

**KOLKATA PORT TRUST**  
**HALDIA DOCK COMPLEX**

Tender Subject: Hiring of contract labour for performing various intermittent jobs at different locations under Haldia Dock Complex, Kolkata Port Trust.

Tender No.: P&IR/97/2020/3675.

e-Tender No.: 2020\_KoPT\_551865\_1

**ADDENDUM**

<b>Sl. No.</b>	<b>Clause No. of the Tender Document</b>	<b>Existing Clause</b>	<b>Amended Clause</b>
1	Annexure – III (Clause No. 2.9)	In addition to the above, the contractor shall have to comply with all statutory requirements, including any amendments thereof during the period of contract. If during the period of the contract, any law comes into operation fastening any liability on the contractor, the contractor shall duly comply with the same.	<p>In addition to the above, the contractor shall have to comply with all statutory requirements, including any amendments thereof during the period of contract.</p> <p>However, during the currency of this contract, HDC, KoPT will reimburse the additional expenses likely to be incurred in the event of amendment of any of the statutes for which reimbursement has already been envisaged in the tender, namely Minimum Wages Act, Employees State Insurance Act, Employees Provident Fund Act and Payment of Bonus Act.</p>
2	Annexure – III (Clause No. 9)	<p>The contract shall remain valid for a period of 3 years from the date of its commencement.</p> <p>However, the Management of HDC, KoPT reserves the right to extend the period of contract in case of exigency.</p>	<p>The contract shall remain valid for a period of 3 (three) years from the date of its commencement. However, the Management of HDC, KoPT reserves the right to extend the period of contract in case of exigency.</p> <p>Kolkata Port Trust reserves the right to extend the period of contract at the same rates, terms and conditions subject to the provision that in case of such extension of contract period beyond three years, the Lump sum amount per contract labour per day quoted by the successful bidder and accepted by KoPT shall be adjusted in accordance with the following formula, subject to a maximum limit of 10% of the said lump-sum amount per contract labour per day:-</p>

			$Pr = Po + (0.90 \times Po) \times \{(Ln - Lo) / Lo\}$ <p>Where,</p> <p>Pr = Adjusted Lump sum amount per contract labour per day payable during extended contract period;</p> <p>Po = Lump sum amount per contract labour per day, quoted by the successful bidder and accepted by KoPT;</p> <p>Ln = Wholesale Price Index (all commodities) applicable on the last date of the original contract period;</p> <p>Lo = Wholesale Price Index (all commodities) applicable on the scheduled last date of submission of bid;</p> <p>The above escalation would be reviewed after 6 months in the event the contract is extended beyond 6 months after the end of the original contract period.</p>
3	Annexure – III (Clause No. 15)	Permits, if required for the purpose of work inside the protected areas, cost thereof shall be borne by the contractor.	Permits, if required for the purpose of work inside the protected areas, shall be provided free of cost by Haldia Dock Complex. In such an event, the same shall be issued only upon an application in the prescribed format of the concerned contractor is received by HDC Authority.
4	Annexure – III (Clause No. 2.10)	<p>The contractor shall provide necessary Personal Protective Equipment and uniform to the contract labours as follows:-</p> <p>a) Uniform (clearly embossing thereat the logo &amp; name of the firm of the contractor) and PPEs to the skilled workers to be deployed for the fire-fighting purpose at the Fire Unit as per Annexure – VIII, HDC, KoPT will reimburse Rs. 10,000/- per worker after the contractor provides the required PPEs to the workers and produce documents thereof.</p>	<p>a) For uniform (clearly embossing thereat the logo &amp; name of the firm of the contractor) and PPEs to the skilled workers to be deployed for the fire-fighting purpose at the Fire Unit as per Annexure – VIII, HDC, KoPT will reimburse Rs. 15,000/- per worker for the entire contract period after the contractor provides the required PPEs to the workers and produce documents thereof.</p> <p>The amended list of PPEs along with quantity at Annexure – VIII for the contract period is enclosed.</p>

	<p>b) PPEs to contract workers of different category other than Fire personnel, wherever applicable viz workers deployed in the Dock premises, Hospital, Conservancy jobs, Civil and Electrical works for which HDC, KoPT will reimburse to the contractor upto maximum of Rs 2,500/- per worker after the contractor has provided the required PPEs to the workers and produce documents thereof for the entire contract period. The PPEs shall include safety shoes / gum boots, reflective jacket, helmet, hand gloves, etc. as will be applicable.</p> <p>c) The contractor should ensure that the aforesaid contract workers wear the uniform and PPEs wherever required positively. In the event of failure, HDC, KoPT shall levy penalty on the contractor @ Rs. 50 per worker per occasion which the contractor shall recover from the worker concerned. In case of repeated failure for more than 3 occasions by any worker, the worker shall be replaced / substituted by another worker.</p>	<p>b) PPEs to contract workers of different categories other than fire personnel shall be suitably provided by the contractor for which HDC, KoPT will reimburse to the contractor upto a maximum of ₹ 2,500/- per worker for the entire contract period after the contractor provides the required PPEs to the workers and produce documents thereof.</p> <p>c) The contractor should ensure that the aforesaid contract workers wear the uniform and PPEs wherever required positively. In the event of failure, HDC, KoPT shall levy penalty on the contractor @ Rs. 50 per worker per occasion which the contractor shall recover from the worker concerned. In case of repeated failure for more than 3 occasions by any worker, the worker shall be replaced / substituted by another worker.</p>
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**Annexure – VIII**

**List of Uniforms to be supplied to the Skilled Labours under Fire Unit,  
Administration Division**

<b>Sl. No.</b>	<b>Item</b>	<b>Periodicity</b>	<b>Quantity</b>
1.	Cap Beret	Yearly	01 piece
2.	Badge & Logo for Cap	3 Years	01 piece
3.	Shoulder Badge	3 Years	01 pair
4.	Khaki Cloth (Tericot): Trouser-1.2 mtr., Shirt-1.8 mtr.= 3 mtr.	3 Years	05 sets
5.	Leather Belt (Black)	3 Years	01 piece
6.	Nylon Khaki Socks	3 Years	06 pairs
7.	Rain Coat	3 Years	01 piece
8.	Gumboot	Yearly	01 pair
9.	Red Lanyard	Yearly	01 piece
10.	Whistle	3 Years	01 piece
11.	Leather Shoe (Brown)	3 Years	01 pair
12.	Woollen Jersey	3 Years	02 pairs
13.	Surge Cloth for Trouser	3 Years	01 piece
14.	Navy Blue Woollen Surge Cloth for Coat	3 Years	01 piece
15.	Woollen Khaki Socks	Yearly	01 pair

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Administration Division**

<b>Sl. No.</b>	<b>Item</b>	<b>Periodicity</b>	<b>Quantity</b>
1.	Ear Muff	3 Years	01 piece
2.	Rubber Safety Gloves	Yearly	01 pair
3.	Pollution Mask	Yearly	04 pieces
4.	Safety Shoe	3 Years	01 pair
5.	Safety Goggles	Yearly	01 pair
6.	Reflective Jacket	3 years	01 pair
7.	Helmet	3 years	01 piece

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**Clarifications to the queries raised by the intending tenderers**

<b>Sl. No.</b>	<b>Clause No.</b>	<b>Queries</b>	<b>Clarifications</b>
1	Annexure – III (Clause No. 2.6 (b))	(i) The term, ‘relevant allowances’ may be clarified to enable the bidders to quote their rates appropriately.  (ii) Whether the Port, in case of negotiation with the L1 Bidder, will adjudge the relevancy of any allowance that the L1 Bidder may have considered in his quoted rates.	(i) All allowances are payable by the employer, i.e. the contractors, to their employees. HDC has no say on the type of allowances or rates thereof.  (ii) It is clarified that involvement of HDC in such matter may arise in the event of justification required for negotiation with the L1 bidder, if any.
2	Annexure – III (Clause No. 2.10)	Please include a Schedule in the Tender, clearly specifying as to which categories of worker at each deployment point will have to be provided with uniform, so that the bidders can understand the actual requirement and its financial implication over and above what the Port is going to reimburse, to come to an agreement with the workers and their unions.	It is clarified that the details are clearly mentioned in the tender document. In addition, Sl. No. 4 of the addendum may be seen.
3		<b><u>Overtime</u></b> (i) The workers to be provided at each point will be adequate to man the required number of shifts and there will be no perennial booking requirement for whole shift in OT for short manning as compared to actual requirement.  (ii) In case the Port proposes to deploy shorter strength through the contractors as compared to actual requirement, say in Fire Unit, etc., please indicate the OT hours that will be booked on a daily basis for each working area to enable the bidders to quote accordingly.	It is clarified that overtime, if any, is subject to operational exigency only. The payment terms have clearly laid down compensation to the contractors in case of overtime.

4		<p><u>Leave</u> The amount equivalent to 8 days' leave will not be enough to make good the actual number of leaves that the unions are demanding. We suggest that instead of 8 additional days, the Port may consider 30 days and make the monthly payment accordingly, i.e. 2.25 times the amount equivalent to Clause No. 13.1 payable to the contractor.</p>	It is clarified that compensation for leave by HDC has been clearly specified in the tender document.
5		<p><u>National Holidays</u> This may be kept at par with KoPT's own employees as being demanded by the unions.</p>	The offer from the Port is clearly mentioned in the tender document.
6		<p><u>ESIC / Medical Insurance</u> For those not covered by ESIC, the Port should pay Rs. 1,000/- per month as 80% of the likely annual premium of at least Rs. 15,000/-.</p>	The offer from the Port is clearly mentioned in the tender document.
7		<p><u>Fixed Amount</u> The accepted rate through the tender should be escalated by 5% per year to enable the contractor not to quote speculative rate to absorb anticipated increases in various expenditure during the contract period not reimbursable by the Port.</p>	It is clarified that there would be no change in the tender terms in this regard during the contract period.
8		<p>(i) Please clarify whether the Port will provide quarters to the contractors as accommodation to the workers to be deployed by the contractors at rates applicable to the Port's own employees.</p> <p>(ii) Please clarify whether the Port will ensure admission of the children of the workers to be deployed by the contractors at DAV Public School run by KoPT at rates applicable to the Port's own employees.</p>	It is clarified that no such consideration exist in the new tender.
9	Annexure – III (Clause No. 2.2)	Please clarify / specify the nature and amount of work to be done and the expected output thereof. Please specify the deployment points as well. These are required for understanding the specific work to be done at contractor's cost and arrangement, which needs to be agreed to only without any supervision.	The requirement of manpower of different skills has been clearly mentioned in the tender document which may however vary from time to time. The skill-types and different jobs assigned to such types are mentioned in the Central Government Notifications issued in this regard from time to time. Further, the interested bidder may visit the presently assigned duty points, as permissible by the Port's rules & regulations.
10	Annexure – III (Clause	Deployment Points & Pattern –	It is clarified that the labour supplied by the contractor may be required to work similar nature of job at different points of the Port,

	No. 2.4 & 5)	<p>(i) How to implement a transfer order when a contractor gets an order to supply labour to only one area?</p> <p>(ii) Does the Port wants to reshuffle the workers amongst different contractors from time to time? If yes, please clarify how the same will be done without affecting the statutory provisions and keeping the contracted strength same?</p> <p>(iii) Please clarify multi-skilling and multi-tasking in the absence of exact nature of job.</p>	<p>as per requirement. It does not envisage transfer of labour from one contractor to another.</p> <p>It was clarified that multi-skilling does not mean performing jobs of different skill-types, but slight variation within the same skill-type.</p>
11	Annexure – II (Clause No. 1)	<p>a) Exact nature of job for each skilled category.</p> <p>b) Exact number of workmen for different skilled category e.g. if you require Fireman then which category of Fireman fall.</p> <p>c) Whether for each type of job you require specific qualification.</p>	<p>The skill categories have been clearly mentioned in the tender document. The jobs to be performed are also mentioned in the Central Government notification in this regard. It was clarified that only suitably qualified and experienced competent personnel will be required in the respective Skill category.</p>
12	Annexure – II (Clause No. 10 (a))	<p>Please clarify</p> <p>(i) Whether ongoing contracts yet to be completed but being satisfactorily executed, covering the prescribed period of three years, will also qualify.</p> <p>(ii) Whether the contracts being performed by the 33 contractors at HDC at present are ongoing contracts or completed contracts.</p> <p>(iii) On the basis of the above, please amend the format under Clause No. 11 (a).</p> <p>We also request you to consider that only those organizations who have prior experience of supplying contract workers and supervising their jobs in the Port Sector should be eligible for this tender instead of any organization.</p>	<p>This is an open tender and accordingly any bidder eligible as per the tender terms can participate.</p>
13		<p>Please clarify whether the work requires supply of labour only by the contractor. If not, please modify the clause suitably.</p>	<p>The query is not clear. However, it is clarified that the tender is regarding supply of around 835 workers of different skill-types through contractors.</p>
14	Annexure – II (Clause No. 9)	<p>It is not understood.</p>	<p>It is clarified that the successful bidder would have to submit character and antecedent certificate, to be issued by local law &amp; order authority, of each contract labour supplied by the contractor.</p>

15	Annexure – IV	It is not understood.	It is clarified that it is a declaration to be filled up, signed, scanned and uploaded by the bidder.
16	Annexure – VI	It is not understood.	It is clarified that it is a declaration to be filled up, signed, scanned and uploaded by the bidder.
17		In the event 40 bidders match the L1 bid then it would not be possible to allot atleast 20 labour to all the 40 bidders as the L1 bidder would be allotted at least 100 labour. What is the methodology of excluding some of the bidders in such a scenario?	It is stated that the possibility of such situation is remote and that there could be other such exceptional circumstance also, all of which cannot be predicted also. In such case decision would be taken upon approval of the Competent Authority.
18		If the L1 bidder is allotted 100 labour what would be the mix of the different skill category of labour for such allotment?	It is clarified that this would be decided while finalizing the tender.
19		If unskilled is required to work with machinery, then does his skill category change?	It is clarified that this will depend on the level of technology and the Government guidelines in this regard, if any.
20		As per the tender L1 bidder will get order for supplying at least 100 workers. While allotting the number of workers to be supplied by other bidders at the same rate of L1, the economies of scale may be considered.	It is clarified that it will be considered while finalizing the tender.
21		What is the approximate monthly quantum of gross wage (26 days) for Unskilled, Semi-skilled, Skilled and Highly Skilled categories presently prevailing for the hired labour at HDC	It is clarified that the monthly quantum of approximate gross wage (26 days): Unskilled- ₹ 20,000/- Semi-skilled- ₹ 22,000/- Skilled- ₹ 25,000/- Highly-skilled- ₹ 27,000/-
22	Annexure – I (Clause No. 10 & 13)	Whether both DIC Certificate and Udyog Aadhar, along with NSIC Certificate, would be required.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with either DIC's (DISTRICT INDUSTRIES CENTRE) Certificate or Udyog Aadhar.