper of the value of

Rs.100/-. The stamp paper has to be in the name of the tenderer. It is to submit in original to SCH Unit by L-1 Bidder before award of contract) **.

I (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. _____ (herein after called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No i.e. DREV No. _____ of (Kolkata Customs Department), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under :

1. I/We the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from eprocure.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the Kolkata Customs Administration shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made a misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents submitted by us.
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire department. Further, I/We (inset name of the tenderer)** _____ and all my/our constituents undersigned that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongside forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated

Technical Specifications/ Scope of Work – Annexure – G**Carrying out Minor Repair Work at Kalikapur Ramkamal Vidyalaya, Sonarpur as per Scope of Work, As mentioned below**

Technical Specifications.

Sl No	Details	Quantity	Unit
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	2	Cubic Meter
3	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :	3	Per Piece
4	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.	32	Sq meter
5	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge.		
6	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	3	Cum
7	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift upto1.5 m.		
8	All kinds of soil.	20	Sqm
9	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :		
10	1:3:6 (1 Cement : 3 coarse sand(zone-III) : 6 graded stone aggregate 20 mm nominal size)	2	Cum
11	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:		
12	Cement mortar 1:4 (1 cement : 4 coarse sand)	3	Cum
11	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :		
12	Cement mortar 1:4 (1 cement : 4 coarse sand)	2	Cum
13	Extra for laying brick work in or under foul position.	5	Cum
14	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge.		
15	25 mm average thickness in 2 layers.	40	Sqm
16	Painting with acid proof paint of approved brand and manufacture of required colour to give an even shade:		
17	Two or more coats on new work.	10	Sqm
18	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.	57	sqm
19	Painting (two or more coats) on rain water, soil, waste and vent pipes and fittings with black anticorrosive bitumastic paint including a priming of ready mixed zinc chromate yellow primer on new work	5	meter
20	Painting with black anti-corrosive bitumastic paint of approved brand and manufacture to give an even shade :	6	Sqm
21	Providing and fixing 10 mm thick acid and/or alkali resistant tiles of approved make and colour using acid and/or alkali resisting mortar bedding, and joints filled with acid and/or alkali resisting cement as perish	17.5	Sqm
22	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approvedmake, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of stepsand dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	32	Sqm
23	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20mm nominal size) upto plinth level with :		
24	Cement mortar 1:6 (1 cement : 6 coarse sand).	1.5	Cum

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25	Providing and fixing stone slab with table rubbed, edges rounded and polished, of size 75x50 cm deep and 1.8 cm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth.		
26	Black Stone as Approved by Engineer In Charge	9	Sqm
27	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	2	Sqm
28	Painting as per Direction of Engineer in Charge with thoroughly clean the wall to remove surface dirt or salts, debris, and pollution residue and allow the wall to dry thoroughly. Note any loose mortar, stucco, plaster should be available and repair surface if necessary. Some of these repairs may require drying or curing time. If there was previously paint or other materials on the wall, additional efforts may be necessary to remove it such as power washing, sanding, or wire brushing. with proper painting Pebeo studio acrylics or Camel artists acrylics or equivalent paints for mural paint work for Outreach Activity and appropriate necessary coating.	2	sqm
29	Providing and fixing PTMT 15 mm Urinal spreader size 95x69x100 mm with 1/2" BSP thread and shapes. Weighing not less than 60 gms.	11	each
30	Providing and fixing PTMT urinal angle cock of approved quality and colour.		
31	15 mm nominal bore, 80 mm long. 42 mm high and 30 mm wide with BSP female threads weighing not less than 48 gms.	11	each
32	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm or 340x410x265 mm sizes respectively.	11	each
33	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer.		
34	Using flats 30x6mm for diagonal braces and central cross piece	6	Sqm
35	Providing and fixing wash basin with C.I. brackets, 15 mm dia CP Brass single hole basin mixer of approved quality and make, including painting of fittings and brackets, cutting and making good the walls wherever required: -(a) White Vitreous China Wash basin size 550x400 mm with a 15 mm CP Brass single hole basin mixer including Pillar Cock complete fittings	1	each
36	Providing and fixing Polyethylene- Aluminium -Polyethylene (PE-AL- PE) Composite Pressure Pipes conforming to IS - 15450, U.V. stabilized with carbon black having thermal stability for hot & cold water supply, capable to withstand temperature up to 80°C, including all special fittings of composite material (engineering plastic blend and brass inserts wherever required) e.g. elbows, tees, reducers, couplers & connectors etc. with clamps at 1.00 metre spacing. This includes the costs of cutting chases and including testing of joints complete as per direction of the engineer in charge. Concealed work, including cutting chases and making good the wall etc.		
37	2532 (32 mm OD) pipe	20	metre
38	Supply and Providing Necessary Plumbing Items such as CPVC Pipes & Fittings, Plumbing Accessories, Brass Nut, Hose tee, Hose Joint for distribution of Water to all the urinals and washbasin based on direction and approval of engineer in charge	1	LS
39	Supply and Installation of Water Purifier with Necessary Civil Work and Electrical Work, Plumbing, Electrical Work all complete	2	LS