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KOLKATA PORT TRUST



Planning & Research Division Finance Department

e- Tender for upkeep and errand services in Planning & Research Division (P&R Division)

TENDER NO.: Plg/108/Manpower/Tender/2017

Dated 10.8.2018

Notice Inviting Tender

E-tenders are invited from the bona fide, resourceful and experienced contractors for providing unskilled manpower for upkeep and errand services as per requirement of P&R Division, KoPT in accordance with the General Conditions of Contract, Special Conditions for Labour contract, Special Conditions of this particular contract etc. for a continuous period of 3 (Three) years:-

SCHEDULE OF TENDER

1.	TENDER NO.Plg/108/Manpower/Tender/2017	Dated 10.8.2018
2.	Heading	For supplying five (5) only unskilled manpower for upkeep and errand services as per requirement of P&R Division. However, the number of manpower may be increased as per requirement of P & R Division, KoPT, if required by "Repeat Order", with same rate, terms and conditions of the original tender.
3.	Estimated Cost	Rs 36,50,000/- (Thirty six lakh and fifty thousand only)
4.	MODE OF TENDER	e-Procurement System (Online - Techno-Commercial Bid and Price Bid through CPP Portal https://eprocure.gov.in/eprocure/app) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
5.	Tender No.	: Plg/108/Manpower/Tender/ 2017
6.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & Central Public Procurement Portal	10.8.2018
7.	Date of NIT available to the Vendors for downloading	10.08.2018 , 17.00 Hrs to 31.8.2018, 17.00 Hrs
8.	Date/Venue of Offline Pre-Bid meeting	21.8.2018 at 1500 hrs.
		Venue: Conference Room, Kolkata Port Trust Head Office, 2 nd Floor, 15, Strand Road.







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		Kolkata-700001.
9.	Earnest Money Deposit (EMD)	For MSME registered and NSIC Certificate holding bidders: Nil For others: "Earnest Money Deposit" (EMD) of Rs. 73000/- (rupees seventy three thousand only) may be remitted at least 3 days in advance from the date of closure of online e-tender for submission of bid by A/c payee Demand Draft/Banker's Cheque issued in favour of "Kolkata Port Trust" from a nationalized/scheduled bank having branch in Kolkata. Please furnish the following details applied for while remitting the amount: • Name of the Bidder • Bank Name • Tender No and Date • Name of Tendering Division: P & R Division, KoPT After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after submission of the performance security (security deposit) by the successful bidder.
10.	Tender Cost	For MSME registered and NSIC Certificate holding bidders: Nil For others: "Tender Cost" of Rs. 2500/- (Rupees two thousand and five hundred only), plus GST, may be remitted at least 3 days in advance from the date of closure of online e tender for submission of bid by A/c payee Demand Draft/Banker's Cheque issued in favour of "Kolkata Port Trust" from a nationalized/scheduled bank having branch in Kolkata. Please furnish the following details applied for while remitting the amount: Name of the Bidder Bank Name Tender No and Date



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1	·			
		 Name of Tendering Division : P & R Division, KoPT. 		
11.	Last date for submission of EMD & Tender Cost to KoPT.	31.8.2018 upto 17.00 Hrs.		
a)	Link under "My Menu" in the vendor tender No. in which they want to participate	ler Cost details by using the "EMD & Tender Cost" login. The vendors have to mention the particular pate against the EMD & Tender Cost. The vendors details, viz. the Tender No. & Date and Amount ely, in the given fields.		
b)	(P&R), Kolkata Port Trust, 15 St	uired to be deposited at the office of Joint Director trand Road, Kolkata-700001 through bankers' Cost deposited by any party other than the tenderer, refundable.		
12.	Date of Starting of e-Tender for submission of Online Techno- Commercial Bid and Price Bid at CPP Portal (https://eprocure.gov.in/eprocure/app)	10.8.2018 at 17.00 Hrs		
13.	Date & time of opening of Techno- Commercial bid.	4.9.2018 at 14.00 hrs		
14	Date & time of opening of Price Bid	To be informed separately.		
15.	Special Note	The Bidders at their own initiative must visit KoPT Website/CPP Portal regularly for further notices, if any, regarding amendment/ addition/ modification/explanation etc. regarding the instant tender for compliance of the same.		
16	Right of Management	The concerned management of KoPT reserves the right to suspend/withhold/dismiss any time the tendering/bidding process with or without assigning any reason, whatsoever.		
17	Explanation	All the technical words in this tender document have context-specific meaning. Moreover, unless otherwise specifically mentioned, the terms 'Contractor', "Service Provider", "Successful Bidder" convey the same meaning in this tender document. Tenderer/Bidder/Vendor also convey the same meaning in this document. Similarly terms like "Labour/Labourer/Worker/Employee (deployed by contractor)" convey the same		

meaning in this tender document. Terms like



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	"Firm"	or	"Company"	represents	the
	Firm/Cor	npany	/Organization e	tc. of the succe	essful
	bidder.				

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

A) Important Instructions for E-procurement

Process of E-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal **https://eprocure.gov.in/eprocure/app** before responding to this e-tender:

- > Bidders' Manual Kit
- ➤ Help for Contractors
- > FAO

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

Contact Person (Planning & Research Division):

Name	Designation	E Mail	Phone
Smt. R.Das	Jt Director (P & R)	jt.dir.pr@kolkataporttrust.gov.in	9674155646
Shri K.Chatterjee	Sr. Dy. Director (Research)	kaushik.c@kolkataporttrust.gov.in	9674155647
Shri N. Dey Roy	Sr. Dy. Director (EDP)	nabadeyroy@kolkataporttrust.gov.in	9836298640
Shri D.S.Chaudhuri	Dy. Director (Research)	debangsu@ kolkataporttrust.gov.in	8420193379



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Contact persons	Contact persons (CPP Portal):				
Name	E Mail	Phone			
Mr. Nazmush	webhelpdesk@gmail.com	9563251950			
Ms Ishu Agarwal	hrishu90@gmail.com	7686832961			

Note: Techno-Commercial bid and Price Bid will be opened electronically on specified date and time as given/to be informed in the NIT. Bidder(s) are at liberty to witness electronic opening of the bids. Price bid of only those bidder(s) whose Techno-Commercial Bid/s are found to be qualified by KoPT, will be opened electronically.

All entries in the tender should be entered online in Technical & Commercial Formats without any ambiguity.

In case the bidders, barring those falling under the exempted categories, failed to submit the payment towards Tender Cost & EMD for any reason, no correspondence in this respect will be entertained with them by KoPT and KoPT will not be responsible for any such lapses on this account. Bidders are advised to make remittance of Tender Cost and EMD well in advance of the closure date of the on line e-tender and verify completion of transaction in respect of Tender Cost and EMD.

Once the documents are uploaded in the library, vendors/bidders can attach documents through *Attach Document* link against the particular tender. For further assistance, please follow instructions of vendor guide.

All Notices / Corrigenda and correspondences to the bidder(s) shall be sent by email only during the tender process, till finalization of the same by KoPT. Hence, the bidders are required to ensure that their corporate email I.Ds. provided are valid and updated at the stage of registration of vendor with CPP portal (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

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E-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-Tender:

- a. Bidders need to submit the necessary EMD, Tender Cost for becoming eligible to bid online in the e-tender. Tender costs are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- d. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as stipulated.
- e. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the KoPT will form a binding contract between KoPT and the Bidder for execution of supply. Such successful Bidder shall be called hereafter "SUPPLIER".
- f. It is mandatory that all the bids are submitted with Digital Signature Certificate; otherwise, the same will not be accepted by the system.
- g. KoPT reserves the right to cancel/reject/accept/withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.
- h. No deviations in the terms and conditions of the tender document are acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- i. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.
- j. No deviation to the technical and commercial Terms & Conditions will be allowed.
- k. The bidders must upload copies of 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.
- 1. The Bid will be evaluated based on the filled-in technical & commercial formats.
- m. 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, EMD of the defaulting bidder(s)

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shall be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

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 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

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 in the 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** Facility Management /upkeepment work in offices, industrial areas/housing complexes works each costing not less than 40 % of the estimated amount put to tender,

Or

(ii) 02 (Two) **completed** Facility Management /upkeepment work in offices, industrial areas/housing complexes works each costing not less than 50 % of the estimated amount put to tender,

Or

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(iii) 01 (One) **completed** work Facility Management /upkeepment work in offices, industrial areas/housing complexes costing not less than 80% of the estimated amount put to tender.

(In this context "Completed work" implies successful Completion of the concerned work in the contractual period in which the same was entered into.)

- **b.** The Average Annual Financial Turnover of the bidding firm during the last three consecutive years, ending on 31-03-2017 or 31-03-2018, should be at least 30% of the estimated amount put to tender.
- **c.** Work experience as a sub-contractor shall not be considered as the requisite qualification.

2. <u>ELIGIBILITY TO BID:</u>

- a. The bidders must upload the following Documents (self-attested):
 - i) Copy of GST registration certificate.
 - **ii**) Copy of Valid Trade License.
 - **iii**) Copy of Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
 - **iv**) Copy of the Proof of Possession of valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
 - v) Copy of the Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
 - vi) Company Particulars (as per **Appendix 'A'- Bidder's Information**) 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 pre-qualification criteria mentioned at Clause-B1.

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- **viii)** Copies of Last three years of Balance Sheet and Profit & Loss account, in support of Annual Financial turnover (i.e. 2014 2015, 2015-2016 and 2016-2017 or . 2015 2016, 2016-2017 and 2017-2018), and the same should be audited as per relevant norms, wherever required.
- ix) Copy of the PAN Card
- x) Scanned Certified copies of the proof for paying (i) Tender Cost (ii) EMD, except for For MSME registered and DIC Certificate holding tenderers. However, MSME Tenderers/Bidders must submit documents certifying that they are exempted from paying Tender Cost/EMD.
- **xi**) Copy of the 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**) Copy of the Self-declaration of the bidder 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 currently bidding for the same work.
- **xiii**) Scanned and certified copy of the Undertaking by the bidder to be submitted as per enclosed Proforma (**Appendix** –**D**) in lieu of submission of signed copies of the full Tender document including addenda, corrigenda & General Condition of Contract (GCC).
- xiv) Scanned and certified copy of the Power of Attorney (as mentioned in Clause 4.2 of the para "General Instruction to Bidders")
- **xv**) Scanned and certified copy of the Undertaking of the Manpower Guideline to be submitted as per enclosed Proforma in **Appendix C**.
- **xvi**) Scanned and certified copy of the duly filled Indemnity Bond as per **Appendix E.** The selected bidder will have to submit another copy of the duly filled and signed Indemnity Bond as per Appendix-E on a Non-Judicial Stamp paper of Rupees Fifty only.
- xvii) Upload Price Bid as per Appendix-F.

(The bidder must furnish original copies of all the aforesaid documents, if required, as per requirement of KoPT for verification and statutory purpose).





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3. PRE-BID MEETING:

A Pre-bid meeting will be held at the Conference room of Kolkata Port Trust Head Office, 2nd Floor, at 15, Strand Road, Kolkata-700001, on **21.8.2018 at 15.00 hrs.**

4. GENERAL INSTRUCTIONS TO BIDDER:

- **4.1** The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.
- **4.2 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 the Techno-commercial bid.
- **4.3** Tender for the above work should be submitted in accordance with the Schedule of Quantities as specified in the tender and in accordance with the special conditions of contract. The **Special Conditions of Contract** mentioned herein-under shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**.
- 4.4 Any clarification with regard to interpretation of ambiguities detected 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 CPP as well as KoPT and shall be part of the bid document.

4.5 Earnest Money Deposit: (EMD)

- (i) Each tenderer/bidder (barring the MSME Registered ones) has to deposit Earnest Money Deposit of Rs73,000/- (Seventy three thousand only) in terms of "General condition of Contract" of Kolkata Port Trust and Rule-170 of the GFR, 2017 as follows.EMD may be remitted by Banker's Cheque/Bank Draft payable to Kolkata Port as per the particulars mentioned in "Schedule of Tender". Payment particulars of the EMD made through Banker's Cheque/Bank Draft should be deposited (under the commercial terms and conditions) by the bidder in the P & R Division, KoPT.
- ii) Unsuccessful tenderer's Earnest Money Deposit through Bankers Cheque/Bank Draft will be refunded without interest as promptly as possible after completion of the tender process.
- iii) The successful tenderer's Earnest Money Deposit may be considered for release after the tenderer, executing the agreement with Kolkata Port Trust, concurrently furnishes the Performance Security deposit equalling 10% of the total contract value in the form of Bank Guarantee (B.G.) from nationalized bank under Kolkata jurisdiction or through D.D./Banker's cheque payable at Kolkata.

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- iv) The Earnest Money Deposit(EMD) shall be forfeited a) if a bidder withdraws its offer during the period of tender validity. b) If a bidder submits false information or fabricated documents, and the same is detected during consideration of tender. In case it is detected after award of tender, the contract may be terminated and losses on this account would be recovered from the contractor. Punitive action including suspension and banning of business can also be taken against defaulting bidders. Moreover, in case of the successful bidder, if the bidder fails (a) to sign the agreement (b) to furnish the Performance Security Deposit in time (c) fails to start work within stipulated period, the EMD may be for forfeited.
- **4.6 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 D. S. Chaudhuri, Dy. Director (P&R). E Mail: debangsu@kolkataporttrust.gov.in, (Mobile No: 8420193379).

4.7 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 for forfeiture, at the option of the Trustees/ Sanctioning Authority/Engineer.

5. <u>Tender Submission Procedure</u>:

THE TENDER must be submitted on line in **One Part** containing both — Techno-commercial Bid and Price Bid.

Last Date of Submission: E- Tenders must be submitted on line latest **by** 17:00 Hrs on 31.8.18 - after which no tender shall be accepted.

7. Opening of Tender:

The Tender shall be OPENED at 4.9.2018 at 14.00 hrs. at the Conference Room of Kolkata Port Trust Head Office in presence of representatives of the intending bidders. One authorized representative of each bidder may be present at the time of opening. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder.

- **8**. During Techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case:-
 - (i) It is not accompanied by requisite Earnest Money Deposit confirmation document,
 - (ii) It is not accompanied by requisite Tender Cost Deposit confirmation document,
 - (iii) The validity of the offer is less than tender stipulation.
 - (iv)It does not meet the Qualification Criteria as stipulated in the NIT.





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- (v) The bidder submits conditional offer / imposes its own terms and conditions / does not accept tender conditions completely .
- (vi) All the documents required as per Tender are not uploaded.
- (vii) The bidder provides misleading or false information in the statements and documents submitted.
- (viii) Record of unsatisfactory performance during any of the last seven consecutive 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 Kolkata Port Trust in this regard shall be final and binding on the Bidder.

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

- 9.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.
- 9.2 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 the cost of Tender Document and full amount of Earnest Money as per NIT. Otherwise their offer will not be considered.
- 9.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.





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SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF SERVICES:

- **1.1 Physical Area Coverage**: The Contract will cover the P&R Division offices at Head Office ,15 Strand Road, Kolkata-700001 and Subhas Bhavan, 40 Circular Garden Reach Road, Kolkata-700043 and will include the operations as follows:-
- 1.1.1 Deployment of 5 Unskilled Workers (USL) (The workers should be able to speak, read and write either Bengali/Hindi/English, having basic knowledge of English and numerals)
 - a) Daily cleaning of tables, chairs and other furniture/fixtures at various locations in P & R Division as directed.
 - b) Filing and movement of documents as and when required.
 - c) Shifting of almirah, tables, chairs, other furniture, office equipment, files, computer and its accessories etc. as and when necessary.
 - d) Any other work, as directed and required as per exigency.

1.2 Working Hours:

Working hours and number of days of work in a week in various offices would normally be as per the working hours and number of days of work prevailing in the concerned offices. Duty hours/shifts may, however, vary with the nature of the concerned office, but total number of duty hours will be maintained as per rules.

NOTE: The Attendants/Workers at any place may be required to do work at any other offices of KoPT as per exigencies of requirement of work as & when required.

2. <u>BIDDER'S COMMITMENTS:</u>

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- 2.1 Payment to the labourers 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 effected from time to time.
- 2.2 The bidder will abide by the Job Safety measures, comply with the Statutory Rules and Regulations and will indemnify KoPT from the demands and / or responsibilities arising out of accidents or loss of life or limb, the cause of which may be directly attributable to the Contractor's negligence. In these cases, the bidder will not hold KoPT responsible or obligated under any circumstances.
- 2.3 The bidder 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 bidder 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 of their misdemeanors. The bidder shall maintain proper Books of Accounts, transparent Records and Documents and shall produce the same or any record that may be required for service related matters to KoPT Authority, as and when required. ESI/EPF will be reimbursable to the bidder, on submission of valid documents as stated in Clause 11.2. The bidder shall obtain all requisite approvals, permission, licence etc. from the appropriate authorities for meeting its commitments and for complying with the obligations on its part under the contract
- 2.4 The bidder 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 Joint Director, Planning & Research Division KoPT, 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 continuous period of 3 years from the date of commencement of work with a provision for extension by one year.

5. <u>Evaluation of Techno-commercial Bids</u>:

Evaluation of Techno-commercial bid will be carried out **as per practice** followed at KoPT.

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6. Evaluation Criteria for Price Bid:

Please refer to the Note under Price Bid at Appendix-F.

7. Escalation:

- i) The amount of the Service Charge (per employee per day at the rate mentioned in Price Bid) will be fixed at the specific percentage of daily wages as on the date of commencement of contract, as quoted by the bidder, and such amount will remain fixed during the entire period of the contract, irrespective of variation in minimum wages, if any, during the period of contract or any extension there-of. The Service charges payable will however vary proportionately with the number of workers/days deployed.
- ii) The actual deployment of labourers will be the basis of calculating the charge payable to the successful bidder. Also, the bidder, shall maintain a Register as a proof of paying workers as per Minimum Wages Act or in excess of that as may be decided by the bidder.
- iii) The work must be carried out without hampering normal office work of the Head Office/other offices of KoPT. The contractor must take proper care of the office properties during execution of the work by the labourers and any damage to the office properties must need to be compensated in the way decided by the FA&CAO, KoPT.
- iv) The contractor should take all possible precautionary measures for the safety of his workmen during execution of works. KoPT, under no circumstances, will be responsible for any accident of the contractor's workmen during execution of the work, which have not been caused because of clear and direct negligence of KoPT.
- v) The site will be inspected everyday between 11-00 and 12-00 hrs by the concerned officer of P&R Division along with representative of the contractor to ensure that the works are being done satisfactorily. During inspection, if it is found that the assigned work has not been done satisfactorily, 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 made on monthly basis on completion of the calendar month and thereafter, following submission of duly certified bills by the successful bidders to KoPT, conforming to the modalities mentioned in Clause 2.1 and 2.3 above of Special Condition of Contract.
- 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.

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- viii) During the period of contract for three years (and the extended period, if any), the contractor shall not entitled to receive any escalation in his quantum of profit, irrespective of increase in Minimum Wages of Labour. Taxes will be paid by KoPT at actual as per prevailing GST and Income Tax Act or as applicable.
- ix) KoPT would reimburse the successful bidder the "Minimum Wages" as mentioned in Clause 2.1, EPF and ESI Contribution of the Employer, Bonus (if any), Fixed amount of service charge (as mentioned in para 7.1) and GST only, as and where applicable, to the contractor on submission of documents as mentioned in Clause 11.2 (below) to KoPT, after the completion of each calendar month for the preceding month.

• The Security Deposit (SD) / Performance Security

- 8.1 Successful bidder will submit Security Deposit for a sum equivalent to 10% of the "Total Evaluation Value of the Contract for Three Years" within one month from the date of receipt of due intimation in this regard, through A/c Payee Demand Draft or Banker's Cheque or Bank Guarantee. Bank Guarantee executed in favour of 'Kolkata Port Trust" from a Commercial/Nationalized/Scheduled Bank having office at Kolkata, valid for three years & six months, (as on the date of submission of the bid) is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.
- 8.2 If the bidder fails to deposit SD within the stipulated period, his EMD will be liable to be forfeited. 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 KoPT or abandons the work partially or fully, his SD will be liable to be forfeited upon termination of the contract. 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 KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, 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 KoPT.
 - b) The bidder shall have to apply for the refund of Security Deposit. Before releasing the Security Deposit, the contractor shall also have to submit a Certificate to the effect that they have no claim(s) against KoPT 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 Deposit, the successful biddere may furnish the certificate in the following format:

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10. <u>Income Tax</u>

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. <u>Terms of Payment</u>

- 11.1 The successful bidder will raise monthly bills on completion of the month 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 tenderer shall furnish the following information immediately after receipt of intimation in this regard:
 - i) Bank Account No. of the successful bidder
 - 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 Particulars.
 - vii) GST IN No:

Accordingly, the successful bidder 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 KoPT.

- 11.2 The payment will be made on submission of original documents with the bills confirming:-
- (i) Receipt of monthly wages by the employees deployed for housekeeping and errand services.
 - (ii) Electronically generated money receipts from ESI Authority.
 - (iii) Electronically generated money receipts from EPF Authority.

12. LD Clause:





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0.5% of the Service Charge, per week or part of the week, counted from expiry of the sixth day of every month for delay in payment to the labourers 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 successful bidder 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 there-of or any other laws relating thereto and the rules made there-under from time to time.
- 13.2 It will be the duty of the successful bidder 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 any delay, damage, etc. and shall keep Kolkata Port Trust fully indemnified against all penalties and liabilities which may arise on account of non-compliance or infringement of any such Acts, Ordinances, Rules, Regulations, Bye-laws, procedures etc.
- 13.3 The aforesaid Regulations shall be deemed to be part of this contract and any breach there of shall be deemed to be a breach of this contract.

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

The successful bidder will at his own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights which is attributable to the contractor, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust, 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 successful bidder will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servants or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury attributable to the successful bidder including injury resulting in 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. **Applicable Law**:

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.





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16. Force Majeure:

In the event of the successful bidder /Kolkata Port Trust 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".

17. Antecedent Verification / Physical Fitness Certification and other terms and conditions:

- 17.1 The successful bidder should verify and submit report of the local police for each and every employee deployed by the successful bidder. The successful bidder should make adequate enquiries about the character and antecedents of the persons whom they are deploying at KoPT. 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 KoPT. The successful bidder will also ensure that the personnel deployed are physically, mentally fit and conform to the requirements and their qualifications conform to the requirements of Kolkata Port Trust. The successful bidder shall withdraw such employees who are not found suitable by the KoPT Authority for any reasons, immediately sequel to start of the contract or during any time of its pendency on receipt of such request from KoPT. The successful bidder must furnish desired information of each deployed worker/employee in the letter head of the service provider as per the format mentioned in Appendix-G
- 17.2 The successful bidder has to provide Photo Identity Cards to the persons deployed at work. These cards are to be constantly displayed and their loss to be reported immediately to KoPT and to the Service Provider simultaneously by the persons deployed at work.
- 17.3 The successful bidder has to provide uniform to all workers deployed under his control. The name / logo of the contractor should be embossed prominently on the uniform.
- 17.4 The employee of the successful bidder should be polite, cordial, tactful, enthusiastic, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of KoPT. The successful bidder shall be responsible for any act of indiscipline on the part of his employees deployed in KoPT. KoPT on its own part would ensure

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that civic/courteous behavior is also meted out by officials of KoPT to the deployed staff of the successful bidder.

- 17.5 The person deployed shall not claim any master and servant relationship against this office.
- 17.6 The successful bidder will provide additional personnel as may be required for short period also in case of exigencies as per requirement of KoPT.
- 17.7 The successful bidder 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 successful bidder.
- 17.8 The successful bidder has to ensure that none of his deployed workers will join any demonstration / agitation while on duty in KoPT premises.

18. **Assignment of Contract**

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

19. **Termination of Contract**

- 19.1 The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors:
 - a) Failure on the part of the successful bidder to supply requisite number 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 are not satisfactory.
 - b) Breach of any terms and conditions of contract including payment of monthly minimum wages to the personnel deployed within 6^{th} of every month.
 - c) Any unlawful act of the successful bidder on behalf of the successful bidder on any 3rd party entailing any damage/loss to the property/material/stoppage of service of the Trustees or any inconvenience to the Trustees.
 - d) After usual expiry of the contract period, the contract automatically stands cancelled.

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- 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.
- 19.2 For such cancellation, KoPT will, under no circumstances, be obliged to bear any financial repercussion and KoPT's decision to this effect shall be final.

20. <u>AWARD OF CONTRACT/SIGNING OF AGREEMENT & COMMENCEMENT</u> OF WORK:

- Award of Contract: The competent authority of KoPT would issue an offer letter to the "Successful Bidder" for the purpose of accepting the offer of KoPT for conducting "Housekeep & Errand Services in P & R Division" of KoPT for the stipulated period. The receipt/acknowledgement of the offer letter by the successful bidder or his/her authorised representative would be considered as "Award of Contract".
- 20.2 The successful bidder will provide the desired manpower to P & R Division within 7 working days from the date of receipt of Award of Contract failing which the order is liable to be cancelled. Moreover, the successful bidder will enter into a formal agreement with KoPT, as per the format mentioned vide Appendix-H, execute Indemnity Bond as per Appendix-E on a Non Judicial Stamp Paper of Rs 50/- within 10 working days from the date of receipt of Award of Contract.
- 20.3 The successful bidder also have to pay the security deposit to KoPT 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.
- 20.4 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.

21. PENALTY:

- 21.1 If after the contract has been awarded, the successful bidder 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 17 which will also be applicable
- 21.2 If the successful bidder 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 successful bidder 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.
- 21.3 If any of the staff of the successful bidder misbehaves with party/staffs of KoPT etc., not found in his place of work during duty hours, does not carry out /refuses the designated work or causes unreasonable delays in carrying out the work, does not supply/provide proper materials





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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.

21.4 The penalty will be realised from any dues of the successful bidder or the successful bidder will have to pay the same to the Trustees.

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

23. AMENDMENT:

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Government of India and law(s) of the land

24.AMICABLE SETTLEMENT:

If any dispute or difference or claims of any kind arises between the successful bidder and KDS, 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 through discussion between them.

25. SETTLEMENT OF DISPUTES

- a. Should any dispute, barring legal ones, arise between KDS, KoPT and the successful bidder in connection with this contract, the dispute/difference in opinion will be resolved by Chairman, KDS, KoPT, which shall be final and binding upon the successful bidder.
- b. In case of any legal dispute between KDS, 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. The Arbitrator may be nominated from the panel of Arbitrators (as maintained by Kolkata Port Trust) 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 Kolkata Port Trust and the successful bidder. The cost incurred for referring the matter



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to arbitrator will be shared by both the parties equally.

26. Disclaimer:

Every attempt has been made to make this document error free. However, despite this if any error/omission/discrepancy is noticed in due course of time, that would be notified in KoPT website and in CPP Portal. Prospective bidders are requested to follow the websites regularly for such information if any. This is in addition to the reasons (further notices regarding amendment/correction/modification/explanation/outcome of pre bid meeting/date extension etc.) as mentioned under row No 15 (Special Note) in the Schedule of Tender.

Enclosures:

Annexure 1: Particulars About Cost Of Tender Document And Earnest Money Deposit.

Appendix -'A'- Bidder's Information

Appendix – 'B' - Check-List For Documents To Be Uploaded with the Bid

Appendix – 'C'- Guideline For Manpower Deployment Plan From 2018 To 2021

Appendix – 'D', - Undertaking To Be Submitted In Lieu Of Uploading/Submitting Signed Copy Of Full Tender Document.

Appendix - "E" -Format Of Indemnity Bond

Appendix – "F" - Price Bid Format (to be uploaded with Price Bid)

Appendix – "G"- Antecedent Certificate Format

Appendix - "H"- Agreement Format

Jt. Director (P&R)



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Annexure-1

Particulars of Cost of Tender Document & Earnest Money Deposit

[TO BE UPLOADED in CPP portal by the bidder]

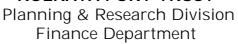
Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS/	Amount
NEFT	
(Date of Remittance, Name of the bank, &	(In Rs.)
Branch, UTR No.)	
	2500/- (Rupees two
(Please Provide Details)	thousand and Five hundred
	only)



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		plus applicable GST
3.	Earnest Money Deposit:	
	Detailed Particulars of deposit of Amount by Bankers Cheque/Bank Draft	Amount (In Rs)
	Please Provide Details of Bank Name, Bank Branch Name, IFSC Code of the branch, , Amount in words and figures, Payable to , Bankers Cheque/Bank Draft Number and Date of Issue	73000/- (seventy three thousand only)
ate :		
ıthoriz	ed Signatory of the Tenderer/Bidder	(with official Seal and date
<u>PPENI</u>	DIX-'A' (Bidder's Information)	
	[TO BE UPLOADED WITH TECHNO-COM	IMERCIAL BID]
ame of	the Firm /Bidder:	
ame of	the Authorized Signatory:	
fficial A	Address:	
	o.: FAX:	



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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 / Br	ranch
Account Type:	A/C No.:
MICR No:	IFSC Code No.:

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

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APPENDIX 'B'

(CHECK-LIST FOR DOCUMENTS TO BE UPLOADED)

The bidders must upload the following Documents (self-attested):-

- i)Copy of GST registration certificate.
- ii)Copy of Valid Trade License.
- iii) Copy of Valid Professional Tax Clearance Certificate / Up to date tax payment challan, if applicable.
- iv) Copy of the Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.
- v) Copy of the Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Company Particulars (as per Appendix 'A'- Bidder Information) 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 B1
- viii)Copies of Last three years of Balance Sheet and Profit & Loss account, in support of Annual Financial turnover (i.e. "2014–2015, 2015-2016 and 2016-2017" or "2015-2016 2016-2017 and 2017-18") , and the same should be audited as per relevant norms, wherever required.
- ix) Copy of the PAN Card
- ix)Scanned Certified copies of the proof for paying (i) Tender fee (ii) EMD (Copy of Bankers Cheque/Bank Draft), except for For MSME registered and DIC Certificate holding tenderers/bidders. However, MSME Tenderers/Bidders must submit documents certifying that they are exempted from paying Tender Cost/EMD, as per Annexure-1.
- x) Copy of the 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.





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xi)Copy of the 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.

xii)Scanned and certified copy of the Undertaking by the bidder to be submitted as per enclosed Pro-forma (Appendix –D) in lieu of submission of signed copies of the full Tender document including addenda, corrigendum & General Conditions of Contract (GCC).

xiii)Scanned and certified copy of the Power of Attorney (as mentioned in Clause 4.2 of the para "General Instruction to Bidders")

xiv)Scanned and certified copy of the Undertaking of the Manpower Guideline to be submitted as per enclosed Proforma in Appendix C.

xv) Scanned and certified copy of the Indemnity Bond as per Appendix E.(The successful bidder will have to execute the Indemnity Bond as per Appendix-E on non judicial stamp paper of Rs 50/-.)

xvi)Upload Price Bid as per Appendix-F

(The bidder must furnish original copies of all the aforesaid documents, if required, as per requirement of KoPT for verification and statutory purpose)

Deponent



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APPENDIX-'C'

Guideline for Manpower Deployment Plan from 2018 to 2021

TO BE UPLOADED in CPP Portal by the bidder along WITH TECHNO-COMMERCIAL BID

Sl.	Location	Un
No.		skilled
1.	Head Office and other	5
	divisional offices	



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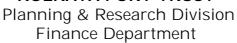
Dated 10.8.2018

APPENDIX -D e-Tender No. Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document. Ref. No..... Dated: The Jt. Director (P&R) Kolkata Port Trust, P & R Division 15, Strand Road, Kolkata - 700 001 Dear Sir. understood the entire Tender Document bearing No...., Date.... issued by Kolkata Port Trust alongwith General Condition of Contract, Special Condition of Contract, Corrigenda and Addenda of the tender document. 2. We accept all terms & conditions of the said tender. 3. We are submitting this undertaking in lieu of submission of signed copy of the full tender documents, General Condition of Contract, Special Condition of Contract. Yours faithfully, Signature of Bidder..... Name: Designation: Date: Seal of the Bidder.....



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APPENDIX -E

(FORMAT OF INDEMNITY BOND)			
	, son of Shri / Smt		
Partner / Proprietor / Director	ietor / Director having office at am a bidder vision, KoPT (A statutory body under MPT Act, 1963)		
	Trust asked the every bidder, to furnish an Indemnity Bond in a Port Trust against all damages and accident to the Labour/s of		
named hereinabove shall indemnify ACCIDENT OCCURRING TO THE the Kolkata Port Trust and which shal execution of the work stated in the NIT 4. AND the Bidder hereunder agrees t	NITY WITHNESSTH THAT the Tenderer /Contractor/Bidder the Kolkata Port Trust AGAINST ALL DAMAGES AND Labour/s of the Tenderer / Contractor/Bidder as demanded by l be legal and / or claimed by the Kolkata Port Trust during the No. o indemnify and at all times keep indemnified the Kolkata Port entative and also all such possible claim or demand for damages		
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	1. Signature		
Name: -	Name: -		
Address	Address		
2. Signature			
Name: -			
Address			
Witness:			









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1. Signature Name & Address:

APPENDIX-'F' **PRICE BID** [TO BE UPLOADED IN CPP PORTAL BY THE BIDDER]

1	2	3
Sl. No.	Item	Unskilled workers
A	Number of unskilled personnel to be deployed in P&R Division, FINANCE, KoPT	5
В	Minimum Wages per unskilled employee of contractor w.e.f. 30/06/2018 as per Central Govt.	Rs.553/-
С	Total cost per month (i.e. 26 working days per calendar month)	71,890/-
D	SERVICE CHARGES PER MONTH in % on Row C	
Е	The amount of Service charge per month as per percentage indicated in 'D' above (to be Rounded off to the next integral value) (in Rupees)	
F	Cost per month(C) + Service Charges per month(E) (in Rupees)	
G	Total cost of Contract for 3 years (F x 36) (In Rupees)	
Н	Service Charge Per Employee Per Day (E/ 5/26) (in Rupees)	

NOTE: Evaluation will be made on the basis of Total Amount at Column No. 3 at row G above. GST/Taxes as applicable will be paid extra. The Service Charge per person deployed (as mentioned in row H above) will be fixed throughout the period of contract or extension of

TO TATA PORTE

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period, if any, barring any provisions, if any, that may invoked in terms of Clause 12 of special conditions of contract.

The Techno-commercially qualified bidder who will quote the lowest percentage of service charges, would be the L1 bidder

<u>APPENDIX – G</u>

Letter Pad of Contractor ANTECEDENT CERTIFICATE

Space for recent Photograph Details of the Employee 1. Name: 2. Father's/Husband's Name: 3. Date of Birth/Age: 4. Residential Address: Present: Permanent: 5. Date from which residing at present address: 6. Name of the Police Station: 7. Name, Address & Phone No. of Last Employer: STATION: DATE: SIGNATURE OF THE INDIVIDUAL This is to certify that Shri/Smt. Son/Daughter of Shri residing at which lies within the limits of this Police Station, has no case pending against him/her, as per the

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Planning & Research Division Finance Department



e- Tender for upkeep and errand services in Planning & Research Division (P&R Division)

TENDER NO.: Plg/108/Manpower/Tender/2017

Dated 10.8.2018

records of this Police Station.

STATION: SIGNATURE WITH DATE: OFFICIAL SEAL

Appendix-H

FORM OF AGREEMENT

Agreement made this day of 2018 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called 'Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of one part and (hereinafter called the 'the Successful Bidder' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

Whereas the Trustees are desirous that certain works viz., **Upkeep and Errand services to Planning**& Research Division KoPT should be undertaken for a period of three years with effect from **.**.

2018 and have accepted the Tender submitted by the Successful Bidder for execution of such works.

Now this Agreement witness as follows:

- 1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Bidders" hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,
- a) The said Tender document (Tender No.)
- b) The General Instructions to Bidders
- c) Special Conditions of Contract
- d) Unconditional acceptance of the Tender by the Successful Bidder
- e) Rate Schedule submitted by the Successful Bidder
- f) All correspondences, by which the contract is added, amended, varied or modified

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KOLKATA PORT TRUST



Planning & Research Division Finance Department

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in any way, on mutual consent.

- 3. In consideration of the payments to be made by the Trustees to the Successful Bidder as hereinafter mentioned, the Successful Bidder hereby covenants with the Trustees to execute the work in conformity in all respects with the provision of the contract.
- 4. The Trustees hereby covenant to pay the Successful Bidder in consideration of such execution at the contract prices in the form of Gross wages paid to the workers per month with "Service Charge" @ -- % of the minimum wages of Rs. 553/- per worker per day at the time and in the manner prescribed by the contract.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) this day and year first above mentioned.

SIGNED, SEALED AND DELIVERED at Kolkata

By the said			
In the presence of			
Name	:		
Address	:		