

**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
TENDER DOCUMENT
FOR
HIRING OF ARMED & UNARMED SECURITY PERSONNEL
FOR SECURITY AND SURVEILLANCE AT DIFFERENT AREAS
UNDER
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

TENDER NO. : Admn/S/36M/2019-21

E-tender No. : KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333



KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

Administration Division, Jawahar Tower Complex,

P.O.: - Haldia Township, Dist.: Purba Medinipur,

PIN: 721607, West Bengal.

FAX: 03224-263152

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from experienced, bonafied and reliable vendors/contractors for hiring of Armed & Unarmed Security Personnel for Security and Surveillance at different areas (as per tender BOQ) under Haldia Dock Complex, Kolkata Port Trust.

The Tender Document, corrigendum / addendum / clarifications if any, will be hosted in the websites of Kolkata Port Trust (www.kolkataporttrust.gov.in) and MSTC (www.mstcecommerce.com). However bid document, corrigendum / addendum / clarifications if any, may be downloaded from MSTC website only. Intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Tenderers should visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Admn/S/36M/2019-21
b.	MODE OF TENDER	e-tender System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333
d.	Date of NIT available to parties to download	14.12.2018
e.	Offline Pre-Bid Meeting starting date & Time	27.12.2018 at 1100 Hours
f.	Pre –Bid Meeting closing date & Time	NA
g.	Estimated Cost	Rs.9.87 crores.
h.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 19,74,000/- (Rupees Nineteen Lakh Seventy Four Thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of Earnest Money shall be accepted. The Bidders would be able to access the

			<p>payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: “ HDC EMD/Tender Fee Payment” . Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No.:</p> <p>f) Date of payment:</p>
	ii)	Bid Document Fee	<p>The intending bidders should submit Bid Document Fee of INR 2950/- (Rupees Two Thousand Nine Hundred Fifty only) including GST @ 18% to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p>

			<p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) under the icon: “ HDC EMD/Tender Fee Payment”. Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under “Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway” section of the tender document.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor : b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/10/18-19/ET/333 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p>
	iii)	Transaction Fee	INR 17,700/- (Rupees Seventeen Thousand Seven Hundred only) including GST @ 18 % on Service Charge towards Payment of Transaction fee only through the link “Transaction Fee Payment” of MSTC

		LIMITED. (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")
i.	Last date of submission of EMD & Bid Document fee.	08.01.2019 up to 1400 hours
j.	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.
k.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt	01.01.2019 from 0930 hours
l.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	08.01.2019 up to 1500 hours
m.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid). Date of opening of Part II (i.e. Price Bid) shall be informed separately	08.01.2019 after 1530 hours

List of Annexure :

Important instructions for E-Tender	: Annexure –I
General information & instructions to the Tenderers	: Annexure -II
Commercial Terms & Conditions	: Annexure - III
Declaration of Tenderer for downloading the Tender document.	: Annexure-IV
Declaration by the Tenderer	: Annexure-V
Covering Letter	: Annexure-VI
Price Bid	: Annexure-VII

Important instructions for E-Tender

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e-tender service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact persons (Haldia Dock Complex):</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 5px;">1. Shri Chandan Chatterjee, Sr. Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265490 E-Mail – cchatterjee.hdc@nic.in</td> <td style="width: 50%; padding: 5px;">2. Mrs. T. Ghose, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-264555 E-Mail – tghose.hdc@nic.in</td> </tr> </table> <p>Contact persons (MSTC Ltd):</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 5px;">1. Shri Pritam Biswas Assistant Manager (ERO) Contact No.- 9903248755 E-mail- pbiswas@mstcindia.co.in</td> <td style="width: 50%; padding: 5px;">2. Shri Mayank Jain Assistant Manager (ERO) Contact No. 9721277969 E-mail- mhjain@mstcindia.co.in</td> </tr> <tr> <td style="padding: 5px;">3. Shri Vikash Kumar Jaiswal Regional Manager (ERO) Contact No.- 9903042449 E-mail – vikash@mstcindia.co.in</td> <td style="padding: 5px;">Google hangout ID (for chat) - mstceproc@gmail.com Landline : 03322901004</td> </tr> </table> <p>B) System Requirement:</p> <ul style="list-style-type: none"> i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be</p>	1. Shri Chandan Chatterjee, Sr. Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265490 E-Mail – cchatterjee.hdc@nic.in	2. Mrs. T. Ghose, Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224-264555 E-Mail – tghose.hdc@nic.in	1. Shri Pritam Biswas Assistant Manager (ERO) Contact No.- 9903248755 E-mail- pbiswas@mstcindia.co.in	2. Shri Mayank Jain Assistant Manager (ERO) Contact No. 9721277969 E-mail- mhjain@mstcindia.co.in	3. Shri Vikash Kumar Jaiswal Regional Manager (ERO) Contact No.- 9903042449 E-mail – vikash@mstcindia.co.in	Google hangout ID (for chat) - mstceproc@gmail.com Landline : 03322901004
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	<p>applied.</p> <ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode". Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage". <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE : Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.
9.	Bidding in e-tender:
	<p>a. Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.</p>
	<p>b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>

	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ AUC Floor Manager→ live event →Selection of the live event→ Common Terms→ Attach Doc→ Techno Commercial Bid→ Price Bid→ Final Submission.
	d.	The Tenderer should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the Tenderer will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, Tenderer should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then Tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.
	NOTE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final Submission' button has been clicked by the bidder.	
	a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	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 Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender.
	h.	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.
10	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.	
11.	No deviation to the technical and commercial terms & conditions are allowed.	
12.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.	
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.	
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.	
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.	
16.	The bid will be evaluated based on the filled-in technical & commercial formats.	
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.	
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.	
19.	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 DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23	Due date of submission of tender may be extended at the discretion of HDC, KoPT.

PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE THROUGH AXIS BANK GATEWAY

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com → e-Procurement → Psu / Govt depts. → Kolkata Port Trust) under the icon: " HDC EMD/Tender Fee Payment" . Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the Bidder's ID (The ID used by the Bidder for logging in the MSTC Website) and Bid Id (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click 'VALIDATE'.

3. A webpage will populate where the Bidder will be required to select: Earnest Money Or Bid Document Fee, then indicate his Mobile Number and the CAPTHA displayed in the webpage.

4. Depending on the selection, another webpage will come up.

5. In case of selection of Earnest Money, The bidder will be required to select the option of With or Without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.

8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.

9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.

11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.

12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.

13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS

1. Haldia Dock Complex, Kolkata Port Trust invites tender from experienced, bonafied and reliable vendors/contractors for hiring of Armed & Unarmed Security Personnel for Security and Surveillance at different areas (as per tender BOQ) under Haldia Dock Complex, Kolkata Port Trust.
2. Rates shall include all taxes & other charges etc. if payable excepting GST, EPF, ESI contribution etc. Rates shall also include incidental and contingent work, not specifically mentioned in the contract but necessary for its efficient and satisfactory implementation. The GST during the contract period shall be paid extra as applicable against submission of documents. Percentage of GST presently applicable shall have to be mentioned at Annexure – IV. Rates should be quoted both in figures and in words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.
3. The tenderer shall quote rate against each item of the 'Schedule of Rates' separately. No alternative mode of offer shall be accepted. Incomplete 'Schedule of Rates' shall liable the tender to be cancelled.
4. The 'Price Bid' of only Techno-Commercially qualified bidders will be opened on a scheduled date as mentioned in Schedule of Tender (SOT).
5. The 'Techno-Commercial Bid' shall contain only the Techno-Commercial Part of this tender document without price part.
6. The 'Price Bid' shall contain 'Schedule of Rates' duly filled in by the tenderer. It is to be noted that the 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.
7. The tenderer shall be deemed to have carefully examined and fully understood the Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc.
8. The tender including Price Bid shall remain valid for acceptance for a period of 6 months from the date of opening of the tender.
9. The successful bidder shall submit the document regarding 'Character & Antecedent Certificate' of all security personnel to be engaged in HDC, KoPT on or before deployment.
10. Eligibility Criteria

Work Experience and Financial Capability :-	
a)	The tenderer must possess experience of having successfully executed security and surveillance related contracts in a Government / Private industrial establishment/ factories/residential townships over a period of last 7 years ending on 30.11.2018 as follows :-
	1) At least 3 Work orders each worth not less than Rs. 131.60 lakhs. Or
	2) At least 2 Work orders each worth not less than Rs. 164.50 lakhs. Or
	3) At least 1 Work order worth not less than Rs. 263.20 lakhs.
b)	The tenderer during a period of last 3 years (ending on 31.03.2018) should have Average Annual Financial Turnover of minimum Rs. 98.70 lakhs.

11. **Essential Documents to be enclosed along with Techno-Commercial Bid.**

a)	Copies of Work Order(s) and Work Execution Certificate of successfully completed works/contracts in support of their claim of work experience as mentioned at clause 10(a) above. Note: The work execution certificate must contain the following information such as i) Work Order number, ii) Period of contract, iii) Actual Payment made for the contract/ works concerned.
b)	Copies of Audited Balance Sheet and Profit & Loss Account for last three financial year ending on 31.03.2018 as mentioned at clause 10(b) above.
c)	Copy of upto date Professional Tax Payment Challan
d)	Copy of Valid certificate from RPFC and ESIC indicating respective code no(s).
e)	Copy of GST Registration Certificate.
f)	Copy of valid Trade Licence and Labour Licence with respective number(s).
g)	Copy of valid registration certificate under the provision of W.B. Private Security Agencies(Regulation) Act. and its Rule, 2007/ Private Security Agencies (Regulation) (PSAR) Act, 2005.
h)	Certified copy of Memorandum of Association, in case the tenderer is a company.
i)	Partnership deed (duly attested) in case the tenderer is a partnership firm.

12. The tenderer shall furnish the address of his Head Office & Local Office(s) with respective telephone numbers, mobile, fax, e-mail etc., if any.

13. HDC, KoPT reserves the right to accept or reject any tender either in part or in full without assigning any reason thereof. Any incomplete tender is liable to be rejected. HDC, KoPT also reserve the right to place the order either in full or in part.

14. Before submitting the e-tender, the tenderer is advised to make inspection of the deployment points to get fully acquainted with locations, security requirements, nature and extent of work. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.

15. The tenderer shall submit the duty roster of each duty post of their deployed security personnel at least 24 hours before beginning of each month(s).

16. **Pre Bid Meeting :**

a. A pre bid meeting will be held on 27.12.2018 at 1100 hrs. at the office of Sr. Dy. Manager (Admin.), Haldia Dock Complex, Jawahar Tower; Haldia Township- 721607.

b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from HDC, KoPT and forward the same by 1400 hrs. of 26.12.2018 to the office of Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 - 263152, Email- tghose.hdc@nic.in , samarb.hdc@gov.in) so that the same may be discussed / clarified in the pre bid meeting.

17. **For NSIC Registered Firm:**

a) NSIC registered firms (under single point registration scheme) are exempted from depositing Tender Document cost, Earnest Money and Security Money. Documentary evidences i.e. copy of valid NSIC Enlistment Certificate along with registration of similar nature of work (scope of work) must be submitted for claim of such exemption as detailed above.

b) If any NSIC registered firm (not registered for the subject purpose) intends to participate in the tender for the subject scope of work, they will have to deposit cost of tender document, full amount of Earnest Money, SD as per NIT, failing which their offer for hiring of armed/ unarmed security personnel will be rejected. In case the monetary limit for which the bidder is registered with NSIC falls below the order value, then the successful tenderer shall deposit the deferential SD amount

18. **Banned Or De-Listed Contractors :**

Tenderer must give a declaration to the effect that they have not been banned or de-listed by any Government or Quasi-Government Agency or PSU. If a tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid. Such a declaration shall be given as per format given at Annexure-V.

NOTE: The tenderer shall also submit the following declarations along with the techno-commercial part of the tender: -

- A declaration that the tenderer(s) are fulfilling the eligibility criteria
- A declaration that the tenderer(s) have not been de-barred/de-listed by any Govt./Semi Govt./ PSUs
- A declaration that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of HDC.

Commercial Terms & Conditions

ANNEXURE –III

Sl. No.	Terms & Conditions	Response
1.	<p><u>Scope of Work:</u></p> <p>a) The work comprises providing security and surveillance of different points as per deployment pattern indicated in this tender document, including Saturdays, Sundays and Holidays which would comprise the following but not limited to: -</p> <ul style="list-style-type: none"> • Providing security personnel in shifts of 8 hrs. duration (defined at clause-10 of the tender document) • Providing arms & ammunitions along with valid licenses in case of armed security. • Ensuring safety of residents at deployment points. • Ensuring safety and security of movable and immovable assets located at the deployment points. • Monitoring entry/exit of persons/ vehicles to ensure prevention of unauthorized access and Maintaining ingress/outgress registers • Checking identification • Keeping strict surveillance so that no criminal offences take place • Protecting and Ensuring no damage, theft, pilferage is caused to port property and stores. • Regulating vehicular traffic inside and outside the Dock area. • Regulating parking of vehicles wherever required. • Ensuring that no damage is done to trees, plants, lawns, buildings, etc. • Ensuring that no encroachments occur within Trustees Estate. • Checking for potential causes that could result in a security breach and reporting to the Port. • In case of any actual security breach, reporting immediately to Port officials and following up with Police authorities. • Ensuring that no stray cattle/s gets into adjoining roads or port establishments/deployment points. • Supervision and administration of the entire performance including fulfilling the statutory requirements as applicable to his employees etc. • Any other security functions as may be directed by HDC; KoPT 	AGREE

	<p>b) The requirement is for 15 armed security guards, 82 unarmed Security Guards and 3 security supervisors initially. This may increase/decrease as per requirement during the contract period. However, in case of decrease, the nos. will not be more than 20%.</p>	
2.	<p><u>General terms and conditions:</u></p> <p>2.1 Security personnel provided by the Security Service Provider (Contractor) must be disciplined, hard-working, suitably experienced, having sound health and mind, trained in preliminary First-Aid and Fire-fighting and should not be more than 60 years of age for all category of personnel. The Armed security guards so provided should possess valid arm license. Out of total 100 security personnel, at least 25 personnel should be ex-servicemen including para-military personnel, viz. Ex.-CISF/BSF/Police/TA/EFR and balance 75 personnel may be non ex-servicemen. The Contractor, if he so desires, may provide 100% ex-servicemen. Prior to commencement of the contract, the Contractor should place the security personnel intended to be provided alongwith their concerned credentials before the designated official of Sr. Dy. Manager(Admn.), HDC, KoPT at least 07 days prior to the date of actual deployment. In the event of armed Security personnel to be deployed, the Contractor shall have to submit details of weaponry in the custody/possession of the security personnel and the licences authorizing their possession.</p> <p>2.2 The Contractor shall issue Identity cards to each of the security personnel deployed for this contract. The contractor shall also furnish details of individual deployed personnel like name, permanent residential address, identification mark, age, qualifications, experience and credentials alongwith an attested photograph to HDC, KoPT.</p> <p>2.3 Uniforms and accessories, arms and ammunitions with valid licences, patrolling bicycles, safety and other allied equipment and accessories shall have to be provided and maintained by the contractor at their own cost. No extra cost would be permissible in these respects. If jeep patrolling is required and the Contractor is so advised, jeep(s) would be provided by HDC. Security personnel shall wear proper uniform while on duty. It shall be the responsibility of the Contractor to provide his personnel at his own cost necessary uniforms, belts, caps, helmets, shoes, rain coats, gum-boots, torches, cells, whistles, wooden/bamboo sticks and all other required equipment and accessories for effective discharge of their duties. All safety rules and regulations shall have to be observed by the personnel engaged by the Contractor.</p> <p>2.4 No complaint regarding shortage of staff, any other facility, absence of staff, etc. shall be entertained bu HDC,KoPT. It would be the responsibility of the contractor to protect the deployment points, to carry out assigned functions and to ensure that entrances/exits to all deployment points are secured after working hours. It would be the sole responsibility of the Contractor for any theft/pilferage/damage/untoward incident or any lapse in law and order situation in the assigned deployment points. If any loss of property/stores takes place at any of the assigned deployment points owing to theft or otherwise, the cost of such items would be recovered from the Contractor by HDC. The decision of Sr. Dy.Manager (Admin.), HDC or that of any other designated officer on his behalf, shall be final and binding in this regard.</p>	AGREE

2.5 The Contractor shall obtain at his own cost and expenses, all required licenses, as and when required under the existing statutes or Central or State enactment that may be in vogue or may be enacted/enforced during the period of contract for performance of work under this contract. The Contractor shall ensure that the licenses and other statutory requirements for this purpose are kept valid during the currency of the contract. The Contractor shall also be responsible for fulfilling all legal and statutory provisions connected with this contract.

2.6 The Contractor would be required to arrange for regular supervision (at least 1 Supervisor per shift) of the assigned deployment points, preparation and submission of the situational reports. Periodicities of situational reports would be as per directions of Sr. Dy. Manager (Admin.), HDC or that of any other designated officer on his behalf. The Contractor shall also arrange for and provide intelligence services at times of apprehended trouble, at no extra cost.

2.7 Administrative and related activities of the personnel provided by the Contractor shall be the sole responsibility and under the sole expenses and arrangements of the Contractor.

2.8 The Contractor shall have to maintain regular and close liaison with Port Security, CISF, local police authorities at their own cost and arrangement

2.9 HDC shall have the powers to issue necessary guidelines covering discipline, decorum, work performance/safety etc to the personnel engaged by the Contractor and the persons engaged shall ensure compliance with all such instructions. It shall be the duty of the Contractor to provide supervision and direction to the engaged personnel for satisfactory performance and compliance of all instructions given by HDC, KoPT.

2.10 The Contractor shall be responsible for satisfactory service of his personnel engaged. In the event Trustees being not satisfied with the conduct of any personnel provided by the Contractor, the Contractor shall forthwith replace the personnel concerned within 24 hrs on being so advised by the Sr. Dy. Manager (Admn.), Haldia Dock Complex or any other designated officer on his behalf to do so.

2.11 The Contractor shall be responsible for proper behaviour of the personnel engaged by him and exercise control over them. The Contractor shall also be bound to prohibit and prevent his personnel from taking any direct/indirect interest and/or to support, assist, maintain, help any person or persons engaged in any anti social activities, demonstrations, riots, agitations, etc. which may, in any way, be detrimental or prejudicial to the interest of HDC, KoPT.

2.12 All personnel engaged or employed by the Contractor shall be the sole liability and responsibility of the Contractor and HDC shall have no liability in this regard. All liabilities towards overtime or extra payment for any person engaged / deployed for more than statutory normal working hours shall be solely borne by the Contractor. The Contractor shall make regular and full payment of wages and salaries etc. to the persons engaged or employed as required under various Regulations.

2.13 The Contractor shall be directly and exclusively responsible for any liability arising due to any dispute or difference between him and the security personnel engaged. The Contractor shall be solely responsible for resettlement of any claim/dues in case of any of the personnel engaged under this contract sustaining injury to himself or his property within the

	<p>premises / deployment points of the port. The Contractor shall have to take necessary insurance cover and provide for medical treatment for all his deployed personnel in this regard at his own cost and expenses.</p> <p>2.14 It should be understood that there is no “employer – employee”, “master – servant” or “principal – agent” relationship between HDC and the Contractor and/or the personnel engaged by the Contractor in any manner whatsoever. The Contractor shall indemnify HDC, KoPT from the possible future demand of workers/personnel engaged by him under this contract for absorption in HDC,KoPT. It shall be the responsibility of the Contractor to address and solve such demands if such a situation arises. HDC,KoPT shall have no liability whatsoever in the matter.</p> <p>2.15 The Contractor shall submit the Character & Antecedent verification certificate (issued by police authority) of all personnel engaged at HDC,KoPT through this tender and submit the same to the office of Sr. Dy. Manager (Admn.), HDC before deployment of his personnel at HDC,KoPT.</p>	
3	Mere submission of Tender Document will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also.	AGREE
4	Price Bids (Part-II) of only those bidders whose Part-I (Techno Commercial) Bids would be found responsive to the requirement of the tender and who fulfil the eligibility criteria as mentioned in the tender document, will be opened on date and time to be intimated to the techno commercially qualified tenderers separately at a later date.	AGREE
5	Due date of submission of tender may be extended at the discretion of HDC, KoPT.	AGREE
6	The rates to be quoted by the tenderers shall include all Costs, Expenses, Taxes, Duties and Charges except GST	AGREE
7	<p><u>Taxes (GST)</u></p> <p>(i) The quoted rates should be excluding of GST. GST, as applicable, shall be paid extra against proper invoice submitted by the contractor.</p> <p>(ii) The contractor will be required to submit GST compliant invoice with all required details and would also be required to file timely and proper return so as to enable HDC, KoPT to get due credit against GST paid.</p> <p>(iii) In case of any failure on the above account, GST amount even if paid by HDC,KoPT shall be recoverable from the contractor. The contractor to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.</p>	AGREE
8	<p><u>Deployment points and pattern</u></p> <p>a) The Contractor shall notify at all the duty points duty roster for each month in respect of the security personnel duty point wise (post wise). The roster shall be circulated at least 24 hours before the beginning of each month.</p> <p>b) Deployment of security personnel duty point wise shall be done for the month concerned strictly as per the duty roster in normal circumstances.</p>	AGREE

	<p>No security personnel will be allowed to perform duty in deviation with the duty roster unless the same is allowed by the contractor under special circumstances.</p> <p>c) The posting of each of the security personnel shall be rotated among the various duty points periodically.</p> <p>d) The deployment points or the manning pattern may increase / decrease as per operational requirement, as may be decided by Sr. Dy. Manager(Admin.) or any other designated officer on his behalf.</p> <p>e) Non requirement of security coverage at any duty point on any day/period shall be intimated to the Contractor by the Sr. Dy. Manager (Admn.) or any other designated officer on his behalf. The Contractor shall not be paid any compensation for such curtailment.</p> <p>f) During currency of the contract, as and when required by HDC, KoPT, the Contractor shall provide additional personnel at the same rate, terms & conditions. The Contractor shall provide such additional manpower to HDC, KoPT within 2 days from the date of issue of the order in this regard by the Sr. Dy. Manager (Admn.) or any other designated officer on his behalf.</p>	
9	<p><u>The Security personnel to be deployed by the contractor shall not indulge in any of the following acts:-</u></p> <p>(i) Acting in a manner prejudicially to the interest of HDC,KoPT.</p> <p>(ii) Willful insubordination or disobedience individually or in combination with others of any lawful and reasonable order of his superior.</p> <p>(iii) Habitual late or irregular attendance.</p> <p>(iv) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.</p> <p>(v) Interference or tampering with any safety devices installed in and around the port premises / duty point.</p> <p>(vi) Drunkenness or riotous or disorderly or indecent behavior at the duty point or anywhere in the Port premises.</p> <p>(vii) Gambling at the duty point or at any other places inside the Port premises.</p> <p>(viii) Smoking where it is prohibited within Port premises.</p> <p>(ix) Sleeping while on duty.</p> <p>(x) Commission of any act, which amounts to a criminal offence involving moral turpitude.</p> <p>(xi) Absence from the employees' appointed place of work without permission or sufficient cause.</p>	AGREE
10	<p><u>Duty Timings :</u></p> <p>The security personnel would be deployed in 8 hour shifts designated as: (Morning shift- from 6 AM to 2 PM), (Afternoon shift – from 2 PM to 10 PM) and (Night shift– from 10PM to 6 AM) and in G shift (General – from 9 AM to 5 PM).</p>	AGREE

11	<p><u>Accommodation for personnel:</u></p> <p>HDC will provide barrack accommodation for the personnel to be engaged by the Contractor, free of cost. Electricity charges would be payable by the Contractor at actuals.</p>	AGREE
12	<p><u>Commencement of contract :</u></p> <p>The contractor shall commence the work within 30 days from the date of placement of order. The actual date of commencement of the work by the contractor shall be reckoned as the date of commencement of contract.</p>	AGREE
13	<p><u>Period of Contract :</u></p> <p>The contract shall remain valid for a period of 36 months from the date of commencement of work. However, Contract may be extended subject to performance of the successful tenderer. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the contractual and also extended period.</p>	AGREE
14	<p><u>Termination of Contract Either in Part or In Full :</u></p> <p>a. If at any time during the period of contract it is observed that security services under the provisions of this contract is not being rendered in full or not upto the satisfaction of HDC, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the Contractor, the Sr. Dy. Manager (Admn.), HDC through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the Contractor, Sr. Dy. Manager (Admn.), HDC shall terminate the full or part of the contract after giving 15 days notice and his decision in the matter shall be final and binding on the Contractor.</p> <p>b. Upon termination of the contract, for any of the reasons indicated in this tender, the Sr. Dy. Manager (Admn.), HDC shall be entitled to carry on the security services at the risk and expenses of the Contractor through any independent agency for the balance period of the contract and to recover from the terminated Contractor in addition to any other amount, compensation or damages that Trustees are entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.</p> <p>c. Security Deposit would also be liable to forfeiture in case of premature termination of the contract owing to breach of contractual obligations by the Contractor.</p>	AGREE
15	<p><u>Penal Provisions</u></p> <p>HDC shall carry out inspections to see that the contractor is fulfilling all terms & conditions of the contract. In the case of absence of deployed personnel on duty, or performance of duty by personnel not approved by HDC, apart from pro-rata deductions for such non-supply, an additional penalty of Rs.1500/- per personnel per shift or part thereof shall be levied on the Contractor, which will be deducted from the monthly bills and decision of Sr. Dy. Manager (Admin.) or any other designated officer on his behalf in this regard shall be final and binding on the Contractor.</p>	AGREE

16	<p><u>Service provided to indemnify HDC, KoPT:</u></p> <p>The Contractor shall indemnify and keep indemnified HDC, KoPT and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the Contractor in due performance of his/their obligation under this contract.</p>	AGREE
17	<p><u>Terms of payment :</u></p> <p>17.1 Payment shall be made strictly as follows :</p> <p>(a) Minimum Wages for “deployment of armed, unarmed security personnel and security Supervisor for security & surveillance at different areas under Haldia Dock Complex” as applicable, as per the directives of the appropriate authority of Central Govt. as issued from time to time in this regard for the period of deployment. For the purpose of payment of minimum wages, each category of security personnel to be deployed shall be considered to be of the following category of skill:-</p> <p>Unarmed Security Guard – Equivalent to Semi Skilled Worker Armed Security Guard – Equivalent to Skilled Worker Security Supervisor – Equivalent to Highly Skilled Worker</p> <p>(b) Employer’s contribution towards EPF & ESI calculate on (a) above, as per statute time being in force, to be paid against submission of document for payment.</p> <p>(c) Overhead & Other Expenses {To be quoted as % (percentage)} of the notified Minimum Wages applicable on the date of hosting of the tender in the website of Kolkata Port Trust and the said amount shall remain firm during the currency of the contract irrespective of change in the notified Minimum Wages).</p> <p>(d) GST shall be paid extra as applicable during the contract period</p> <p>17.2 The contractor shall be liable to comply with the suitable escalation / de-escalation of rates as per notification issued time to time from the appropriate authority during the period of contract.</p> <p>17.3 The contractor shall submit bills (4 copies) every month. Payment shall be made through ECS within 15 working days after submission of clear and complete bills along with relevant documents.</p> <p>17.4 Payment will be made directly to the contractor’s designated bank account through ECS. For this purpose, the contractor will have to indicate (i) name of bank (ii) branch name (iii) branch code and (iv) designated account number (v) IFSC Code in the covering letter. In case payment is made directly through bank, the contractor may be required to submit a pre-receipt as per instruction of HDC.</p> <p>17.5 For non-fulfilment of any obligation under the contract, HDC reserves the right to withhold the payments due to the contractor in part or in full till such period as HDC may consider necessary for due performance by the Contractor.</p> <p>17.6 The Contractor shall deposit Employees Provident Fund, ESI, GST on monthly/quarterly basis as per provision of such payment to the concerned authorities positively and copy of such payments made shall</p>	AGREE

	<p>be submitted to the office of Sr. Dy. Manager (Admn.), HDC at the beginning of every quarter, failing which, Sr. Dy. Manager (Admn.), HDC,KoPT may withhold the payments to be made to the Contractor.</p>	
<p>18</p>	<p><u>Taxes, Labour Laws and other Regulations:</u></p> <p>18.1 The Contractor shall fulfil all legal obligations in respect of the contract. HDC,KoPT shall accept no liability whatsoever in the matter and also in case of accident, if any.</p> <p>18.2 The Contractor shall be fully and exclusively liable for the payment of any and all taxes now or hereafter imposed, increased or modified and all taxes now in force and hereafter imposed, increased or modified from time to time in respect of the above Contract and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government /local bodies which are imposed with respect to or covered by the wages , salaries or other compensations paid to the persons employed by the Contractor. HDC, KoPT shall have no liability whatsoever concerning the employees of the Contractor. The Contractor shall keep HDC,KoPT indemnified against all losses or damage or liability arising out of or imposed in the course of employing the persons or out of his relation with his personnel. The Contractor shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by HDC,KoPT. The Contractor shall be liable to pay any increase of wages / salaries of his personnel during the contractual period.</p> <p>18.3 The Contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work including the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Private Security Agencies (Regulation) Act, 2005, West Bengal Private Security Agencies (Regulation) Rules, 2007, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act,1936, Bonus Act, Employees Provident Fund and [Misc. Provisions] Act, 1952, Apprentices Act , 1961, Shops & Establishments Act, Dock Worker's (Safety, Health & Welfare), 1986 and such other applicable Central /State Acts or Statutes not herein specifically mentioned but having direct or indirect application in this contract and take such steps as may be deemed necessary in this regard.</p> <p>If, as a result of the contractors failure, negligence, omission, default or non- observance of any provisions of any law, HDC,KoPT is called upon by any authority to pay reimburse or is required to pay or reimburse any amount, HDC,KoPT shall be entitled to deduct the same from any moneys due or that becomes due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums, which HDC ,KoPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees, in connection with labour engagement, with respect to this contract, shall have to be paid by the Contractor.</p> <p>18.4 The Contractor shall have to comply with the ESI Act applicable to their engaged employees as follows:-</p> <p>i) The contractor must have EPF & ESI Code Nos. He shall pay his contribution (i.e. employer's contribution) on account of ESI & EPF w.r.t. the contract labours deployed by him, as per statutory requirement. The contractor shall also deduct the contract labours' contribution (i.e. employees' contribution) on account of ESI & EPF from their wages, as per statutory requirement. The contractor shall then deposit both the</p>	<p>AGREE</p>

	<p>aforesaid contributions i.e. the employer's and employees' contributions, with the respective authorities, as statutorily required.</p> <p>ii) All intending bidders, at the time of submission of tender, shall submit all necessary documents pertaining as to whether they are covered under the ESI Act or not.</p> <p>iii) In case they are covered under the ESI Act, they have to furnish the details of registration, failing which, their tender would be liable to be cancelled.</p> <p>iv) In case they are not covered under the ESI Act or is exempted, they would have to furnish necessary documents along with an affidavit affirmed before a 1st Class Judicial Magistrate to that effect.</p> <p>v) The said affidavit, as submitted by the bidder, shall be vetted by the Legal Department on case-to-case basis.</p> <p>vi) In case the bidder/s are not covered under the ESI Act, they must additionally indemnify HDC, KoPT in a Non-Judicial Stamp Paper, against all damages and accident occurring to his personnel. The same should be submitted by the successful bidder after opening of the tender. The Proforma of Indemnify Bond shall have to be collected by the successful bidder from the office of the Sr. Dy. Manager (Admn.), HDC after opening of the tender.</p> <p>18.5 The Contractor shall be registered under the provisions of West Bengal Private Security Agencies (Regulation) Act and its Rules, 2007/ Private Security Agencies (Regulation)(PSAR) Act, 2005.</p> <p>18.6 The Contractor shall defend, indemnify and hold HDC,KoPT harmless from any liability or penalty, which may be imposed by the Central / State Government or local authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work provided by this contract including any liability that may arise out of any accident whether brought by the employees of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.</p>	
19	<p><u>Permit</u></p> <p>The Contractor shall have to obtain Dock Entry Permit at his own cost & arrangement.</p>	AGREE
20	<p><u>Non-assignability</u></p> <p>No part of the contract or any share of interest therein shall in any manner or degree be transferred or assigned or sublet by the Contractor directly or indirectly to any person, firm or company whatsoever.</p>	AGREE
21	<p><u>Contract Agreement</u></p> <p>The Contractor shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at Rs. 50/- or more signed jointly with HDC, KoPT under official seals. The Contractor will keep indemnify against any loss of property entrusted to their security. They will also defend, indemnify and hold HDC, KoPT harmless from any liability or penalty which may be imposed by any authority. Form of such Agreement will be available in the office of the Sr. Dy. Manager (Administration), HDC.</p>	AGREE

22	<p><u>Safety</u></p> <p>22.1 The Contractor shall have to ensure safety of all his working personnel to the fullest compliance of the provisions of general safety rules / regulations including Dock Workers' (Safety, Health & Welfare) Regulations, 1986, as applicable. The Contractor shall be responsible for the safety of its workmen and employees.</p> <p>22.2 The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety Rules / Regulation.</p> <p>22.3 The Contractor shall have to provide (at his own expenses) all required Personal Protection Equipments (PPE) & Safety Gears for all personnel engaged during the work and in case of his failure to do so, HDC, KoPT shall provide the same and recover the cost thereof from any amount due, or which may become due to the Contractor or from any amount lying with them or under their control.</p>	AGREE
23	<p><u>Deployment of Security Supervisor for day to day coordination and supervision:</u></p> <p>The Security Supervisor will be responsible for the total supervision of the security personnel round the clock along with required co-ordination. The Supervisor shall supervise and control all duty posts/ points and also the security guards engaged in HDC, KoPT and co-ordinate with HDC authority & submit reports to them.</p>	AGREE
24	<p><u>Accidents:</u></p> <p>24.1 The Contractor shall have to provide medical treatment as applicable to his personnel, in case of "Accidents on Duty" which will, inter alia, include his obligations under the Workmen's Compensation Act, 1923, including all amendments thereof.</p> <p>24.2 KoPT shall in no manner be liable to the Contractor or any person engaged/ employed by him or any other person, for injuries or death caused as a result of accidents occurred, either within or outside the site of work, under the contract. The Contractor shall be responsible for such contingencies and will make good all claims for compensation, claim by their personnel/ workmen or the families of the sufferer(s), as the case may be, or as per the decision of the appropriate authority or the tribunal or all other involved persons.</p>	AGREE
25	<p><u>Earnest Money :</u></p> <p>25.1 Earnest Money Rs.19,74,000/-(Rupees Nineteen Lakh Seventy Four thousand only) shall be deposited by the tenderer alongwith the tender through RTGS or NEFT as mentioned Scheduled of Tender (SOT)</p> <p>25.2 Earnest Money is liable to forfeiture if the tenderer submits any forged documents or after submitting the tender withdraws from or modifies his offer unilaterally.</p> <p>25.3 Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest to unsuccessful tenderers after finalization of the tender.</p>	AGREE
26	<p><u>Security Deposit :</u></p> <p>26.1 The successful tenderer shall have to keep Security Deposit amounting to Rs.50,10,000 (Rupees Fifty Lakhs Ten Thousand only).</p>	AGREE

	<p>The Security Deposit shall have to be deposited either in cash or DD on any nationalized bank in favour of Haldia Dock Complex; Kolkata Port Trust and payable at Haldia or in Bank Guarantee (in a non Judicial Stamp paper) of denomination of Rs.50/- or more and as per proforma available with General Manager (Finance)/C within a month from the date of commencement of the contract. If the successful tenderer fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the running bill for the first six months of the selected Contractor.</p> <p>26.2 The Security Deposit shall be held by the Sr. Dy. Manager (Administration), HDC as security for the performance of the Contractor's obligation under the contract. The Security Deposit shall be refunded after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the Contractor.</p>																	
27	<p><u>Bidding parameter :</u></p> <p>27.1 The intending tenderers shall quote "percentage on the notified minimum wages as detailed below (applicable on the date of hosting of the tender in the website of Kolkata Port Trust)" in their bids, which they would require for executing the work successfully. The said percentage must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI. These amounts along with GST as applicable will be paid separately as per provisions of the tender.</p> <p>27.2 The minimum wages on which the contractors are required to quote the percentage in their price bid for each of the three categories of security personnel to be deployed under the contract are as follows:-</p> <table border="1" data-bbox="268 1160 1110 1355"> <thead> <tr> <th>SL No</th> <th>Category of personnel</th> <th>Type of skill</th> <th>Rate of Minimum Wages (In Rs)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unarmed Security Guard</td> <td>Semi Skilled</td> <td>437.00</td> </tr> <tr> <td>2</td> <td>Armed Security Guard</td> <td>Skilled</td> <td>527.00</td> </tr> <tr> <td>3</td> <td>Security Supervisor</td> <td>Highly Skilled</td> <td>617.00</td> </tr> </tbody> </table> <p>27.3 The money (in rupees) equivalent to the percentage accepted by Kolkata Port Trust against item nos. 1, 2 & 3 of Schedule of Rates of the Price Bid for award of the contract, to be computed on the notified minimum wages applicable on the date of hosting of the NIT in the website of Kolkata Port Trust, which shall remain fixed throughout the period of the contract for the respective categories.</p>	SL No	Category of personnel	Type of skill	Rate of Minimum Wages (In Rs)	1	Unarmed Security Guard	Semi Skilled	437.00	2	Armed Security Guard	Skilled	527.00	3	Security Supervisor	Highly Skilled	617.00	AGREE
SL No	Category of personnel	Type of skill	Rate of Minimum Wages (In Rs)															
1	Unarmed Security Guard	Semi Skilled	437.00															
2	Armed Security Guard	Skilled	527.00															
3	Security Supervisor	Highly Skilled	617.00															
28	<p><u>Evaluation Criteria :</u></p> <p>Evaluation will be made on overall lowest financial implications to HDC, KoPT to be assessed as follows:-</p> <table border="1" data-bbox="268 1733 1206 2047"> <thead> <tr> <th>Type of personnel</th> <th>Number of personnel</th> <th>The percentage quoted by the tenderer at column 4 of the Price Bid</th> <th>Financial implications</th> </tr> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4 (col 2Xcol 3)</td> </tr> </thead> <tbody> <tr> <td>Unarmed Security Guard</td> <td>82</td> <td></td> <td></td> </tr> </tbody> </table>	Type of personnel	Number of personnel	The percentage quoted by the tenderer at column 4 of the Price Bid	Financial implications	1	2	3	4 (col 2Xcol 3)	Unarmed Security Guard	82			AGREE				
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29	<p><u>Force Majeure</u></p> <p>29.1 Force Majeure Event – Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.</p> <p>29.2 Notice of Force Majeure Event – The successful bidder shall give notice to Haldia Dock Complex, Kolkata Port Trust in writing of the occurrence of the Force Majeure Event [“the Notice”] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.</p> <p>The notice shall inter-alia, include full particulars of:</p> <p>(a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,</p> <p>(b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,</p> <p>(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and</p> <p>(d) Any other relevant information.</p> <p>29.3 Period of Force Majeure – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:</p> <p>(a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 29.4.</p> <p style="text-align: center;">Or</p> <p>(b) Termination of the contract pursuant to clause 29.7 hereof.</p> <p>29.4 Performance Excused – The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.</p>	AGREE												

	<p>29.5 Resumption of Performance – During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify Haldia Dock Complex, Kolkata Port Trust of the same in writing.</p> <p>29.6 Extension of time for performance of obligations – Haldia Dock Complex, Kolkata Port Trust may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by Haldia Dock Complex, Kolkata Port Trust.</p> <p>29.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.</p>	
30	<p><u>Compensation (Liquidated Damage)</u></p> <p>In the event of successful tenderer failing to execute the contract within the stipulated time frame or such extension thereof as may be allowed by the Sr. Dy. Manager (Admn.) in writing, the contractor shall be required to pay as compensation (Liquidated Damage), and not as penalty, @1/2% of the total value of the order for delay in supply of Security personnel of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.</p> <p>Haldia Dock Complex may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the contractor. The payment of deduction of such damages shall not relieve the contractor from the obligation to non supply of Security personnel from any other of his obligation or liabilities under the contract.</p>	AGREE
31	<p><u>GENERAL CONDITIONS OF CONTRACT</u></p> <p>Trustees' General Conditions of Contract shall also be applicable for this contract. The tenderers may like to inspect the same during office hours at the office of the Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, Haldia Township, Purba Midnapur.</p>	AGREE

Tender No. Admn/ S /36M/2019-21**(To be downloaded, filled up, signed, scanned and uploaded)****Sr. Dy. Manager (Admn)
Haldia Dock Complex**Tender No. **Admn/ S /36M/2019-21**Name of work: **HIRING OF ARMED & UNARMED SECURITY PERSONNEL FOR
SECURITY AND SURVEILLANCE AT DIFFERENT AREAS
UNDER HALDIA DOCK COMPLEX, KOLKATA PORT TRUST.**

Name of the company:

Address:

Contact Person Name:

Phone:

Fax:

E-Mail Address:

Have you studied the Pre-Qualification requirement of the tender? Yes/ No

Is the company having valid Payment of Professional Tax Challan for himself and his employees? Yes/No

Does the company have valid Certificate from RPFC & ESIC Yes/ No

Is the company GST registered? Yes/ No

Rate of GST as applicable in percentage -----%

Does the company have valid Trade Licence & Labour Licence Yes/ No

Is the Company meeting the pre-qualifying criteria mentioned in the NIT? Yes/ No

Has the company furnished the documentary evidence against pre-qualification criteria along with its offer? Yes/ No

Does the company confirm that the hard copy of tender being submitted is Identical to the one downloaded from Port web site? Yes/ No

(In case the same is found altered/modified in any way, the offer shall be rejected forthwith and you may be barred from participating in future tender).

I / We agree to submit the copies of pre-qualification documents as per the Notice Inviting Tender along with our offer. I / We undertake and confirm that in case we do not submit these Pre- Qualifying document with our offer or the documents are not found in order by HDC / not acceptable to HDC, our tender shall be rejected by HDC without any correspondence in this regard

(Strike out whichever is not applicable for you).

Date: _____

Signature of the Tenderer & Office Seal

ANNEXURE –V

Tender No. Admn/ S /36M/2019-21

(To be downloaded, filled up, signed, scanned and uploaded)

DECLARATION BY THE TENDERER

1. I / We have carefully examined and fully understood the General Information & Instruction to Tenderers, the Special Conditions of the Contract, Trustees' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I/ We accept all the terms & conditions of the contract as mentioned in the Techno-Commercial Part of the tender.
3. I / We have agreed to the Techno-Commercial part of this tender document and have accepted the same.
4. I / We have signed all the pages of the Techno-commercial part of this tender document and have submitted the Price part separately following all necessary guidelines given in this tender document.
5. I / We have submitted copies of the required documents as mentioned at Clause 11 of the " General information & Instructions to Tenderers".
6. I/We have submitted copy of GST Registration Certificate.
7. I/We declare that I/We have not been debarred or de-listed by any Govt. or quasi – Govt. agencies or PSUs in India.
8. My local office and Kolkata office addresses and contact nos. are

Address	Telephone	Fax

Date :

Signature of the
tenderer with office seal.

Witness :-

	Name	Address	Signature
1			

Covering Letter

**Sr. Dy. Manager (Admn.)
Haldia Dock Complex,
Kolkata Port Trust,
Jawahar Tower Complex,
P.O.- Haldia Township,
Dist.-Purba Medinipur-721607,
West Bengal.**

Dear Sir,

1. We,-----(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit the Tender for supply and deployment of armed and unarmed security personnel for security and surveillance at different areas under Haldia Dock Complex, Kolkata Port Trust.
2. We shall make available to Kolkata Port Trust (hereinafter referred to as KoPT) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We acknowledge the right to KoPT to reject our tender without assigning any reasons or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We also certify the following:-

We have not been debarred by the Central/ State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/ agreement of whatever kind.
5. We declare that:-
 - a. We have examined and have no reservations to the Tender Document issued by KoPT thereon.
 - b. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
6. We understand that KoPT reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at anytime without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
7. ----- (Name of Tenderer) hereby undertakes that we will abide by the decision of KoPT in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by KoPT in this regard.

Thanking you

Yours faithfully,

Signature of Power of Attorney

Holder(s):.....

Name:.....

Designation:.....

Date:.....

Seal

Part-II

PRICE BID

Please quote your rates for Sl. No. 1, 2 & 3 as percentage of the Minimum rate of Wages as applicable as per the directives of the appropriate authority of Central Govt. on the date of hosting of the tender in the websites of Kolkata Port Trust.

Sl. No.	Description of items	No. of heads	Percentage of the minimum rate of wages as applicable on date of hosting of NIT on KoPT website.
1.	2.	3.	4.
1	Percentage on the notified minimum wages as detailed below for Unarmed Security Guard (applicable on the date of hosting of the tender in the websites of Kolkata Port Trust)" in their bids, which they would require for executing the work successfully. The said percentage must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI.	82	<p>_____ % (In figures)</p> <p>-----</p> <p>_____ Per Cent (In words)</p>
2	Percentage on the notified minimum wages as detailed below for Armed Security Guard (applicable on the date of hosting of the tender in the websites of Kolkata Port Trust)" in their bids, which they would require for executing the work successfully. The said percentage must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI.	15	<p>_____ % (In figures)</p> <p>-----</p> <p>_____ Per Cent (In words)</p>
3	Percentage on the notified minimum wages as detailed below for Security Supervisor (applicable on the date of hosting of the tender in the websites of Kolkata Port Trust)" in their bids, which they would require for executing the work successfully. The said percentage must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI.	03	<p>_____ % (In figures)</p> <p>-----</p> <p>_____ Per Cent (In words)</p>

Note (1): Applicable rate of Minimum Wages as on 14.12.2018 are as follows.

Sl.	Categories of personnel	Rate in Rs.
1	unarmed security guard	437.00
2	armed security guard	527.00
3	Supervisor	617.00

Note (2): This is a sample of BOQ, bidders are requested not to quote here and quote only online.