



KOLKATA PORT TRUST
HALDIA DOCK COMPLEX
TENDER DOCUMENT
FOR
HIRING OF CONTRACT LABOUR FOR PERFORMING VARIOUS
INTERMITTENT JOBS
AT DIFFERENT LOCATIONS
UNDER
HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

TENDER NO.: P&IR/97/2020/3675 dated 12.03.2020

E-tender No.: 2020_KoPT_551865_1



KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

P&IR Division, Jawahar Tower Complex,

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

PIN: 721 607, West Bengal

Phone & FAX: 03224-263160

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 & bona fide vendors/contractors for hiring of Contract Labours for performing various intermittent jobs at different locations (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.	P&IR/97/2020/3675 dated 12.03.2020
b.	MODE OF TENDER	e-Tendering 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)	2020_KoPT_551865_1
d.	Date of NIT available to parties to download	16.03.2020
e.	Offline pre-bid meeting starting date, time and venue	24.03.2020 at 1100 hrs.
f.	Pre-bid meeting closing date and time	NA
g.	Estimated cost	Rs 81.08 crores
h.	i) Earnest Money Deposit	The intending bidders must deposit Rs. 65,000/- (Rupees Sixty-Five 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.

			In the event, the successful bidder gets the contract, the aforesaid Earnest Money will be converted into Security Deposit. The Security Deposit will be refunded at the end of the contract period, including the extension thereof, upon recovery of the dues if any from the contractor.
	ii)	Bid Document Fee	The intending bidders should deposit Rs. 2,950/- (Rupees Two thousand nine hundred and fifty only) inclusive of 18% GST 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.	i)	Last date of generation of Demand Draft / Banker's Cheque for EMD and Bid Document Fee before submission of online tender	07.04.2020 upto 1500 hrs.
	ii)	Last date of submission of original copy of Demand Draft / Banker's Cheque as EMD & Bid Document fee	07.04.2020 upto 1500 hrs. Ernest money and cost of tender document fee (original copy of DD / Banker's Cheque) are to be physically submitted at the office of the Sr. Dy. Manager (P&IR), 8 th Floor, Jawahar Tower, Haldia Township, Purba Medinipur – 721607 separately in a single sealed envelope, mentioning Tender No. with proper marking.
k.		Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at CPPP (https://eprocure.gov.in/eprocure/app)	30.03.2020 at 1200 hrs.
l.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	07.04.2020 upto 1500 hrs.
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	08.04.2020 at 1530 hrs. Shall be informed separately.

List of Annexure

Important instructions for e-Tender	Annexure – I
General information & instructions to the Bidders	Annexure – II
Terms & Conditions	Annexure – III
Declaration of Bidder for downloading the Tender Document	Annexure – IV
Declaration by the Bidder	Annexure – V
Covering Letter	Annexure – VI
Price Bid	Annexure – VII
Uniform & PPEs for Fire Personnel	Annexure –VIII

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:

- Bidder's Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Kolkata Port Trust, Haldia Dock Complex)

1. Mr. Indranil Hazra Sr. Deputy Manager (P&IR) Jawahar Tower (6 th Floor) Haldia Dock Complex Ph. No. 03224-265820 Mob. No. 9434067025 E-Mail: ihazra.hdc@kolkataporttrust.gov.in	2. Mr. Shamim Ahmed Dy. Manager (P&IR) Jawahar Tower (6 th Floor) Haldia Dock Complex Ph. No. 03224-264897 Mob. No. 9434031389 E-Mail: sahmed.hdc@kolkataporttrust.gov.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	(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 the bid. (B) Price bid of only those bidder(s), whose Part – I techno-commercial bid is found to be techno-commercially acceptable by HDC, will only be opened electronically. Such bidder(s) will be intimated the date of opening of the Part – II Price Bid, through valid e-mail submitted by them.
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 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. Bidders 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 BIDDERS

1. Haldia Dock Complex, Kolkata Port Trust invites tender from experienced, bona fide and reliable vendors/contractors for hiring of unskilled / semi-skilled / skilled / highly skilled categories of contract labours for performing various intermittent jobs at different locations under Haldia Dock Complex, Kolkata Port Trust.
2. Rates shall include all taxes & other charges etc. if payable excepting GST, EPF, ESI contribution, applicable minimum wages, bonus, Mediclaim / Medical Insurance etc. as detailed specifically detailed in the tender document. 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 bidder 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 bidder. 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 bidder shall be deemed to have carefully examined and fully understood the Instruction to Bidders, 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 personnel to be supplied by the contractor to HDC, KoPT.
10. Eligibility Criteria

Work Experience and Financial Capability :-	
a)	The bidder must have experience of having successfully executed labour supply contracts in a Government / Semi-Government / Autonomous Bodies / reputed Private establishments / factories over a period of last 3 years ending on 31.03.2019.
b)	The bidder during a period of last 3 years (ending on 31.03.2019) should have Average Annual Financial Turnover of minimum Rs 60 lakh.

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 given 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 31.12.19 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 along with the respective labour licenses.							
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 Registration Certificate from EPFO and ESIC indicating respective code no(s).							
e)	Copy of GST Registration Certificate.							
f)	Certified copy of Memorandum of Association, in case the bidder is a company.							
g)	Partnership deed (duly attested) in case the bidder is a partnership firm.							

12. The bidder 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 bidder is advised to make inspection of the deployment points to get fully acquainted with locations, nature and extent of work. Once a tender is submitted by a bidder, 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. **Pre-Bid Meeting**

a. A pre-bid meeting will be held on 24.03.2020 at 1100 hrs. in the Old Conference Room, Haldia Dock Complex, Jawahar Tower, Haldia Township - 721607.

b. The intending bidders 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 23.03.2020 to the office of General Manager (M&S), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224-263152, Email- pkdas.hdc@kolkataporttrust.gov.in, ihazra.hdc@kolkataporttrust.gov.in and sahmed.hdc@kolkataporttrust.gov.in so that the same may be discussed / clarified in the pre bid meeting.

16. **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, as per NIT, failing which their offer for hiring of contract labours will be rejected. In case the monetary limit for which the bidder is registered with NSIC falls below the order value, then the successful bidder shall deposit the deferential SD amount.

17. **Banned or De-Listed Contractors**

Bidder 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 bidder 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 bidder is to enclose together with the Techno-Commercial Bid. Such a declaration shall be given as per format given at Annexure-V.

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

- A declaration that the bidder(s) are fulfilling the eligibility criteria
- A declaration that the bidder(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.

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

Sl. No.	Terms & Conditions
1	<p>Scope of Work</p> <p>The work comprises supply of around 835 contract labours of unskilled / semi-skilled / skilled / highly skilled categories (requirement, as of now, is 632 unskilled, 07 semi-skilled, 188 skilled and 08 highly skilled) for performing intermittent jobs at different locations under Haldia Dock Complex, as and when required. The number of such labourers may be increased / decreased, as per actual requirement on any day, during the contract period of supply. It is expected to hire the required contract labourers through engaging more than one contractor. [Please refer to Clause No. 20 of Annexure – III.]</p>
2	<p>Responsibilities of the contractor</p> <p>2.1 The contractor shall be responsible for the timely payment of wages as per statute to its employees deployed in HDC. It will be for the contractors to decide the details of payment to be made and the facilities to be extended to the contract labours. But, in any case, the basic wage shall not be less than the minimum wages as notified by the appropriate authority.</p> <p>2.2 The contractor shall be required to undertake regular supervision of the jobs being performed by the contract labours at the assigned deployment points at his own cost and arrangement. It shall be ensured that the contractor's labourer does only the specific work agreed to by the contractor.</p> <p>2.3 The personnel deployed by the contractor shall be disciplined, hard-working, suitably qualified and experienced, having sound health & mind and should not be more than 60 years of age.</p> <p>2.4 The deployment pattern and the deployment points of contract labours may change as per requirement, for which the contractors shall be required to transfer the contract labours within the jurisdiction of Haldia Dock Complex, KoPT, as per the directive of HDC, KoPT Authorities. Further, the contract labours shall be amenable to multi-skilling and multi-tasking.</p> <p>2.5 The contractor shall abide by all the statutory requirements governing the engagement of contract labour and the payments thereof.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

2.6	<p>(a) While making payment to its employees deployed at HDC, the contractor shall ensure that at least the minimum wages are paid to the unskilled / semi-skilled / skilled / highly skilled categories of contract labour, in accordance with the relevance statutes and, without violating the instructions of the Appropriate Authority of the Central Govt., as applicable, issued from time to time. The payment to the contractor would be made on the basis of the number of contract labours deployed on a particular day in the specific categories.</p> <p>(b) The contractor may also consider payment of other relevant allowances / facilities as deemed fit by the contractors. The Principle Employer shall not be liable for any such above mentioned issues between the contractors (as employers) and the contract labours (as their employees).</p>
2.7	<p>a) The contractor must have EPF & ESI Code Nos. He shall pay his contribution (i.e. employer's contribution) on account of ESI (if applicable) & 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.</p> <p>b) For those workers for whom the ESI scheme will not be applicable, the contractor will provide suitable mediclaim / medical insurance policy, for which KoPT will reimburse upto maximum of Rs. 700 per worker per month subject to production of documentary evidence. The contractor in this regard will submit a list to KoPT showing the employees covered by ESI as per the statute and those covered by other arrangements. In no case the contractor will claim both the contributions for any worker.</p>
2.8	<p>The contractor shall deposit proof of statutory payments made to and / or in respect of the contract labours, viz. EPF, ESI, etc. to the Principal Employer immediately after payment and also on demand.</p>
2.9	<p>In addition to the above, the contractor shall have to comply with all statutory requirements, including any amendments thereof during the period of contract. If during the period of the contract, any law comes into operation fastening any liability on the contractor, the contractor shall duly comply with the same.</p>
2.10	<p>The contractor shall provide necessary Personal Protective Equipment and uniform to the contract labours as follows:-</p> <p>a) Uniform (clearly embossing thereat the logo & name of the firm of the contractor) and PPEs to the skilled workers to be deployed for the fire-fighting purpose at the Fire Unit as per Annex-VIII, HDC, KoPT will reimburse Rs. 10,000/- per worker after the contractor provides the required PPEs to the workers and produce documents thereof.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

	<p>b) PPEs to contract workers of different category other than Fire personnel, wherever applicable viz. workers deployed in the Dock premises, Hospital, Conservancy jobs, Civil and Electrical works for which HDC, KoPT will reimburse to the contractor upto maximum of Rs 2,500/- per worker after the contractor has provided the required PPEs to the workers and produce documents thereof for the entire contract period. The PPEs shall include safety shoes / gum boots, reflective jacket, helmet, hand gloves, etc. as will be applicable.</p> <p>c) The contractor should ensure that the aforesaid contract workers wear the uniform and PPEs wherever required positively. In the event of failure, HDC, KoPT shall levy penalty on the contractor @ Rs 50 per worker per occasion which the contractor shall recover from the worker concerned. In case of repeated failure for more than 3 occasions by any worker, the worker shall be replaced / substituted by another worker.</p> <p>2.11 The contractor shall issue Employment Card to each of the personnel deployed for this contract.</p> <p>2.12 The contractor shall obtain, at his own cost and expenses, all required licences, as and when required, under the existing statutes of Central or State Government, that may be in vogue or may be enforced during the period of contract for performance of work under this contract. The contractor shall ensure that the licences and other statutory requirements for this purpose remain valid during the currency of the contract. The contractor shall submit a copy of the same to the HDC, KoPT authority.</p> <p>2.13 The contractor shall be responsible for satisfactory service by its workers thus engaged. In the event, any contract labour is found to be non-performing, indiscipline or his / her integrity is not found to be beyond doubt, the contractor shall be intimated about the same and in that event, the contractor shall not deploy such a person at Haldia Dock Complex and the contractor should provide suitable replacement, if asked for.</p> <p>2.14 The contractor shall submit antecedent of the contract labour upon verification by the Police Department.</p>
3	<p>Leave –</p> <p>3.1. It will be the responsibility of the contractor to decide on the different leaves to be granted to the contract workers to be deployed under the contract at HDC. However, KoPT with a view to make room for the contractors to grant leave will make payment to the contractor for 8 additional days per worker in every 12-month period from the date of commencement of contract. Such payment to the contractor will be equal to 0.67 (i.e. 8/12) X amount equivalent to Clause 13.1 payable to the contractor. In the event of absence of any contract labour for a full month, no such amount will be paid to the contractor for that month for that contract labour.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

4.	<p>The above is clarified as follows:-</p> <p>a) If any worker attends office for 26 days, the contractor will get the payment as per clause 13.1 for 26.67 days in respect of the said worker.</p> <p>b) Similarly, if any worker attends office for 20 days, the contractor will get the payment as per clause 13.1 for 20.67 days in respect of the said worker.</p> <p>Holidays –</p> <p>National Holidays –</p> <p>4.1 The contractor will not be required to deploy workers on 3 National Holidays viz. Republic Day (26th January), Independence Day (15th August) and Gandhi Jayanti (2nd October) unless directed to do so by HDC, KoPT. During these three National Holidays, the contractors will be paid amount as per clause-13.1 per worker.</p> <p>4.2 In the event any of the workers is required to work on such holidays as per direction of HDC, KoPT, the contractor will be paid as per provision of clause 13.3.</p>
5	<p><u>Deployment Points & Pattern</u></p> <p>The deployment points to be manned by labourers of the contractor would be intimated to the contractor by Haldia Dock Complex in advance. It may be noted that the contract workers may be rotated between different work points across all divisions of HDC at the discretion of the HDC, KoPT Management as per work requirement.</p>
6	<p><u>The personnel to be deployed by the contractor shall not indulge in any of the following acts:-</u></p> <p>(i) They will be at the duty points assigned as per the notified roster and shall not leave the duty points for any reason whatsoever during their shift hours.</p> <p>(ii) Acting in a manner prejudicially to the interest of HDC, KoPT.</p> <p>(iii) Willful insubordination or disobedience individually or in combination with others of any lawful and reasonable order of his superior.</p> <p>(iv) Habitual late or irregular attendance.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

	<p>(v) Neglect of work or negligence in the performance of duty including malingering or slowing down of work.</p> <p>(vi) Interference or tampering with any HDC, KoPT property in and around the port premises / duty point.</p> <p>(vii) Drunkenness or riotous or disorderly or indecent behavior at the duty point or anywhere in the Port premises.</p> <p>(viii) Gambling at the duty point or at any other places inside the Port premises.</p> <p>(ix) Smoking where it is prohibited within Port premises.</p> <p>(x) Sleeping while on duty.</p> <p>(xi) Commission of any act, which amounts to a criminal offence involving moral turpitude.</p> <p>(xii) Absence from the employees' appointed place of work without permission or sufficient cause.</p> <p>Note - In case of non-compliance of any of the above directions, action shall be taken as deemed fit.</p>
7	<p><u>Duty Timings</u> The personnel would be deployed in the General Shift – from 8 AM to 5 PM or 9.30 AM to 5.30 PM / 09:00 AM to 06:00 PM / Morning Shift- from 6 AM to 2 PM / Evening Shift – from 2 PM to 10 pm / Night Shift - from 10 PM to 6 AM, or during any other time period of 8 hours, as per requirement. Such shift deployment may be changed / fixed as per work requirement.</p>
8	<p><u>Commencement of contract</u> The contractor shall commence the work from the date(s) specified in the order. The actual date of commencement of the work by the contractor shall be reckoned as the date of commencement of contract.</p>
9	<p><u>Period of Contract</u> The contract shall remain valid for a period of 3 years from the date of its commencement.</p> <p>However, the Management of HDC, KoPT reserves the right to extend the period of contract in case of exigency.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

10	<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 the services under the provisions of this contract are not being rendered upto the satisfaction of HDC and / or the statutory obligations, in respect of the contract, are not being fulfilled by the contractor, the contract shall be terminated in full or in part, after giving 15 days' notice, and the decision of Haldia Dock Complex, KoPT in the matter, shall be final and binding on the contractor.</p> <p>(b) The contract may also be terminated for any other good and valid reason by giving notice of 1 month from either side without any compensation from the either side.</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>
11	<p><u>Expiry of Contract with efflux of time:</u></p> <p>(a) The Contractor shall peacefully quit the KoPT premises with his manpower and equipment/item, if any, after expiry of the period of contract with efflux of time.</p> <p>(b) No compensation shall be paid by KoPT to the Contractor on expiry of the contract with efflux of time.</p> <p>(c) Upon expiry of the contract with efflux of time, if any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.</p>
12	<p><u>Contractor to Indemnify HDC, KoPT</u></p> <p>(a) The contractor shall indemnify and keep indemnified HDC 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 of the contract labour deployed by the contractor and / or failure or default by the contractor in due performance of his / their obligation under this contract. The matter / format regarding indemnification would be provided to the contractor before commencement of the job.</p> <p>(b) The contractor shall also indemnify KoPT from the possible future demand of the employees / workers employed by him that they be absorbed in KoPT, or they be paid at par with the regular employees of HDC, KoPT. It will be the responsibility of the contractor to find a solution for such demand, if it arises.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

	<p>(c) 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>
13	<p>Terms of Payment:</p> <p>13.1 The contractors would be paid the following amounts for supply of each of the appropriate category of contract worker per shift: -</p> <p>a) Notified Minimum Wages, as applicable, on the date of Supply relevant for the appropriate category of contract labour (as declared by Appropriate Authority of the Central Govt.).</p> <p>b) Employer's contribution towards EPF & ESI made to the respective authorities, subject to submission of documentary evidence of payment made to the Government authorities. For those workers who are not covered by ESIC, KoPT will reimburse maximum of Rs. 700/- per worker per month towards mediclaim / medical insurance policy, subject to production of appropriate document.</p> <p>c) The fixed amount to be determined through tender per worker per shift.</p> <p>13.2 Overtime for working beyond normal duty hours: - HDC will pay the following to the contractor:</p> <p>a) For disbursing to the worker concerned:</p> <p>i) $2 \times \frac{1}{8}$th of the min wage applicable \times actual period of overtime hours performed plus</p> <p>ii) Corresponding amount towards employer's contribution towards ESIC</p> <p>b) The contractor will also be paid 5% of the amount payable to the contractor as per clause-13.2 (a) for respective category of worker towards supervision and various administrative expenses.</p> <p>Note : Deployment of workers in Overtime by the contractor will be allowed only upon direction of the concerned HDC authority, as per work requirement. The contractor will be responsible for deployment of the workers on overtime required for fulfilment of the work requirement of HDC, KoPT and maintenance of particulars of the workers deployed on overtime. The actual Overtime hours of deployment will be monitored and certified by the concerned division / Unit of HDC, KoPT, where the manpower will be engaged on overtime.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

13.3 For working on Roster Off days and National Holidays:

HDC will pay the following to the contractor:

- a) For disbursing to the worker concerned;
 - (i) 2 x min wage applicable
 - (ii) Applicable amount towards employer's contribution towards ESIC (for those who are covered under ESI).
 - (iii) Applicable amount towards employer's contribution towards EPF.
- b) The contractor will also be paid 5% of the Roster Off amount / amount payable for working on National Holidays for each deployed worker as per 13.3 (a) above towards supervision and various administrative expenses:-

Note: Deployment of workers for working on Roster Off days / National Holidays, by the contractor will be allowed only upon direction of the concerned HDC authority, as per work requirement. The contractor will be responsible for deployment of the workers on Roster Off days / National Holidays required for fulfilment of the work requirement of HDC, KoPT and maintenance of particulars of the workers deployed on o Roster Off days / National Holidays. The actual deployment on Roster Off days / National Holidays will be monitored and certified by the concerned division / Unit of HDC, KoPT, where the manpower will be engaged on such days.

13.4 KoPT will also reimburse to the contractor the amount paid to the contract workers towards minimum applicable bonus as per Payment of Bonus Act. (The committee has refrained from commenting on the payment of bonus by HDC).

13.5 For those workers for whom the ESI scheme will not be applicable, the contractor will provide suitable mediclaim / medical insurance policy for which KoPT will reimburse upto maximum of Rs. 700 per worker per month subject to production of documentary evidence. The contractor in this regard will submit a list to KoPT showing the employees covered by ESI as per the statute and those covered by other arrangements. In no case the contractor will claim both the contributions.

13.6 The contractor shall submit bills (4 copies) every month in respect of the deployment of manpower at various working points as per requirement of Haldia Dock Complex. Payment shall be made by ECS / RTGS within 30 working days after submission of clear and complete bills, along with all relevant documents in proof of compliance to all provisions w.r.t. the statutory requirements of minimum wages, EPF & ESI contributions, etc, by the contractor.

Signature of the Bidder with Seal

	<p>13.7 For non-fulfillment of any obligation under the contract, HDC reserves the right to withhold the payment due to the contractor, in part or in full, till such period as HDC may consider necessary for due performance by the successful contractor.</p>
14	<p><u>Taxes, Labour Laws and other Regulations</u></p> <p>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>14.1 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.</p> <p>14.2 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.</p>
15	<p><u>Permit</u></p> <p>Permits, if required for the purpose of work inside the protected areas, cost thereof shall be borne by the contractor.</p>
16	<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>
17	<p><u>Safety</u></p> <p>16.1 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>16.2 The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety Rules / Regulation.</p> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>

18	<p><u>Accidents</u></p> <p>17.1 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>17.2 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>												
19	<p><u>Bidding Parameter</u></p> <p>The intending bidders shall quote a single lump-sum amount per day against supply of labour in their bids, which they would require for executing the work successfully. The said-lump sum amount must take into account all the expenses (including allowances to the contract labours, profit and overhead, statutory requirements, etc.) of the intending bidders [but excluding the Notified Minimum Wages, the Employer’s Contribution towards EPF & ESI, minimum applicable statutory bonus, leave (upto eight days as per Clause 3 of Annexure – III), National Holidays, PPEs and stated amount against Mediclaim / Medical insurance (as per Clause 13.1 (b) of Annexure – III) which shall be paid by HDC, KoPT].</p> <p>The said lump-sum amount (in rupees) accepted by Kolkata Port Trust after processing of the tender for award of the contract shall remain fixed throughout the period of the contract.</p>												
20	<p><u>Evaluation Criteria</u></p> <p>a) The tender will be evaluated on the basis of the single lowest lump-sum rate quoted:-</p> <table border="1" data-bbox="491 1458 1197 1724"> <thead> <tr> <th>Category</th> <th>Single lump-sum rate to be quoted by the bidder</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> </tr> <tr> <td>Unskilled</td> <td></td> </tr> <tr> <td>Semi-Skilled</td> <td></td> </tr> <tr> <td>Skilled</td> <td></td> </tr> <tr> <td>Highly Skilled</td> <td></td> </tr> </tbody> </table> <p style="text-align: right;">_____ Signature of the Bidder with Seal</p>	Category	Single lump-sum rate to be quoted by the bidder	1	2	Unskilled		Semi-Skilled		Skilled		Highly Skilled	
Category	Single lump-sum rate to be quoted by the bidder												
1	2												
Unskilled													
Semi-Skilled													
Skilled													
Highly Skilled													

	<p>The tender will be evaluated on the basis of lowest quoted amount in the Price Bid.</p> <p>All the bidders will be ranked on the basis of the quoted amount. The lowest bidder will be considered as the L1 bidder and other bidders will be ranked L2, L3 and so on. In case more than one bidder quotes the lowest rate, such bidders would be requested to give rebates on their quoted rates to ascertain the single lowest bidder. The process will continue till a single lowest bidder is obtained.</p> <p>b) KoPT will engage more than one contractor from amongst participating bidders who will agree to match the rate quoted by the L1 bidder. The entire requirement of 835 contract labours will be distributed amongst such contractors, with L1 bidder being allocated at least 100 contract labours and the remaining contract labours will be allocated to the other bidders in the order of their ranking who will match the rate quoted by the L1 bidder, with each contractor getting a minimum of 20 contract labours. In case any bidder does not accept the L1 rate, the offer will be given to the next bidder as per the ranking, who will accept the L1 rate. The contractor may have to supply contract labours in either of the unskilled / semi-skilled / skilled / highly skilled categories or any combination thereof, to be decided by the HDC, KoPT Management.</p> <p>The bidders may note that HDC, KoPT management reserves the right to decide on the number of contract labours to be allocated to each of the bidder who will agree to match the L1 rate.</p>
21	<p><u>Force Majeure</u></p> <p>20.1 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>20.2 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 style="text-align: right;">_____ Signature of the Bidder with Seal</p>

- (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.

20.3 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 20.4.

Or

- (b) Termination of the contract pursuant to clause 20.7 hereof.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

Signature of the Bidder with Seal

21	<u>GENERAL CONDITIONS OF CONTRACT</u> Trustees' General Conditions of Contract shall also be applicable for this contract. The bidders may like to inspect the same during office hours at the office of the Sr. Dy. Manager (P&IR), Haldia Dock Complex, Jawahar Tower Annexe Building, Haldia Township, Purba Midnapur.
22	<u>Integrity Pact</u> The successful bidders, whose contract value will be Rs. 5 crore and above, will be required to sign an integrity pact.

Signature of the Bidder with Seal

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

General Manager (M&S)

Haldia Dock Complex

Tender No. P&IR/97/2020/3675 dated 12.03.2020
e-Tender No. 2020_KoPT_551865_1

Name of work: **HIRING OF CONTRACT LABOUR FOR PERFORMING
VARIOUS INTERMITTENT JOBS AT DIFFERENT
LOCATIONS**

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 18%

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 to the one downloaded from Port web site? Identical 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 Bidder with Seal

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

DECLARATION BY THE BIDDER

1. I/We have carefully examined and fully understood the General Information & Instruction to Bidders, 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 Bidders".
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 Head office addresses and contact nos. are

Address	Telephone	Fax

Date:

Signature of the bidder with seal

Witness:-

	Name	Address	Signature
1			

Covering Letter

**General Manager (M&S)
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 bidder) having examined the Tender Document and understood its contents, hereby submit the Tender for supply and deployment of contract labour for performing intermittent jobs 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 if it may be found necessary or required 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 any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
7. I / We, ----- (Name of Bidder), hereby undertakes that we will abide by the decision of KoPT in the matter of examination,

evaluation and selection of successful bidder 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 rate as follows:-

Sl. No.	Description of items	Lump sum amount per Contract labour per day (in Rs.)
1	2	3
1	Lump-sum amount per contract labour (Unskilled / Semi-Skilled / Skilled / Highly Skilled) per day which they would require for executing the work successfully. The said amount must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending bidders (but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI, minimum applicable statutory bonus, leave, National Holidays, PPEs and stated amount against Mediclaim / Medical insurance which shall be paid by HDC, KoPT).	<p>.(In figures).....</p> <p>(in words).....</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"><p>Note: This is a sample of BOQ, bidders are requested not to quote here and quote only online.</p></div>

Uniform & PPEs for fire-fighting personnel

A. SUMMER UNIFORM MATERIALS			
		Period	Qty.
1	Cap Beret	Yearly	01
2	Badge & Logo for Cap	One time	01
3.	Shoulder Badge	One time	01 pr.
4.	Cloth Khaki Teri cot :- Pant- 1.2 meter +Shirt 1.8 meter=3 mtrs	3 years	05 sets.
5.	Belt black Leather	5 years	01
6.	Leather Shoes Brown	3 years	01 pr.
7.	Shocks Nylon Khaki	3 years	03 prs
8	Rain Coat	Yearly	01
9	Gumboot	Yearly	01pr.
10.	Lanyard red	Yearly	01
11	Whistle	One time	01
B. WINTER UNIFORM MATERIALS			
1	Woolen jersey	3 years	02
2	Surge Cloth for Trouser	3 years	01
3	Navy Blue woolen Surge Cloth for Coat	3 years	01
4	Shocks Woolen Khaki	3years	03 pr
C. PERSONAL PROTECTIVE EQUIPMENT (PPE)			
1	Ear Plugs	Yearly	01 set
2	Safety Gloves	Yearly	01 pr.
3	Pollution Mask	Yearly	01
4.	Safety Shoes	3 Yearly	01 pr
5	Safety goggles	yearly	01
D. OTHER MATERIALS ISSUED FOR MAINTENANCE OF UNIFORM			
1	Shoes Polish black & Brown	yearly	02 pcs each
2	Brasso	yearly	01 pc
3	Shoe Brush	yearly	02 pcs