

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

**TENDER NO. : Admn/S/36M/2020-22/1**

**E-tender No. : 2020\_KoPT\_579261\_1**

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## DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee (SMP) Kolkata or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, SMP Kolkata to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, SMP Kolkata in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, SMP Kolkata, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, SMP Kolkata shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, SMP Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, SMP Kolkata, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, SMP Kolkata also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, SMP Kolkata may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, SMP Kolkata is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, SMP Kolkata reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, SMP Kolkata or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the Tenderer and HDC, SMP Kolkata shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.



## SYAMA PRASAD MOOKERJEE PORT, KOLKATA

### HALDIA DOCK COMPLEX

#### Administration Division, Jawahar Tower Complex,

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

PIN: 721607, West Bengal.

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP) 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, Syama Prasad Mookerjee Port, Kolkata.

The Tender Document may be downloaded from <https://eprocure.gov.in/eprocure/app> and [www.kolkataporttrust.gov.in](http://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](http://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/2020-22/1
b.	MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid) through <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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, Syama Prasad Mookerjee Port, Kolkata.
c.	E-Tender No. (System Generated)	<b>2020_KoPT_579261_1</b>
d.	Date of NIT available to parties to download	25.08.2020
e.	Offline Pre-Bid Meeting starting date & Time	04.09.2020 at 1100 Hours
f.	Pre –Bid Meeting closing date & Time	NA
g.	Estimated Cost	<b>Rs.1302.63 lakhs</b> (excluding GST)

h.	i)	Earnest Money Deposit	The intending bidders must deposit INR <b>26,05,260/- (Rupees Twenty Six Lakh Five Thousand Two Hundred sixty only)</b> , as Earnest Money, to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata 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 <b>deposit INR 2950/- (Rupees Two Thousand Nine Hundred Fifty only)</b> [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata on any Scheduled/Nationalized Bank payable at <b>Haldia</b> , 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.		<b>18.09.2020 up to 1400 hours</b>  (Copy of the DD/Banker's Cheque should be uploaded online).
k.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at  <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>		<b>13.09.2020 from 1200 hours</b>
l.	Date of closing of online e-tender for  submission of Techno-Commercial Bid &  Price Bid.		<b>18.09.2020 up to 1500 hours</b>
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		<b>19.09.2020 after 1600 hours</b>

**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 (Syama Prasad Mookerjee Port Kolkata, Haldia Dock Complex):

1. Mrs. T. Ghose, Deputy Manager (Admn.), Haldia Dock Complex Ph. No. 03224-264555 E-Mail – <a href="mailto:tghose.hdc@kolkataporttrust.gov.in">tghose.hdc@kolkataporttrust.gov.in</a>	2. Shri Samar Biswas, Assistant Manager (Admin.), Haldia Dock Complex Ph. No. 03224-265117 E-Mail – <a href="mailto:samarb.hdc@kolkataporttrust.gov.in">samarb.hdc@kolkataporttrust.gov.in</a>
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**Contact persons (CPP Portal):**

**1. Shri Nazmush – Mob: 9563251950**

email: [webhelpdesk@gmail.com](mailto: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	SMP, Kolkata 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
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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 either DIC's (DISTRICT INDUSTRIES CENTRE) Certificate or Udyog Aadhar.
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 shall have to deposit cost of Tender Document and 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 either DIC's (DISTRICT INDUSTRIES CENTRE) Certificate or Udyog Aadhar has to be submitted along with the bid.
14	Due date of submission of tender may be extended at the discretion of HDC, Syama Prasad Mookerjee Port, Kolkata

**GENERAL INFORMATION & INSTRUCTIONS TO THE TENDERERS**

1. Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata invites tender from experienced, bonafide 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, Syama Prasad Mookerjee Port, Kolkata.
2. Rates to be quoted shall include all taxes & other charges if payable excepting GST, EPF, ESI contribution. 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. 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.
- 2.1 Percentage of GST presently applicable shall have to be mentioned at **Appendix-II**.
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 make the bid liable 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, SMP, Kolkata on or before deployment.
10. **Eligibility Criteria:**  
Reputed Organizations as a single entity is eligible to participate in the tender. Further, the tenderer may be a natural person, private entity or government entity. No Consortium shall be allowed to participate in the tender.

The purchaser of the Tender Document must be the tenderer itself.

<b>Work Experience and Financial Capability :-</b>	
a)	The tenderer shall submit evidence that the Tenderer has successfully executed similar work (Order letter and successful execution certificate to be provided)as per

	the following:
	1) At least 3 similar completed works each worth not less than INR 173.68 lakhs over a period of last 7 years ending on 31.07.2020. <b>Or</b>
	2) At least 2 similar completed works each worth not less than INR 217.11 lakhs over a period of last 7 years ending on 31.07.2020. <b>Or</b>
	3) At least 1 similar completed work worth not less than INR 347.37 lakhs over a period of last 7 years ending on 31.07.2020.
	Note 1: The term "similar work" means having experience of having successfully executed security and surveillance related contracts in a Government / Private industrial establishment/ factories/residential townships.  Note2: The term "completed work(s)" means the executed/completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).
b)	The tenderer during a period of last 3 years (ending on 31.03.2020) should have Average Annual Financial Turnover of minimum Rs 130.26 lakhs.

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

a)	<p>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 at Appendix -V.</p> <table border="1"> <thead> <tr> <th>Sl. No</th> <th>Work Order No.</th> <th>Value of the Work Order.</th> <th>Nature of Beneficiary who has placed the order.</th> <th>Date of the commencement of order.</th> <th>Date of Completion of order.*</th> <th>Amount received till 31.07.20 from execution of the order.</th> <th>Reference of work execution certificate</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>* In case of ongoing contracts, the tenderers must produce certificate from the beneficiary that they have performed satisfactorily till 31.07.2020 and payments received till 31.07.2020 for such ongoing contracts.</p> <p>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 -10(a) above.</p>	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 31.07.20 from execution of the order.	Reference of work execution certificate																																								
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b)	Copies of Audited Balance Sheet and Profit & Loss Account for last three financial year ending on 31.03.2020 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 .
g)	Copy of valid Labour Licence with respective number(s)
h)	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.
i)	Certified copy of Memorandum of Association, in case the tenderer is a company.
j)	Partnership deed (duly attested) in case the tenderer is a partnership firm.
k)	Power of Attorney as at <b>Appendix-IV</b>

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 at **Appendix-III**
13. HDC, SMP, Kolkata 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, SMP, Kolkata 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 inspect the work area including the deployment points as indicated at **Appendix-VIII** 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 various 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. 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.
16. 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.
17. Due date of submission of tender may be extended at the discretion of HDC, SMP, Kolkata.
18. The rates to be quoted by the tenderers shall include all Costs, Expenses, Taxes, Duties and Charges except GST
19. **Taxes (GST)**
  - (i) The quoted rates should be excluding GST. GST, as applicable, shall be paid extra against proper invoice submitted by the contractor.
  - (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, SMP, Kolkata to get due credit against GST paid.
  - (iii) In case of any failure on the above account, GST amount even if paid by HDC, SMP, Kolkata 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.

## 20. Earnest Money :

20.1 The intending bidders should submit Earnest Money of **INR 26,05,260/- (Rupees Twenty Six Lakh Five Thousand Two Hundred sixty only)** to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected without any further reference to the Bidder whatsoever.

20.2 Earnest Money and cost of tender document are to be physically deposited at the office of Tendering Authority [General Manager (M&S)], Annex Building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking.

20.3 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 Syama Prasad Mookerjee Port, Kolkata payable at Haldia before opening of the tender, as specified in the Tender Document.

20.4 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.

20.5 Earnest Money deposited by the unsuccessful tenderers shall be refunded without any interest to unsuccessful tenderers after finalization of the tender.

## 21. Bidding Parameter :

The intending tenderers shall quote lump sum amount per 8 hour shift in their bids against each category of security personnel to be deployed under the contract viz unarmed security guards, armed security guards and Supervisors, which they would require to meet various expenses for executing the work successfully. The said lump sum amount must take into account all the expenses, overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI, leave salary for 10 days per annum, 3 national holidays per annum and minimum applicable Bonus as per Payment of Bonus Act subject to providing documentary evidence. It will be the sole discretion of the successful tenderer/ contractor to decide how much of the lump sum amount quoted by him and accepted by the port at the time of awarding the contract, will be paid to his employees deployed under the contract.

21.1(a) For the purpose of general indication, the tenderers may note that at present, HDC, SMP, Kolkata is paying the following amounts to the existing contractor per man shift of 8 hours including the contractors profits and overheads but excluding the Minimum Wages and Employers contribution towards EPF and ESI and the same are mentioned in the Table below as "Indicative Fixed Amount "

Sl. No.	Category	Indicative Fixed Amount
1	Unarmed Security Guard	Rs 403.68
2	Armed Security Guard	Rs. 434.24
3	Supervisor	Rs. 472.70

21.1(b) The above amounts are indicative only and the tenderers are requested to collect additional details by themselves including the local conditions prevailing at Haldia for the purpose of quoting the lump sum amount.

21.2 The lump sum amount as would be accepted by HDC, SMP, Kolkata for the successful tenderer against item nos. 1, 2 & 3 of Schedule of Rates of the Price Bid for award of the contract, shall remain fixed throughout the period of the contract for the respective categories including extensions thereof.

**22. Evaluation Criteria :**

Evaluation will be made on overall lowest financial implications to HDC, SMP, Kolkata to be assessed as follows:-

Type of personnel	Number of man shifts to be deployed per day	The lump sum amount quoted by the tenderer at column IV of the Price Bid	Financial implications
I	II	III	IV (col II X col III)
Unarmed Security Guard	82		
Armed Security Guard	15		
Security Supervisor	03		
Grand Total financial implication			

SMP, Kolkata will place order on the techno commercially qualified tenderer whose grand total financial implication will be the lowest.

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.

**23. Pre Bid Meeting :**

a. A pre bid meeting will be held on 04.09.2020 at 1100 hrs. at the office of General Manager (M&S) 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, SMP Kolkata and forward the same by 1400 hrs. of 03.09.2020 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- [tghose.hdc@kolkataporttrust.gov.in](mailto:tghose.hdc@kolkataporttrust.gov.in), [samarb.hdc@kolkataporttrust.gov.in](mailto:samarb.hdc@kolkataporttrust.gov.in) ) so that the same may be discussed / clarified in the pre bid meeting.

**24. For NSIC Registered Firm:**

- a) NSIC registered firms (under single point registration scheme) are exempted from depositing Tender Document cost and Earnest 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 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

**25. 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 **Appendix-III**.

**26. Tests of Responsiveness:**

Prior to evaluation of Techno Commercial Bid of the tender, HDC, SMP Kolkata will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender:

- i) Is submitted within the due date including extension period, if any.
- ii) Is accompanied by required Covering Letter.
- iii) Is signed, sealed and marked as stipulated in the tender document.
- iv) Is accompanied by the required Power of Attorney.
- v) Contains all the information as requested in the tender document.
- vi) Contains information in Formats as specified in this tender document.
- vii) Does not show inconsistencies between the offer and the supporting documents.
- viii) It does not contain any condition or qualification
- ix) Is accompanied by Certificates demonstrating Work Experience & Financial Capacity.

Sl. No.	SCOPE OF WORK, SPECIAL CONDITIONS OF CONTRACT & GENERAL CONDITIONS OF CONTRACT
1.	<p><b>Scope of Work:</b></p> <p>a) The work comprises providing round the clock security and surveillance of different areas under Haldia Dock Complex including Haldia Township at designated duty points by way of providing 15 man shifts of 8 hrs. each per day by Armed Security Guards, 82 man shifts of 8 hrs. each per day by Unarmed Security Guards and 3 man shifts of 8 hrs. each per day by Security Supervisors on all the days in a year including Saturdays, Sundays and Holidays. The shift wise deployment of the above man shifts at various duty points is given at item-3 of <b>Annexure-III</b>.</p> <p>b) The other obligations of the contractor will be but not limited to the following:-</p> <p><b>I. General :</b></p> <p>(i) Ensuring safety and security of the residents/ occupiers of the port quarters and other buildings as well as movable and immovable assets/property of the port and the residents/ occupiers in concerned areas.</p> <p>(ii) Shall maintain liaison with the local police authority for (i) maintenance of law and order situation within concerned areas, (ii) for conducting proper police enquiry in case of theft/pilferage etc including subsequent follow up and (iii) for obtaining police protection in case of gheraos/ bundhs etc.</p> <p>(iii) Keeping strict surveillance so that no criminal offences take place within the concerned areas.</p> <p>(iv) Regulating parking of vehicles wherever required.</p> <p>(v) Periodical training of the Security personnel deployed to improve their performance.</p> <p>(vi) Providing arms &amp; ammunitions along with valid licenses in case of armed security personnel.</p> <p>(vii) Shall ensure that no stray cattle/s gets into the township, offices, roads or any other Port establishments within the concerned areas.</p> <p>(viii) Checking for potential causes that could result in a security breach and reporting to the Port management.</p> <p>(ix) Supervision and administration of the entire performance of the security function including fulfilling the statutory requirements as applicable to his employees</p> <p>(x) Any other security and allied functions as may be directed by HDC/ SMP, Kolkata</p> <p><b>II) The security personnel deployed at the concerned Gates of various duty</b></p>

**points :**

- i) Shall operate the gates all the time during their duty hours without keeping those open even during adverse climatic conditions.
- ii) Shall keep strict vigil on the men, vehicles, vendors etc moving in and out of the gates and monitor their movements. Shall maintain a register for recording movement details in a register as per direction of the port management from time to time.
- iii) Shall also scrutinize the identity of the persons, vehicles, carts, vans etc as per direction of the port management from time to time.
- iv) Shall prevent four/two wheeler vehicles approaching the township gates at high speed or without helmets (for 2 wheelers), without proper number plates etc as per standard traffic rules in entering or exiting the township, for taking note of the vehicle details, name of the rider/driver etc for further enquiry if required.
- v) Security personnel deployed at the gates of different offices/ workshops/ garages etc. shall also check the different items moving in and out of the gates including challans containing description, quantity of the items passing the gates as per directions of the port management from time to time.
- vi) Shall perform such other duties like Thermal Scanning etc. depending on the situations prevailing from time to time and keep such records related to improving safety and security of the port property, residents etc. as may be directed by port management from time to time

**III: Patrolling Duty:**

**In addition to deployment of security personnel at the specified duty points , patrolling of the concerned areas shall be carried out by the security personnel in the following manner :**

- i) Shall cover the entire township and other areas coming under the ambit of the security coverage of the contractor at regular intervals and keep record of the same.
- ii) Shall keep special vigil of the quarters specially those where the occupier is temporarily not in station. They will also keep vigil of the offices etc after working hours during the evening and night times in particular.
- iii) Shall control unwanted gatherings within the township and other areas coming within the concerned areas.
- iv) Shall ensure that no damage is done to trees, plants, lawns , buildings etc.
- v) Shall ensure that no encroachments occur in port owned estate and also report incidents of encroachment in the port estate.
- vi) Shall perform such other duties as may be directed by port management from time to time which are related to improving safety and security of the port property, people etc.

**IV: Traffic Duty:**

	<p>i) Shall be primarily responsible for regulating the cargo carrying vehicles for minimizing congestion as per direction of the port management.</p> <p>ii) Shall also perform such duties as will be directed by port management in this regard from time to time</p>
2.	<b>SPECIAL CONDITIONS OF THE CONTRACT:</b>
2.1	<p>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 man shifts to be deployed per day as per provisions of contract , 25 man shifts shall be covered by ex-servicemen including para-military personnel, viz. Ex.-CISF/BSF/Police/TA/EFR which will not go below 20 man shifts on any day and balance 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 along with their concerned credentials before the designated official to be nominated by General Manager(M&amp;S), HDC, SMP, Kolkata at least 07 days prior to the date of actual deployment. In the case 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>
2.2	<p>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 along with an attested photograph to HDC SMP, Kolkata.</p>
2.3	<p>Uniforms and accessories, arms and ammunitions with valid licences, patrolling bicycles, safety and other allied equipment and accessories shall have to be provided and maintained by the contractor at their own cost. No extra cost would be permissible in these respects. If jeep patrolling is required and the Contractor is so advised, jeep(s) would be provided by HDC. Security personnel shall wear proper uniform while on duty. It shall be the responsibility of the Contractor to provide his personnel at his own cost necessary uniforms, belts, caps, helmets, shoes, rain coats, gum-boots, torches, cells, whistles, wooden/bamboo sticks and all other required equipment and accessories for effective discharge of their duties. All safety rules and regulations shall have to be observed by the personnel engaged by the Contractor.</p>
2.4	<p>No complaint regarding shortage of staff, any other facility, absence of staff, etc. shall be entertained by HDC/ SMP, Kolkata. 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</p>

	Contractor by HDC. The decision of General Manager (M&S), 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 General Manager (M&S), 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,SMP, Kolkata.
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 General Manager (M&S), 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, SMP, Kolkata.
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. The Contractor shall make regular and full payment of wages and salaries etc. to the persons engaged or employed as required under various Regulations. All liabilities towards overtime or extra payment for any person engaged / deployed for more than statutory normal working hours shall be

<p>2.13</p> <p>2.14</p> <p>2.15</p>	<p>solely borne by the Contractor.</p> <p>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.</p> <p>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, SMP, Kolkata from the possible future demand of workers/personnel engaged by him under this contract for absorption in HDC, SMP, Kolkata. It shall be the responsibility of the Contractor to address and solve such demands if such a situation arises. HDC, SMP, Kolkata shall have no liability whatsoever in the matter.</p> <p>The Contractor shall submit the Character &amp; Antecedent verification certificate (issued by police authority) of all personnel engaged at HDC, SMP, Kolkata through this tender and submit the same to the office of General Manager (M&amp;S), HDC before deployment of his personnel at HDC,SMP, Kolkata.</p>
<p>3</p>	<p><b><u>Deployment points and pattern</u></b></p> <p>a) The point wise deployment pattern is given at <b>Appendix VIII</b>. The Contractor shall notify the duty roster of their deployed security personnel for each of the duty points for each month as per deployment pattern given at <b>Appendix- VIII</b>. 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 contractor shall keep adequate manpower to provide the required man shifts as per the deployment pattern given at <b>Appendix- VIII</b> after accommodating the Roster Off days, leaves, etc.</p> <p>d) The posting of each of the security personnel shall be rotated among the various duty points periodically by the contractor.</p> <p>e) The deployment points and / or the manning pattern may increase / decrease/be modified as per operational requirement, as may be decided by General Manager (M&amp;S) or any other designated officer on his behalf.</p> <p>f) Non requirement of security coverage at any duty point on any day/period shall be intimated to the Contractor by the General Manager (M&amp;S) or any other designated officer on his behalf. The Contractor shall not be paid any compensation for such curtailment.</p>

	<p>g) During currency of the contract, as and when required by HDC/ SMP Kolkata , the Contractor may be required to provide additional man shifts at the same rate, terms &amp; conditions. The Contractor shall provide such additional man shifts to HDC/ SMP, Kolkata within 2 days from the date of issue of the order in this regard by the General Manager (M&amp;S) or any other designated officer on his behalf.</p> <p>h) In case of modification in deployment point and / or the manning pattern during currency of the contract ,the contractor shall comply with such requirement of HDC unconditionally without any extra cost.</p> <p>i) The number of man shifts mentioned at item-(a) above may increase/ decrease as per requirement during the contract period. However, in case of decrease, the reduction will be restricted within 20 % of the overall man shifts (100) required per day taking all three categories together.</p>
4	<p><b><u>The Security personnel to be deployed by the contractor shall not indulge in any of the following acts:-</u></b></p> <p>(i) The Security personnel to be deployed by the contractor shall be at the duty points assigned to them as per the duty roster to be notified by the contractor and shall not leave the duty points till their duty is taken over by the reliever at the end of the shift, Besides, they will also not leave their duty points during shift hours for any reason whatsoever, that includes provocation by the Unions/political parties. In case such leaving of duty point is noted, the penalty as per Clause-11 of Annexure -III will be imposed without giving any opportunity to the contractor. Repeated occurrence of such incidents of security personnel leaving their duty points will also make the contract liable for termination in addition to imposition of penalty. Save and except what are provided in the relevant statutes, it will be desirable that the contractor makes suitable Agreement with the workers and Unions so that the security personnel to be deployed under the contract are exempted from participating in any strike, agitation etc. to ensure proper security coverage at HDC, SMP, Kolkata.</p> <p>(ii) Acting in a manner that is not consistent with the Scope of Work prescribed for each of the areas at clause 1, Annexure – III and/ or prejudicial to the interest of HDC, SMP Kolkata.</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) Habitually late or frequently absenting.</p> <p>(v) Negligence in the performance of assigned duty including lingering or slowing down of work.</p> <p>(vi) Interference or tampering with any safety devices or any sensitive property of the port installed 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.  (x) Sleeping while on duty.  (xi) Commission of any act, which amounts to a criminal offence and moral turpitude.  (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 per provisions of clause 11 of Annexure -III of the tender document</p>
5	<p><b><u>Duty Timings :</u></b></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>
6	<p><b><u>Accommodation for personnel:</u></b></p> <p>HDC will provide barrack/sharing type accommodation for the personnel to be engaged by the Contractor, free of cost. Electricity charges would be payable by the Contractor at actuals.</p>
7	<p><b><u>Commencement of contract :</u></b></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>
8	<p><b><u>Compensation (Liquidated Damage)</u></b></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 General Manager (M&amp;S) 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>
9	

	<p><b><u>Period of Contract :</u></b></p> <p>The contract shall remain valid for a period of 36 months from the date of commencement of contract. However, Contract may be extended subject to performance of the successful tenderer. The rates quoted by the tenderer in the 'Schedule of Rates' and the applicable terms and conditions shall accordingly remain valid for the contractual and also extended period.</p>
10	<p><b><u>Termination of Contract Either in Part or In Full :</u></b></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, SMP, Kolkata and / or the legal obligations in respect of contract are not being fulfilled by the Contractor, the General Manager (M&amp;S), 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, General Manager (M&amp;S), 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 General Manager (M&amp;S) HDC shall be entitled to carry on the security services at the risk and expenses of the Contractor through any independent agency for the balance period of the contract and to recover from the terminated Contractor in addition to any other amount, compensation or damages that Trustees are entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.</p> <p>c. Security Deposit would also be liable to forfeiture in case of premature termination of the contract owing to breach of contractual obligations by the Contractor.</p>
11	<p><b><u>Penal Provisions</u></b></p> <p>HDC shall carry out inspections to see that the contractor is fulfilling all terms &amp; conditions of the contract. In the event it is found that the security personnel are not complying with any of the directions given at clause-4 above, a penalty of Rs.1500/- plus GST as applicable per personnel per shift or part thereof shall be levied on the Contractor, which will be deducted from the monthly bills and decision of General Manager (M&amp;S) or any other designated officer on his behalf in this regard shall be final and binding on the Contractor.</p>
12	<p><b><u>Service provided to indemnify HDC, SMP.Kolkata:</u></b></p> <p>The Contractor shall indemnify and keep indemnified HDC, SMP, Kolkata 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>

**Terms of payment :**

13.1 Payment shall be made per man shift of 8 hrs. as follows :

(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:-

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)

(b) (i) **Reimbursement of Employer's contribution towards Employees' Provident fund (EPF)& Employees' State Insurance (ESI)** not exceeding the minimum amount as per statute made by the contractor to the respective statutory authorities subject to submission of documentary evidence of payment.

(ii) For those Security personnel for whom the ESI scheme will not be applicable, HDC/SMP, Kolkata will reimburse Rs. 900/- per month per Security personnel subject to production of evidence by the contractor that the contractor has covered those Security personnel with suitable **Medical Insurance**.

(iii) The contractor in this regard will submit a list to HDC/SMP, Kolkata showing the employees covered by ESI as per the statute and employees covered by **Medical Insurance**. In no case the contractor will claim both the contributions.

(c) **Overhead & Other Expenses:** This will be paid as per the lump sum amount quoted by the successful tenderer as per clause-21, of Annexure-II of tender document and accepted by HDC/ SMP, Kolkata. The said amount towards overhead and other expenses as would be accepted by HDC/ SMP, Kolkata for the successful tenderer, would remain firm throughout the contract period including extensions thereof.

(d) **GST** shall be paid extra as applicable during the contract period

13.2 The contractor shall comply with the suitable escalation / de- escalation of rates as per Government notification issued time to time from the appropriate authority during the period of contract.

13.3 The contractor shall submit bills (4 copies) every month. Payment shall be made through ECS within 15 working days after submission of clear and complete bills along with relevant documents.

13.4 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.

13.5 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.

13.6 The Contractor shall deposit EPF, 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 General Manager (M&S), HDC at the beginning of every quarter, failing which, General Manager (M&S), HDC/ SMP, Kolkata may withhold the payments to be made to the Contractor.

13.7 HDC/SMP, Kolkata will reimburse to the contractor the amount paid as bonus to the security personnel limited to minimum applicable bonus as per Payment of Bonus Act subject to providing documentary evidences.

13.8 HDC/SMP, Kolkata will also make additional payment to the contractor per month to be utilized by the contractor for granting 10 days leave per annum with pay to the security personnel to be deployed under the contract, as follows:-

#### For Unarmed Security Guards

0.83 X amount payable to the contractor as per Clause-13.1 of Annexure -III of the tender document for unarmed Security Guard per man shift for 82 man shifts

i.e. Total amount payable per month will be  $0.83 \times [\text{Minimum wage as per clause 13.1(a) of Annexure -III} + \text{P.F. \& ESI/Medical Insurance as per clause 13.1(b) of Annexure -III} + \text{overhead and other expenses as per clause 13.1(c) of Annexure -III per 8 hrs. shift for the month concerned}] \times 82$

#### For Armed Security Guards

0.83 X amount payable to the contractor as per Clause-13.1 of Annexure -III of the tender document for armed Security Guard per man shift for 15 man shifts

i.e. Total amount payable per month will be  $0.83 \times [\text{Minimum wage as per clause 13.1(a) of Annexure -III} + \text{P.F. \& ESI/Medical Insurance as per clause 13.1(b) of Annexure -III} + \text{overhead and other expenses as per clause 13.1(c) of Annexure -III per 8 hrs. shift for the month concerned}] \times 15$

#### For Supervisor

0.83 X amount payable to the contractor as per clause-13.1 of Annexure -III of the tender document for Supervisor per man shift for 3 man shifts

i.e. Total amount payable per month will be  $0.83 \times [\text{Minimum wage as per clause 13.1(a) of Annexure -III} + \text{P.F. \& ESI/Medical Insurance as per clause 13.1(b) of Annexure -III} + \text{overhead and other expenses as per clause 13.1(c) of Annexure -III per 8 hrs. shift for the month concerned}] \times 3$

13.9 SMP Kolkata will also make payment to the contractor as follows for deployment of security personnel during 3 National Holidays per annum viz. Republic Day, Independence Day and Gandhi Jayanti:-

a) For disbursing to the Security personnel concerned:

i) 2 x minimum wage applicable.

ii) Applicable amount towards employer's contribution towards ESIC / Medical insurance.

iii) Applicable amount towards employer's contribution towards EPF.

b) The contractor will also be paid 5% of the amount payable to the applicable category of workers as per (a) above towards supervision and various administrative expenses.

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**Taxes, Labour Laws and other Regulations:**

14.1 The Contractor shall fulfil all legal obligations in respect of the contract. HDC, SMP, Kolkata shall accept no liability whatsoever in the matter and also in case of accident, if any.

14.2 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, SMP, Kolkata shall have no liability whatsoever concerning the employees of the Contractor. The Contractor shall keep HDC, SMP, Kolkata 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,SMP, Kolkata. The Contractor shall be liable to pay any increase of wages / salaries of his personnel during the contractual period.

14.3 The Contractor shall be responsible for the compliance with all acts, laws and regulations as applicable with regard to the performance of work, leave of employees including the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Private Security Agencies (Regulation) Act, 2005, West Bengal Private Security Agencies (Regulation) Rules, 2007, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act,1936, Bonus Act, Employees Provident Fund and [Misc. Provisions] Act, 1952, Apprentices Act , 1961, Shops & Establishments Act, Dock Worker's (Safety, Health & Welfare), 1986 and such other applicable Central /State Acts or Statutes not herein specifically mentioned but having direct or indirect application in this contract and take such steps as may be deemed necessary in

this regard.

If, as a result of the contractors failure, negligence, omission, default or non-observance of any provisions of any law, HDC, SMP, Kolkata is called upon by any authority to pay reimburse or is required to pay or reimburse any amount, HDC, SMP, Kolkata 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, SMP, Kolkata 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.

14.4 The Contractor shall have to comply with the EPF & ESI Act as 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) For those Security personnel for whom the ESI scheme will not be applicable, SMP, Kolkata will reimburse Rs. 900/- per month per Security personnel subject to production of evidence by the contractor that the contractor have covered those Security personnel with suitable **Medical Insurance**.

(iii) The contractor in this regard will submit a list to HDC, SMP, Kolkata showing the employees covered by ESI as per the statute and employees covered by **Medical Insurance**. In no case the contractor will claim both the contributions.

iv) 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.

v) 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.

vi) 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 as per proforma at **Appendix-VII**

vii) In case the bidder/s are not covered under the ESI Act, they must additionally indemnify HDC, SMP, Kolkata in a Non-Judicial Stamp Paper, against all damages and accident occurring to his personnel. The same should be submitted by the successful bidder after opening of the tender. The Proforma of Indemnify Bond shall have to be collected by the successful bidder from the office of the General Manager (M&S), HDC after opening of the

	<p>tender.</p> <p>14.5 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>14.6 The Contractor shall defend, indemnify and hold HDC,SMP, Kolkata 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>
15	<p><b><u>Permit</u></b></p> <p>The Contractor shall have to obtain Dock Entry Permit at his own cost &amp; arrangement, as and when required for carrying out various functions under the contract.This will also be applicable in case of increase/decrease/modification in deployment points/manning pattern under the contract.</p>
16	<p><b><u>Non-assignability</u></b></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><b><u>Contract Agreement</u></b></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, SMP, Kolkata under official seals. The Contractor will keep HDC, SMP, Kolkata indemnified against any loss of property entrusted to their security. They will also defend, indemnify and hold HDC, SMP, Kolkata 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 General Manager (M&amp;S), HDC.</p>
18	<p><b><u>Safety</u></b></p> <p>18.1 The Contractor shall have to ensure safety of all his working personnel to the fullest and in compliance of the provisions of general safety rules / regulations including Dock Workers' (Safety, Health &amp; Welfare) Regulations, 1986, as applicable. The Contractor shall be responsible for the safety of its workmen and employees.</p> <p>18.2 The Contractor shall be solely responsible for consequences arising out of non-compliance or violation of safety Rules / Regulation.</p> <p>18.3 The Contractor shall have to provide (at his own expenses) all required Personal Protection Equipments (PPE) &amp; Safety Gears for all</p>

	<p>personnel engaged during the work and in case of his failure to do so, HDC, SMP, Kolkata 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>				
<p>19</p>	<p><b><u>Deployment of Security Supervisor for day to day coordination and supervision:</u></b></p> <p>The Security Supervisor shall be responsible for the total supervision of the security personnel round the clock along with required co-ordination. Clause 1 of Annexure –III may also be referred in this connection. The Supervisor shall supervise and control all duty posts/ points and also the security guards engaged in HDC, SMP, Kolkata and co-ordinate with HDC authority &amp; submit reports to them.</p>				
<p>20</p>	<p><b><u>Accidents:</u></b></p> <p>20.1 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>20.2 SMP, Kolkata 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>				
<p>21</p>	<p><b><u>Security Deposit :</u></b></p> <p>21.1 The successful tenderer shall have to keep Security Deposit for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by HDC, SMP, Kolkata:-</p> <table border="1" data-bbox="248 1570 1396 1756"> <thead> <tr> <th data-bbox="248 1570 823 1626">Value of the work</th> <th data-bbox="823 1570 1396 1626">% Security Deposit</th> </tr> </thead> <tbody> <tr> <td data-bbox="248 1626 823 1756">More than Rs 20,00,000/-</td> <td data-bbox="823 1626 1396 1756">10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount</td> </tr> </tbody> </table> <p>21.2 The Security Deposit shall have to be deposited in DD drawn on any nationalized bank in favour of Haldia Dock Complex; Syama Prasad Mookerjee Port, Kolkata and payable at Haldia or in the form of Bank Guarantee [in a non Judicial Stamp paper of denomination of Rs.50/- or more and as per proforma available with General Manager (Finance) ] within a month from the date of commencement of the contract. If the successful</p>	Value of the work	% Security Deposit	More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount
Value of the work	% Security Deposit				
More than Rs 20,00,000/-	10% on first Rs 10,00,000/- + 7.5% on next Rs 10,00,000/- + 5% on balance amount				

	<p>tenderer fails to pay the Security Deposit, the Security Deposit will be recovered from the running bill for the first six months of the selected Contractor.</p> <p>21.3 The Security Deposit shall be held by the General Manager (M&amp;S), 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 without any interest, subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the Contractor.</p>
<p><b>22</b></p>	<p><b><u>Force Majeure</u></b></p> <p>22.1 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>22.2 Notice of Force Majeure Event – The successful bidder shall give notice to Haldia Dock Complex, SMP 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> <ul style="list-style-type: none"> <li>(a) The nature, time or occurrence and extent of the Force Majeure Event with evidence in respect thereof,</li> <li>(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,</li> <li>(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and</li> <li>(d) Any other relevant information.</li> </ul> <p>22.3 Period of Force Majeure – Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:</p> <ul style="list-style-type: none"> <li>(a) Expiry of the period during which the successful bidder is excused from performance of its obligations in accordance with clause 22.4.</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>(b) Termination of the contract pursuant to clause 22.7 hereof.</li> </ul> <p>22.4 Performance Excused – The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.</p> <p>22.5 Resumption of Performance – During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the</p>

	<p>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, Syama Prasad Mookerjee Port Kolkata of the same in writing.</p> <p>22.6 Extension of time for performance of obligations – Haldia Dock Complex, SMP Kolkata 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, SMP Kolkata.</p> <p>22.7 Termination due to Force Majeure Event – If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.</p>
<p><b>23</b></p>	<p><b><u>GENERAL CONDITIONS OF CONTRACT</u></b></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 General Manager (M&amp;S), Haldia Dock Complex, Jawahar Tower Annexe Building, Haldia Township, Purba Midnapur.</p>

**LIST OF DOCUMENTS TO BE UPLOADED****(Documents to be downloaded, filled up, signed, scanned and uploaded)**

**Following documents for meeting the pre-qualification criteria should be uploaded by the Tenderer along with offer otherwise their offer may be rejected: -**

<p>1. The Tenderer shall submit evidence regarding work experience as mentioned at Annexure II, clause 10 (a)</p> <p>Certificate regarding Work Experience in the format as given at Appendix-V is to be filled up signed, sealed and uploaded.</p>
<p>2. The Tenderer shall submit audited balance sheet and Profit &amp; Loss account for the last 3 (three) financial years.</p> <p>Certificate regarding Financial capacity in the format as given at Appendix-VI is to be filled up, signed, sealed and uploaded</p>
<p>3. Copy of up-to-date Professional Tax Payment Challan (PTPC), if applicable. If this is not applicable, the Tenderer should submit a declaration in this regard.</p>
<p>4. The Tenderer shall submit copy of valid GST Registration Certificate.</p>
<p>5. Self certified copy of PAN</p>
<p>6. The Tenderer shall submit valid certificate from ESIC indicating Code no. OR an Affidavit affirmed before a First Class Judicial Magistrate as per Appendix - VII in case the Tenderer is not covered under ESI Act or exempted from it.</p>
<p>7. The Tenderer shall submit valid certificate from RPFC indicating Code no.</p>
<p>8. Power of Attorney as per Appendix-IV.</p>
<p>9. Covering Letter by the Tenderer as per Appendix-I</p>
<p>10. Copy of valid Trade License and Labour license with respective number(s)</p>
<p>11. Copy of valid Registration Certificate under the provision of West Bengal Private Security Agencies(Regulation)Act and its rule, 2007/Private Security Agencies (Regulations)[PSAR] Act 2005</p>
<p>12. Certified copy of Memorandum of Association, in case the tenderer is a company</p>
<p>13. Partnership deed (duly attested) in case the tenderer is a partnership firm.</p>

**Covering Letter**

**General Manager (M&S)  
Haldia Dock Complex,  
Syama Prasad Mookerjee Port, Kolkata  
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, SMP.
2. We shall make available to HDC,SMP Kolkata (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender.
3. We acknowledge the right of SMP, Kolkata 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 SMP, Kolkata 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 SMP, Kolkata 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 SMP,Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

Thanking you,

**Yours faithfully,**

**Signature of Power of Attorney**

**Holder(s):**.....

**Name:**.....

**Designation:**.....

**Date:**.....

**Seal**

**APPENDIX –II**

**Tender No. Admn/ S /36M/2020-22/1**

**DETAILS OF BIDDER & GST PERCENTAGE**

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

**General Manager (M&S)  
Haldia Dock Complex**

Tender No. **Admn/S/36M/2020-22/1**

Name of work: **HIRING OF ARMED & UNARMED SECURITY  
PERSONNEL FOR SECURITY AND SURVEILLANCE  
AT DIFFERENT AREAS UNDER HALDIA DOCK  
COMPLEX, SMP.**

Name of the Company/Firm:

Registered Address:

Name of Contact Person:

Phone:

Fax:

E-Mail Address:

<b>Rate of GST</b>	<b>(in Percentage)</b>
	<b>-----%</b>

I / We agree to submit the copies of eligibility criteria documents as per the Annexure-IV of the Tender Document along with our offer. I / We undertake and confirm that in case we do not submit these eligibility criteria documents 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

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature of the Tenderer & Office Seal**

**APPENDIX –III**

**Tender No. Admn/ S /36M/2020-22/1**

**(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 with seal 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 **Annexure....**
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. I/We declare that no change (in words, specification etc.) have been made in the submitted tender document vis-à-vis the tender document of HDC.
9. 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			

**APPENDIX-IV**

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

**Format For Power Of Attorney For Signing Of Tender**

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10 )

Dated: \_\_\_\_\_

**POWER OF ATTORNEY**

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person], residing at  
\_\_\_\_\_ [Address of the person], acting as  
\_\_\_\_\_ [Designation of the person and name of the firm], and whose  
signature is attested below, is hereby authorized on behalf of

\_\_\_\_\_ [Name of the Tenderer] to sign the tender  
[(Tender No. ....and (Tender subject- "....."))] and submit the  
same and is hereby further authorized to provide relevant information/ document and  
respond to the enquiry's etc. as may be required by Syama Prasad Mookerjee Port(SMP)  
Kolkata in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney  
shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and  
confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be  
done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_(Name of the Tenderer)

\_\_\_\_\_

( Signature with Office Seal )

Date :- Name :-

Place: Designation :-

Address :-

**APPENDIX-V**

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

**FORMAT FOR DEMONSTRATING WORK EXPERIENCE**

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below.

**Details of experience during last 7 years ending on 31.07.2020 (Reference Clause 11(a) of Annexure II)**

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 31.07.2020 from execution of the order.	Reference of work execution certificate

\* In case of ongoing contracts, the tenderers must produce certificate from the beneficiary that they have performed satisfactorily till 31.07.2020 and payments received till 31.07.2020 for such ongoing contracts.

Signature of Authorized Signatory .....

Name : .....

Designation : .....

Date : .....

Seal

**APPENDIX-VI**

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

**FORMAT FOR DEMONSTRATING FINANCIAL CAPACITY (in Rs lakhs)**

**(Reference Clause 11(b) of Annexure II)**

Name of Tenderer	Annual Financial Turn Over (Average of last 3 years)
(1)	(2)

**Name & Address of Applicant's Bankers .....**

- **A Tenderer should fill in details as per the above format**
- **The Tenderer should provide details of its own Financial Capacity.**

Average Financial Turnover should be certified by Statutory Auditor/ Certified Public Accountant / Chartered Accountant

Signature of Authorized Signatory .....

Name: .....

Designation: .....

Date : .....

Seal

CERTIFIED BY

Name of Statutory Auditor/Chartered Accountant Firm .....

Registration No. & other details .....

Name of the Signatory .....

Signature .....

Designation .....

Date

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

**Affidavit Format in case the Tenderer is not covered under ESI Act or exempted**

On 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

\_\_\_\_\_

Affidavit

I \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by occupation \_\_\_\_\_ residing at \_\_\_\_\_, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at HDC, SMP Kolkata, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the HDC, SMP Kolkata as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the HDC, SMP Kolkata in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by: .....

**APPENDIX-VIII****Tender No. Admn/S/36M/2020-22/1****DEPLOYMENT POINTS AND PATTERN**

Sl. No.	Duty Place	Man shifts Required				Total
		Morning Shift	Evening Shift	Night Shift	General Shift	
01.	J/Tower Gate	U/A-2	U/A-2	U/A-2	-	U/A-06
02.	T/S Patrol	U/A-2	U/A-2	U/A-2	-	U/A-06
03.	Port House	U/A-2	U/A-2	U/A-2	-	U/A-06
04.	Gate at HFC G/House	U/A-1	U/A-1	U/A-1	-	U/A-03
05.	Gate near Mini Market	U/A-2	U/A-2	U/A-2	-	U/A-06
06.	Gate near Port Hospital	U/A-2	U/A-2	U/A-2	-	U/A-06
07.	Gate near Helipad	U/A-2	U/A-2	U/A-2		U/A-06
08.	Gate near C/Garage	U/A-1	<b>A -2</b>	<b>A -2</b>	-	U/A-01 <b>A - 04</b>
09.	Gate near HPSU	U/A-1	U/A-1	U/A-2		U/A-04
10.	HPSU Office	-	-	U/A-1	-	U/A-01
11.	Gate near Cluster-V	U/A-1	U/A-1	U/A-1	-	U/A-03
12.	T/S Canteen	-	-	U/A-1	-	U/A-01
13.	Guest House	-	-	U/A-1	-	U/A-01
14.	Centenary Park	U/A-1	U/A-1	U/A-1	-	U/A-03
15.	T/S Maint. Office	U/A-1	U/A-1	U/A-1 + <b>A -1</b>	-	U/A-03 <b>A - 01</b>
16.	T/S Hospital	U/A-1	U/A-1	U/A-1		U/A-03
17.	Sub-Station – 5	U/A-1	U/A-1	U/A- 1	-	U/A-03
18.	Motel & Ghosh Auto	U/A-1	U/A-1	U/A-2	-	U/A-04

19.	Central Work Shop	U/A-1	<b>A-2</b>	<b>A-2</b>	-	U/A-01 <b>A - 04</b>
20.	Cjp Canteen	-	-	<b>A-2</b>	-	<b>A - 02</b>
21.	Cjp Control Room	U/A-2	U/A-2	U/A-2	-	U/A-06
22.	Cjp Dispensary	-	-	U/A-1	-	U/A-01
23.	Cjp Patrolling	-	-	U/A-1	-	U/A-01
24.	GCB Traffic Duty	-	<b>A-2</b>	<b>A-2</b>	-	<b>A - 04</b>
25.	Kukrahati Jetty Estb.	-	U/A-1	U/A-1	-	U/A-02
26.	T/S Traffic (River side)	-	U/A-1	-		U/A-01
27.	Estate Guarding duty	-	-	-	U/A-4	U/A-04
28.	Security Supervisor	1	1	1	-	03
	Total	25	31	40	04	100

\* **U/A** – stands for Unarmed Security Guard & **A** – stands for Armed Security Guard

N.B. :-The number of man shifts mentioned above may increase/ decrease as per requirement during the contract period. However, in case of decrease, the reduction will be restricted within 20 % of the overall man shifts (100) required per day taking all three categories together

**APPENDIX - IX**

**Tender No. Admn/ S /36M/2020-22/1**

**INTEGRITY PACT**

Between

**Syama Prasad Mookerjee Port (SMP) Kolkata** 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 Prot 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 Syama Prasad Mookerjee Port Kolkata 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: <a href="mailto:subhashishsarkar53@yahoo.com">subhashishsarkar53@yahoo.com</a>	Ms. Bulbul Sen, IRS (Retd.), B-104 Nayantara Apts. Block 8B, Sec - 7 Dwarka New Delhi-110075. E-mail: <a href="mailto:bsensarkar@gmail.com">bsensarkar@gmail.com</a>
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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 begins 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, SMP Kolkata.

**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.

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(For & on behalf of the Principal)  
bidder/Contractor)

(Office Seal)

Place :

Date :

---

(For & on behalf of

(Office Seal)

**Witness 1:**

(Name & Address) .....

.....

.....

**Witness 2:**

(Name & Address)

.....

.....

.....

**APPENDIX-X**

Tender No. Admn/ S /36M/2020-22/1

**Part-II****PRICE BID**

Sl. No.	Description of items	No. of Man shifts of 8 hours to be deployed per day	Lump sum amount per man shift of 8 hours(in Rs)
I	II	III	IV
1	Lump sum amount per man shift of 8 hours for Unarmed Security Guard which they would require for executing the work successfully. The said amount must take into account all the expenses, overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI, leave salary for 10 days per annum, 3 national holidays per annum and minimum applicable bonus as per payment of Bonus Act.	82	_(In figures).....  (in words).....
2	Lump sum amount per man shift of 8 hours for Armed Security Guard which they would require for executing the work successfully. The said amount must take into account all the expenses, overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI, leave salary for 10 days per annum, 3 national holidays per annum and minimum applicable bonus as per payment of Bonus Act.	15	(In figures).....  (in words).....
3	Lump sum amount per man shift of 8 hours for Security Supervisor which they would require for executing the work successfully. The said amount must take into account all the expenses, overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF & ESI, leave salary for 10 days per annum, 3 national holidays per annum and minimum applicable bonus as per payment of Bonus Act.	03	(In figures).....  (in words).....

Note : (i) The tenderers are requested to refer to clause 21, of Annexure-II prior to quoting their rates.

(ii) This is a sample BOQ, bidders are requested not to quote here and quote only online.