



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/2019-21/1

E-tender No. : 2019_KoPT_495212



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

The Tender Document may be downloaded from <https://eprocure.gov.in/eprocure/app> and www.kolkataporttrust.gov.in. However, corrigendum / addendum / clarifications, if any, shall be hosted only on <https://eprocure.gov.in/eprocure/app> and www.kolkataporttrust.gov.in. Further, intending bidders shall submit their bid electronically only through CPPP website <https://eprocure.gov.in/eprocure/app>. Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Admn/S/36M/2019-21/1
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through https://eprocure.gov.in/eprocure/app of CPPP. 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)	2019_KoPT_495212
d.	Date of NIT available to parties to download	16.08.2019.
e.	Offline Pre-Bid Meeting starting date & Time	27.08.2019 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 must deposit INR 19,74,000/- (Rupees Nineteen Lakh Seventy Four Thousand only) , as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.

	ii)	Bid Document Fee	The intending bidders should deposit INR 2950/- (Rupees Two Thousand Nine Hundred Fifty only) [including GST @ 18%],, as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Kolkata Port Trust on any Scheduled/Nationalized Bank payable at Haldia , otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
i.	Last date of submission of EMD & Bid Document fee.		11.09.2019 up to 1400 hours
k.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at (https://eprocure.gov.in/eprocure/app)		02.09.2019 from 0930 hours
l.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		09.09.2019 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		11.09.2019 after 1530 hours

List of Annexure

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Important instructions for 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
- FAQ

Contact Persons (Kolkata Port Trust, Haldia Dock Complex):

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
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Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950

email: webhelpdesk@gmail.com See CPP Portal for contact details.

1	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
2	E-tender cannot be accessed after the due date and time mentioned in NIT.
3	KoPT 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.
4	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5	No deviation to the technical and commercial terms & conditions are allowed.
6	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
7	The bid will be evaluated based on the filled-in technical & commercial formats.
8	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda” A declaration in this regard is to be made by the bidder.
9	Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder’s can witness electronic opening of Bid. Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal

10	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.
11	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.
12	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.
13	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
14	Due date of submission of tender may be extended at the discretion of HDC, KoPT.

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 31.07.2019 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 31.03.2019) 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(s) of successfully completed works/contracts in support of their claim of work experience as mentioned at clause 10(a) above. The relevant details of the above stated documents shall be as per format given below.							
	Sl. No.	Work Order No.	Value of the Work Order.	Nature of Beneficiary who has placed the order.	Date of the commencement of order.	Date of Completion of order.	Amount received till 31.08.19 from execution of the order.	Reference of work execution certificate.
Note: The copies of each of the above work orders and the work execution certificate for each of the work order must be submitted in compliance with clause -11(a) above.								
b)	Copies of Audited Balance Sheet and Profit & Loss Account for last three financial year ending on 31.03.2019 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 27.08.2019 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 26.08.2019 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

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. 	AGREE

	<ul style="list-style-type: none"> • 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 <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</p>	AGREE

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.

2.4 No complaint regarding shortage of staff, any other facility, absence of staff, etc. shall be entertained by 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.

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 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.

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.

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.

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. 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>	AGREE

	<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 pre-mature 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-</p>	AGREE

	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.	
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 Skilled Worker Armed Security Guard – Equivalent to Highly Skilled Worker Security Supervisor – Equivalent to Highly Skilled Worker (Additional amount of Rs. 100/- per 8 hrs. shift over and above the minimum wages as applicable for a highly skilled worker shall also be paid)</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.</p>	AGREE

	<p>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 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>	
18	<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</p>	AGREE

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.

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.

18.4 The Contractor shall have to comply with the ESI Act applicable to their engaged employees as follows:-

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 aforesaid contributions i.e. the employer's and employees' contributions, with the respective authorities, as statutorily required.

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.

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.

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.

v) The said affidavit, as submitted by the bidder, shall be vetted by the Legal Department on case-to-case basis.

vi) In case the bidder/s are not covered under the ESI Act, they must additionally indemnify HDC, KoPT in a Non-Judicial Stamp

	<p>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>	AGREE

	<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>	
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 The intending bidders should submit Earnest Money of Rs.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 without any further reference to the Bidder whatsoever.</p> <p>Earnest Money and cost of tender document are to be physically deposited at the office of Tendering Authority (Senior Deputy Manager [Admin.], Annex Building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking.</p> <p>Demand Draft /Banker’s Cheque against Earnest money and cost of tender document should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia before opening of the tender, as specified in the Tender Document.</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>	AGREE

	25.3 Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest to unsuccessful tenderers after finalization of the tender.																	
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). 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)I/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>	AGREE																
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"> <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>Skilled</td> <td>551.00</td> </tr> <tr> <td>2</td> <td>Armed Security Guard</td> <td>Highly Skilled</td> <td>645.00</td> </tr> <tr> <td>3</td> <td>Security Supervisor</td> <td>Highly Skilled</td> <td>645.00</td> </tr> </tbody> </table>	Sl No	Category of personnel	Type of skill	Rate of Minimum Wages (In Rs)	1	Unarmed Security Guard	Skilled	551.00	2	Armed Security Guard	Highly Skilled	645.00	3	Security Supervisor	Highly Skilled	645.00	AGREE
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2	Armed Security Guard	Highly Skilled	645.00															
3	Security Supervisor	Highly Skilled	645.00															

	<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>																									
<p>28</p>	<p><u>Evaluation Criteria :</u> Evaluation will be made on overall lowest financial implications to HDC, KoPT to be assessed as follows:-</p> <table border="1" data-bbox="248 535 1185 1261"> <thead> <tr> <th data-bbox="248 535 467 725">Type of personnel</th> <th data-bbox="467 535 657 725">Number of personnel</th> <th data-bbox="657 535 943 725">The percentage quoted by the tenderer at column 4 of the Price Bid</th> <th data-bbox="943 535 1185 725">Financial implications</th> </tr> <tr> <th data-bbox="248 725 467 840">1</th> <th data-bbox="467 725 657 840">2</th> <th data-bbox="657 725 943 840">3</th> <th data-bbox="943 725 1185 840">4 (col 2 Xcol 3)</th> </tr> </thead> <tbody> <tr> <td data-bbox="248 840 467 954">Unarmed Security Guard</td> <td data-bbox="467 840 657 954">82</td> <td data-bbox="657 840 943 954"></td> <td data-bbox="943 840 1185 954"></td> </tr> <tr> <td data-bbox="248 954 467 1068">Armed Security Guard</td> <td data-bbox="467 954 657 1068">15</td> <td data-bbox="657 954 943 1068"></td> <td data-bbox="943 954 1185 1068"></td> </tr> <tr> <td data-bbox="248 1068 467 1146">Security Supervisor</td> <td data-bbox="467 1068 657 1146">03</td> <td data-bbox="657 1068 943 1146"></td> <td data-bbox="943 1068 1185 1146"></td> </tr> <tr> <td data-bbox="248 1146 467 1261">Total financial implication</td> <td data-bbox="467 1146 657 1261"></td> <td data-bbox="657 1146 943 1261"></td> <td data-bbox="943 1146 1185 1261"></td> </tr> </tbody> </table> <p>KoPT will place order on the techno commercially qualified tenderer whose grand total financial implication will be the lowest.</p> <p>In case two or more bids are evaluated and are found to be of identical value, then they shall be asked to offer rebate over their quoted rates through sealed envelope in order to determine the lowest bidder.</p>	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 2 Xcol 3)	Unarmed Security Guard	82			Armed Security Guard	15			Security Supervisor	03			Total financial implication				<p>AGREE</p>
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<p>29</p>	<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>AGREE</p>																								

The notice shall inter-alia, include full particulars of:

- (a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- (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,
- (c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- (d) Any other relevant information.

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:

- (a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 29.4.

Or

- (b) Termination of the contract pursuant to clause 29.7 hereof.

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.

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.

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.

29.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the

	<p>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

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

Sr. Dy. Manager (Admn)

Haldia Dock Complex

Tender No. **Admn/ S /36M/2019-21/1**

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 _____**

Tender No. Admn/ S /36M/2019-21/1

(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	_____ % (In figures) ----- _____ Per Cent (In words)
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	_____ % (In figures) ----- _____ Per Cent (In words)
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	_____ % (In figures) ----- _____ Per Cent (In words)

Note (1): Applicable rate of Minimum Wages as on 14.08.2019 are as follows.

Sl.	Categories of personnel	Rate in Rs.
1	Unarmed security guard	551.00
2	Armed security guard	645.00
3	Supervisor	645.00*

*Additional amount of Rs. 100/- per 8 hrs. shift over and above the minimum wages as applicable for a highly skilled worker shall also be paid.

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

INTEGRITY PACT

Between

Kolkata Port Trust (KoPT) hereinafter referred to as “The Principal”/Employer”.

And

..... hereinafter referred to as “**The Bidder/Contractor**”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/ equipment at a competitive price in conformity with the defined specifications/ scope of work by avoiding the high cost and the distortionary impact of corruption on such work /procurement/ disposal and Enabling BIDDERS/ CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section 1 Commitments of the Principal/ Employer.

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or THROUGH family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information THROUGH which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2 – Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s) /Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or Document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the Guidelines on 'Indian Agents of Foreign Supplier' is annexed and marked as Annex-A.
 - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3-Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression THROUGH a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section 4-Compensation for damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

Section 8 (a) Role of Independent External Monitor (IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

- (c) Both the parties accept that the Monitors have the right to access all the Documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Port Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract Documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract Documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and Documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Kolkata Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section 8 (b) Details of Independent External Monitor (IEM):

Shri Subhashish Sarkar, IPoS (Retd.), Flat No. 406, Block-III, Kirti Apartments, Mayur Vihar Phase-I Extension, Delhi-110 091, Mob No. 98117 07230. E- mail: subhashishsarkar53@yahoo.com	Ms. Bulbul Sen, IRS (Retd.), B-104 Nayantara Aptts. Block 8B, Sec - 7 Dwarka New Delhi-110075. E-mail: bsensarkar@gmail.com
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Section 9 – Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL/EMPLOYER or its agencies shall be entitled to examine all the Documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER/CONTRACTOR shall provide necessary information and Documents **in English** and shall extend all possible help for the purpose of such examination.

Section 10- Pact Duration:

The pact beings with when both parties have legally signed it and will extend upto 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, KoPT.

Section 11- Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 (For & on behalf of the Principal)

 (Office Seal)

 (For & on behalf of bidder/Contractor)

 (Office Seal)

Place :

Date :

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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