

KOLKATA PORT TRUST

LABOUR & IR DIVISION

General Administration Department

15, Strand Road, Kolkata – 700 001

TENDER DOCUMENT

For

Engagement of facilitator / service provider for compliance with EPFO requirement
of uploading and processing employee data

Notice Inviting Tender No : Admn/T/160 Dated 13.07.2018

Last date of bid submission in **sealed envelope** : 03.08.2018

Notice Inviting Tender No : **Admn /T/160** Dated **13/07/2018**

Schedule of Tender Events

1.	Tender Title	Engagement of facilitator / service provider for compliance with EPFO requirement of uploading and processing employee data for a period of one year (Nos. of employee 1200 approx , may vary 10% plus minus)
2.	Tender No.	Admn./T/160 Dated 13/07/2018
3.	Mode of Tender	Single stage Single part. Intending bidders should submit offers containing (i)Techno-commercial bid and (ii) Price Bid in one single sealed envelope. The bidders to submit bid physically in sealed envelope at Tender Box located in the Old Building of KoPT Head Office. Tender No. and the title of Tender should be super-scribed on the envelope along with last date of bid submission.
4.	Estimated contract value	Rs 432000/- , considering present figure of 1200, which may vary 10 % plus minus.
5.	Earnest Money Deposit	Intending bidders are required to submit an EMD of Rs. 8640/-(Eight thousand six hundred forty only) through Demand Draft in favour of Kolkata Port Trust, otherwise their offer will be summarily rejected. Demand draft for EMD should be submitted along with Technical Bid.
6.	Duration of contract	one Year
7.	Contact Persons	Shri S. S. Chatterjee , Deputy Secretary-I , 033-7101-2373, E-mail : s.sundar@kolkataporttrust.gov.in
8.	Bid Validity period	Ninety days from last date of Bid submission.
9.	Tender Inviting Authority	Smt S. Pradhan , Secretary , KoPT
10.	Site of Execution	Within the jurisdiction of Kolkata Dock System of Kolkata Port Trust.
11.	Last Date and time of Bid Submission	03.08.2018, 15.00 hrs
12.	Date and time of opening of Bid	03.08.2018 , 15.30 hrs.

Terms and Conditions of tender

Kolkata Port Trust intends to appoint facilitator/service provider for compliance with EPFO requirement of uploading and processing of employee data of 1200 nos. of contractually engaged persons (may vary 10% plus minus) of Kolkata Dock System for a period of one year. KoPT invites one cover bid (Techno-commercial Bid and Price Bid in single cover) in sealed envelope from eligible bidders who has experience of dealing PF matters with EPFO in the last three years.

1. **Scope of work for facilitator/ service provider :-** All provident fund related matters of 1200 contractually engaged persons (10 % variance plus minus) needs to be taken up with EPFO which broadly includes the following
 - A. Seeding of KYC details , Activation of UAN
 - B. Scrutiny , preparation and submission of ECR, challans through on-line EPFO portal
 - C. Preparation of month wise /annual dues-deposit statement and reconciliation of members accounts
 - D. Uploading forms as mentioned below :
 - (i) Form-2 (Nomination form) , (ii) Form-5 (New joining form) , (iii) Form -5A (Company history sheet) , (iv) Form-9 (Details of registered employees), (v) Form-10 (Staff left form) , (vi) Form-19C (PF withdrawal form) (vii) Form -10C (Pension withdrawal form), (viii) Form-10D (PF Pension form) , (9) Form-3A (Individual Annual return form), (10) Form- 6A (Company Annual return form) (11) any other forms as required by EPFO
 - E. Hearing and all sort of department support as and when required .
 - F. Ensure timely compliances and smooth working of the clients with ownership concept. Attend PF officers visits and remarks and submit the written explanation if any. Coordinate various matters, other legal matters and represent the clients to PF authorities.
 - G. Representatives to be deployed / made available at our office for instructions / jobs within 48 hrs of intimation.
2. **Duration of Contract** : One year from the date of placement of Work Order.
3. **Eligibility criteria of the bidder:**
 - (A) Bidder should be a registered company having office in Kolkata /Howrah/ adjoining areas.
 - (B) The bidder should have experience in dealing with PF matters on behalf of any organisation with EPFO in the last three years. Dealing PF matters for nine hundred sixty people of any organisation is required. Relevant work order copy and job completion certificate should be submitted along with bid.
 - (C) Bidder should have GST registration and PAN card.
 - (D) Bidder should not be blacklisted/debarred by any department/Autonomous body/PSU of central/State Govt. A self undertaking in this regard has to be provided by bidder.

4. **Price Format** : Bidder should quote monthly charges per person for dealing PF related matters as per scope of work defined in SI (1). Quotation should be submitted in format mentioned below:

SI No	Description	In Rupees
1	Monthly charges per person for providing service for compliance with EPFO requirement of uploading and processing employee data as per scope of work, inclusive of taxes and duties (1200 Nos., which may vary 10 % plus minus)	
2	GST	
3	Total	

Signature of bidder or his authorised representative

5. The tenderer is required to unconditionally agree to and comply with the entire Tender document, General Condition of contract (GCC available in KoPT Website) and Addenda, if any, by submitting a copy of these documents duly signed on each page along with the offer.
6. **Payment Terms** :- Payment will be made to the Facilitator / Service provider on monthly basis on receipt of monthly bill along with progress / compliance report for the respective month. Bill should be raised on the basis of actual no of persons whose data has been covered. The successful bidder should submit bill duly authenticated by authorised representative. KoPT shall effect payment to successful bidder through cheques or E-payment at its discretion. No advance payment shall be made to the bidder.
7. **CONFIDENTIALITY:-** Information required by KDS, KoPT from the bidder for the purpose of examination, evaluation etc. of offer will be kept confidential by KDS, KoPT and no such information will be divulged, unless it is ordered to do so by any authority that has power under the law to do so.
8. **Liquidated Damages** :- For late services , as liquidated damages , a sum equal to 2% of prices of the services not provided or total order value , for a week or part of a week subject to maximum limit of 10% of order value will be recovered from the service provider. KoPT reserve the right to cancel the order in such cases and forfeit the performance bank guarantee and may also debar the service provider from participation in future bidding. LD can be recovered from any dues of the bidder.
9. **Earnest Money** : Bid submitted without earnest money is considered non-responsive and is liable for rejection. Earnest money shall be forfeited in case (a) bidder withdraws its offer during the period of consideration of tender (b) it is detected that bidder has submitted false information or fabricated documents (c) successful bidder fails to sign agreement or fails to furnish performance security. Earnest money of successful bidder shall be considered for release immediately after he furnish performance security of amount 10 % of contract value , date of which should not exceed ten days from award of contract.

10. **Performance Bank Guarantee / Security Deposit** :-Successful bidder shall be required to furnish PBG for a value equivalent to 10 % of work order value within 10 days of issue of work order in the form of BG in favour of Kolkata Port Trust. PBG shall be valid up to a period of sixty days beyond completion of contract period. Bank Guarantee format will be provided by KoPT. Alternatively, Successful bidder may deposit security deposit of amount 10 % of contract value in the form of Demand Draft / Bankers cheque in favour of Kolkata Port Trust. Security deposit shall be refunded without interest after completion of contract period and as extended by KoPT plus three months subject to recovery of loss or damages incurred by KoPT due to fault on the part of Bidder.
11. **Bid Submission** :- Bid should be submitted in sealed envelope and in single cover; Bid should contain DD for EMD , documents substantiating the Eligibility criteria as per sl 3 met by bidder, Tender document duly signed & stamped by tenderer as mark of acceptance of tender conditions, and Offer of Bidder and Price duly filled in as per format at SL 4 above. Bid without EMD shall be considered rejected.
12. **Bid Evaluation** :- Bidders who qualify technically will be considered for next round and his price bid will be considered. Lowest bid who qualify technically will be considered for award of contract. Award of contract is subject to verification of original documents.
13. **Language of Bid** :-The Bid and any notations or accompanying documentation must be in English Language only.
14. **Tax clause GST or any other** :- Service provider to confirm that GST amount charged in the invoice is declared in the returns and payment of taxes is also made. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

Supplementary invoice/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

The prices quoted shall be including all statutory levies excluding GST. GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (including GST) (i.e. Grand total as mentioned in BOQ) would be the basis of evaluation

15. **Bid validity period** :-

- (a) Bid shall remain valid for ninety days after opening of bid. The bid valid for shorter period shall be rejected as non-responsive.
- (b) Prior to expiry of the validity period as indicated in the original tender, KDS, KoPT may request bidders to extend the validity for a specified period and the tenderer will have the liberty to refuse such request without forfeiting his EMD.

16. **Data Protection** :- The successful bidder is required to perform or adhere to only those security measures concerning Project data which KoPT deem fit. The successful bidder shall not transfer any project data unless otherwise authorised by KoPT.

17. **Subcontracting** :- The successful bidder is not allowed to subcontract the work to any other party either in full or in part. In case it is subsequently revealed at any stage that outsourcing has been resorted to, the appointment is liable to summarily cancelled with immediate effects with forfeiture of EMD / Performance security.

18. **Rights of KoPT**:

- (a) Order shall be placed as per requirement of KoPT.
- (b) Notwithstanding anything contained in this Tender Document, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- (c) KoPT reserves the right to reject / disqualify any offer, in case KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder himself or on behalf of the Bidder to any officer, employee or representative of KoPT or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.

(d) KoPT also reserves the right to reject / disqualify an offer if it is observed that the Bidder or his representative has made false and misleading statement and/or have tried to influence KoPT in the process of examination, evaluation etc. of the tender.

(e) KoPT reserves the right to postpone the deadline for submission of Bids through notice.

19) **ONE BIDDER - ONE BID CLAUSE**:- One Bidder shall submit one Bid only in response to this Notice Inviting Tender.

20) **AMICABLE SETTLEMENT**:-If any dispute or difference or claims of any kind arises between the successful bidder and KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the request of any party in an effort to resolve such dispute, difference or claim by discussion between them.

21) **SETTLEMENT OF DISPUTES**:- Should any dispute, barring legal ones, arise between KoPT and the successful bidder in connection with this contract, the dispute/difference in opinion will be resolved by Chairman, KoPT, which shall be final and binding upon the successful bidder. In case of any legal dispute between KoPT and the successful bidder in connection with this contract, the same shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be at Kolkata, India.