

**Engagement of Service Provider for deployment of Stenographer-cum-
Assistant under Kolkata Dock System of Kolkata Port Trust.**

Tender Particulars

	Tendering Particulars	Description
01	Type of Tender	Open , Single Stage Two Part E Tender
02	Financial Bid	Percentage of Service charge on amount payable to Resources
03	Duration of Contract	2 years
04	Nos of Resources	14
05	Estimated Tender Cost	Ninty two Lakhs forty thousand @ Rs 25000/- monthly rate per resource, @ 10 % Service Charge
06	Earnest Money Deposit	Rupees One Lakh eighty four thousand eight hundred only
07	Qualification of Resources	Should be citizen of India. ; Age: Should be below 55 years of age as on 01.07.2019. Educational Qualification:(i) Minimum Graduate in any discipline (ii) Possess a Diploma or six months certificate in Basic Computer Operations including MS Office , MS Excel and MS Power Point, e-mail, internet, scan etc; (iii) Minimum 3 years working experience in Stenography and Transcribing spoken words by typing in English; Experience in handling internet, website, spread Sheet and/or the above fields will be preferred.

08	Pre Qualification / Eligibility Criteria of Bidder	<p>(i) Registration /License with Labour Commission /Police Authority for providing such Man Power supply services in the Offices of West Bengal.</p> <p>(ii) The registered / Operating /Branch Office of company / firm / Agency must be located in Kolkata ;</p> <p>(iii) The service provider should have five years experience of providing secretarial manpower or manpower of identical nature i.e Steno, Typist, Data Entry Operator to various Government Departments, PSUs, Autonomous Bodies, Industrial areas and Reputed Establishments. Performance certificates (<i>last five years</i>) issued by their clients should be attached <i>after self attesting by the service providers</i> ;</p> <p>(iv) Statement showing average annual financial turnover during the last 3 years ending 31st March 2018 being at least Thirty five Lakhs.</p> <p>(v) Should have completed similar job of value not less than 30% in financial terms for three jobs, 50% in financial terms for two jobs or 90% in financial terms for one job during last three years.</p> <p>(vi) A Separate declaration /undertaking to the effect that the tenderer was not banned/debarred/delisted earlier by any Govt/ quasi Govt/ PSU etc;</p> <p>(vii)The firm must be registered with EPF, ESI, GST Authorities etc.</p>
09	Job Details	<p>To take dictation at a speed of 80 WPM and transcribing the same on computer or transcribing/typing of spoken words directly on computer in English or typing from English text on note sheet at a speed not less than 40 WPM and to take print-out; To open and shut down of computer regular basis which will be used for typing ; To send / receive mails as and when required, and to take print-out; To send fax as may be required, To prepare report on excel or Power point and to take print out as and when required ; To compile/proof reading of reports / data sheets ; To record receipt/clearing dates of files in file movement register ; To keep letters, documents in appropriate file with due recording in appropriate Registers, ; To take out / keep back files in cup board and proper up keeping.</p>

10	Terms of Payment	Monthly
11	Security Deposit	10 % of Contract Value
12	LD Clause , Penalty Clause	Applicable
13	Compliance with Labour Regulation	As applicable
14	Working Hours	Working hours will be of 8 hours between 9.30 a.m. and 5.30 p.m. including half an hour lunch break normally from 1.30 p.m. to 2.00 p.m. on all working days of organization. However there will be entitlement of fifteen days leave per year for the resources.

KOLKATA PORT TRUST

Labour and Industrial Relation Division (HR Cell)

invites

TENDER FOR ENGAGEMENT OF

Service Provider

for deployment of Stenographer-cum-Assistant under
Kolkata Dock System of Kolkata Port Trust

Tender Document Fees: Rs 590/-[Rs.500/- Plus GST @ 18%]

Earnest Money : Rs 1,84,800/-

Senior Personnel Officer

Tender Inviting Authority

Notice Inviting Tender

Tenders are invited from bona fide and experienced Service Providers / Contractors for deploying of fourteen nos of Stenographer-cum-Assistants at different offices under Kolkata Dock System of KoPT as per scope of Services as specified in this tender and in accordance with the General and Special Conditions of Contract **for a period of 2 (Two) years**. Bid Document may be downloaded from website www.kolkataporttrust.gov.in or Central Public Procurement Portal www.eProcure.gov.in. Corrigenda or Clarifications, if any, shall be hoisted on the above mentioned websites only. **Hence all the intending bidders are advised to keep close watch on the above mentioned websites in their own interest.**

SCHEDULE OF TENDER

1	TENDER NO.	Lab/Misc/170/417 dated 28.08.2019
2	MODE OF TENDER	e-Procurement System (Online offers in a single stage two part system through CPP portal https://eprocure.gov.in/eprocure/app/) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3	Estimated Cost of Tender	Rs 92,40,000/- (Rupees Ninety two Lakhs forty thousand)
4	Duration of Contract	2 Years
5	Earnest Money Deposit	"Earnest Money Deposit" of Rs. 1,84,800/- (Rupees One Lakh eighty four thousand and eight hundred) only may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT/RTGS to Kolkata Port Trust Bank Account No.227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270 . Please furnish the following details while remitting the amount: Name of Bidder: , Bank Name: , Tender No.: , Tender Date: , Name of the Tendering Dept ,UTR No.: ,

		After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after one month from the successful commissioning of ordered equipment/s and after deposit of Security Money. OR In the form of Banker's cheque, or Pay Order or Demand Draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of "Kolkata Port Trust" or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be.
6	Tender Cost Fee	Tender cost of Rupees 590/- (Rupees five hundred ninety) only including 18% GST may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by NEFT / RTGS to Kolkata Port Trust Bank Account No 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270 Please furnish the following details while remitting the amount: Name of Bidder: , Bank Name: , Tender No.: , Tender Date: , UTR No.: , OR In the form of Banker's cheque, or Pay Order or Demand draft from any of the Nationalized/Scheduled Banks in India having branch in Kolkata drawn in favour of " Kolkata Port Trust " or Treasury Receipt of the deposit issued by the Treasurer, Kolkata Port Trust, as the case may be. Name of the Tendering Dept. Centenary Hospital, Medical Dept., KoPT.
7	Date of publication of e-Tender in KoPT & and Central Public Procurement Portal	29.08.2019
8	Date of availability of NIT to the Vendors for downloading	30.08.2019

9	Date of Offline Pre-Bid meeting	12.09.2019
10	Date of Starting of e-Tender for submission of Online Techno-commercial Bid and Price Bid.	23.09.2019
11	Last date of submission of EMD & Tender Cost to KoPT.	30.09.2019
12	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at CPP Portal	04.10.2019
13	Date & time of opening of (Techno-Commercial Bid + Price bid) at CPPP Portal	10.10.2019

Note: a) *In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.*

b) *Under no circumstances the Due Date of the Tender will be extended.*

Important instructions for E-procurement

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 (CPP Portal):

Shri Nazmush – Mob: 9563251950
email: webhelpdesk@gmail.com
See CPP Portal for contact details.

Contact Persons

- | | |
|--|---|
| 1. Sri S. S. Chatterjee
Dy. Secretary
Mobile No : 9830433155 | 2. Smt. P. Mondal
Dy. Estate Manager(HR)
Mobile No : 9836298681 |
|--|---|

01	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
02	E-tender cannot be accessed after the due date and time mentioned in NIT.
03	KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. Any order resulting from this tender shall be governed by the terms and conditions mentioned there in.
04	No deviation to the technical and commercial terms & conditions are allowed.
05	The bidders must upload all the documents required as per terms of tender.
06	The bid will be evaluated based on the filled-in technical & commercial formats.
07	Bidder has fully read and understand 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.

08	Tender will be opened electronically on specified date and time as mentioned. in the NIT. Bidder's can witness electronic opening of Bid.
09	Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal.

1. COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting Notarized Documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder/s may be asked to produce the Original documents before the Tender Committee for verification purpose only.

1. AVAILABILITY OF THE TENDER DOCUMENT

Tender Document may be downloaded from KoPT Website:

www.kolkataporttrust.gov.in / Central Public Procurement Portal
www.eProcure.gov.in.

2. EXEMPTION FROM PAYMENT OF COST OF TENDER DOCUMENT AND EMD:

For Micro & Small Enterprises (MSE's) registered with NSIC:

- Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) for the tendered out item are exempted from depositing of Tender Cost and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- Micro & Small Enterprises (MSE's) 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 dt. 26/03/2012.

When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison.

- with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
- If Micro & Small Enterprises (MSE's) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit Tender Cost, full amount of

Earnest Money as per NIT. Otherwise their offer against the tender will not be considered.

- Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the Bid.
- SSI Units registered with NSIC under single point registration scheme for the tendered out item will be exempted from deposit of the Cost of Tender document on submission of valid supporting document(s).

3. ELIGIBILITY CRITERIA OF THE BIDDER

- a) Registration /License with Labour Commission /Police Authority for providing such Man Power supply services in the Offices of West Bengal. The registered / Operating /Branch Office of company / firm / Agency must be located in Kolkata.
- b) The service provider should have five years experience of providing secretarial manpower i.e Steno , Typist , Data Entry Operator to various Government Departments, PSUs, Autonomous Bodies, Industrial areas and Reputed Establishments. Performance certificates (*last five years*) issued by their clients should be attached *after self attesting by the service providers.*
- c. Audited Balance Sheets and Profit & Loss A/C for the last 3 years ending on **31st March 2018** with Audit Report of respective years.
- d. Statement showing average annual financial turnover during the last 3 years ending **31st March 2018** being at least Rupees **Twenty seven lakhs seventy two thousand.**
- e. A Separate declaration / undertaking to the effect that the tenderer was not banned/ debarred/ delisted earlier by any Govt/ quasi Govt/ PSU. Etc
- f. The firm must be registered with PF , ESI , GST and all related statutory authorities.
- g. Bidders should have experience of completing three or two or one similar works in the last 5 years ending on March, 2019 costing not less than Rs.36,96,000/- (each of three) or Rs.46,20,000/- (each of two) or Rs.73,92,000/- respectively. Work completion certificate should be supported by relevant work orders copy. 'Similar works' means supply of manpower (steno, typist, secretarial staff etc. to Govt./Pvt. Institution/organisation).

4. ELIGIBILITY and QUALIFICATION CRITERIA FOR THE PERSONNEL DEPLOYED ON SERVICES

- a. Should be citizen of India.
- b. Should be below 55 years of age as on 01.07.2019
- c. His character and antecedents are satisfied in prescribed manner (Copies of Character and Police antecedents verification will have to be Submitted if selected)
- d. Educational Qualification:
 - (i) Minimum Graduate in any discipline
 - (ii) Possess a Diploma or six months certificate in Basic Computer Operations including MS Office , MS Excel and MS Power Point Softwares , e-mail, internet, scan etc;
 - (iii) Working knowledge of Stenography & Transcribing spoken words by typing in English;
- e. Other essential Qualification : Minimum 3 years experience in handling internet, website , spread Sheet and/or the above fields.

5. PRE-BID MEETING:

A pre-bid meeting will be held at the Conference Room of KoPT Head Office on **12.09. 2019** at 11 AM.

6. INSTRUCTIONS TO BIDDER:

- 6.1 The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.
- 6.2 **Power of Attorney:** Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be enclosed in Cover-1.
- 6.3 **Each page** of the NIT must be signed with seal and date by the authorized signatory of the bidder and must be submitted along with the tender.
- 6.4 Tender for the above work should be submitted in accordance with the "Scope of Services expected from deployed Manpower" as specified in this tender and in accordance with the special conditions of contract. The **Special Conditions of Contract** mentioned herein under shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**. The General Condition of the Contract needs to be signed in each page with date by the bidder or his authorized Signatory.

6.5 Any clarification with regard to interpretation or ambiguities discovered or pointed out after the issue of the tender documents but prior to submission of tenders as to the meaning, conditions or instructions contained in any of the issued documents, shall be valid only when such a clarification is issued in writing by the officer issuing the Notice Inviting Tender. Any such written clarification or amendment shall be distributed to each intending bidder.

6.6 **Earnest Money:** An amount of Rs.1,84,800/- (Rupees One Lakh eighty four thousand and eight hundred) only may be remitted by RTGS/NEFT to Kolkata Port Trust Bank Account No. 227002000000018 with Indian Overseas Bank, KPT Fairlie Place Extension Branch. IFSC Code No. IOBA 0002270.

After the award of the contract, the Earnest Money will be refunded without interest to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after the job contract starts functioning successfully.

NOTE: Bidders will have option to have EMD already furnished to count for the second or subsequent invitations. However bidder has to deposit Tender cost on subsequent invitations.

6.7 **Site Visit:** The intending bidder may also visit the site at its own expense, prior to submission of tender for assessing the job requirement under consideration for the above contract with the prior permission from the Senior Personnel Officer. No clarification will be made to the intending bidders after this and the decision of the Senior Personnel Officer, Kolkata Port Trust shall be final in this regard.

6.8 **Tender Submission Procedure:**

THE TENDER must be submitted on line in **TWO PARTS** (Part -I Techno-commercial Bid and Part- II Price Bid as follows:

PART-I: To be Uploaded in “Techno-Commercial Bid for Engagement of service provider for deployment of Stenographer-cum-Assistant under Kolkata Dock System of Kolkata Port Trust - Tender No. Lab/Misc/170/417 Dated 28.08.2019” will contain:

- (i) Company Particulars (as per **Appendix ‘A’**) and documents as mentioned in Clause 3,
- (ii) Earnest Money and Tender Cost fees (as specified in Schedule of Tender)
- (iii) Power of Attorney (Clause - 6.2)

- (iv) Work Order copy/ies ,Performance Certificate (s) along with satisfactory Job Completion Certificate (s) from other user (s)/client (s)

Part-II: To be uploaded in **“Price Bid for Comprehensive Job Contract for Secretarial Services at different offices of Kolkata Dock System of Kolkata Port Trust - Tender No. Lab/Misc/170/417 Dated 28/ 08/ 2019”** will contain:

- (i) Only Price Bid as per **Appendix ‘B’**.

6.9 **Last Date of Submission:** E- Tenders must be submitted on line **latest by 15.00 hrs. on 04 /10/ 2019** after which no tender shall be accepted.

6.10 **Opening of Tender:**

Part-I of the Tender shall be OPENED **at 15.30 hrs. on 10/10/2019** at the Head Office by designated members of the tender committee where representatives of the intending bidders may be present. One authorized representative of each bidder may be present at the time of opening of Cover-I. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder. **Price Bids** will be opened later and will be notified to the techno-commercially qualified Bidders only.

SPECIAL CONDITIONS OF CONTRACT:

7 Scope of services expected from the deployed resources:

7.1 Details of Jobs

- (a) Typing on computer on English dictation or from English text on note sheet at a speed not less than 40 Words per minutes and to take print-out from printer attached with computer.
- (b) To open and shut down of computer regular basis which will be used for typing.
- (c) To send fax as may be required,
- (d) To send / receive mails as and when required , and to take print-out.
- (e) To prepare report on excel or Power point and to take print out as and when required.
- (f) To compile / proof reading of reports / data sheets.
- (g) To record receipt / clearing dates of files in register.
- (h) To keep letters . documents in appropriate file with due recording in appropriate Registers
- (i) To take out / keep back files in cup board and proper up keeping.
- (j) To keep back up of files and records at appropriate places/ discs and retrieve back up records as and when required.

7.2 Working Hours : Working hours will be of 8 hours between 9.30 a.m. and 5.30 p.m. including half an hour lunch break normally from 1.30 p.m. to 2.00 p.m. on all working days of organization.

7.3 Duration of Engagement : The above mentioned job contract will be for a period of **2 years** from the date of commencement of work

7.4 Identification of Deployed resources while at work within KoPT premises:

The service provider has to provide the **Uniforms** and Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed within the premises of the KoPT offices & in case of loss of cards the person concerned will immediately report to their service providers as well as in charge of HR Section of KoPT. Uniforms are to be selected in consultation with the KoPT authority.

7.5 Substitution or replacement of resources:

The KoPT authority may require the service provider to substitute or replace any person or persons, employed by the service provider from the site of work, , who may be found inefficient, incompetent, intolerant or whose conduct & integrity appear to be against the interest of KoPT and service provider shall forthwith comply with such directions. The service provider shall replace immediately any of its personnel, if they are unacceptable to KoPT authority because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from KoPT Authority within 24 hours.

The personnel recommended for deployment should be polite, cordial, positive, skilful and efficient while handling the assigned work.

7.6 Confidentiality :

The Service provider's personnel shall not divulge or disclose to any person any details of office , operational process , technical know-how , security arrangement, Administrative /organizational matters of confidential / secret nature that may attract legal action.

7.7 General rule on leave :

Deployed resources are entitled for leave of fifteen days per Year . If for any reason the personnel deployed by the service provider proceeds on leave, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case Medical emergency on the first day of taking such leave either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 5 days or even earlier, if situation so warrants, which shall be conveyed to them by the Concerned Administration. Failure to do so shall invite a penalty equivalent to amount of daily wages in addition to the deduction of leave wages per such personnel per day.

7.8 Mode of contacts with service provider

The service provider shall be contactable at all times and message sent by E-Mail/Fax/Special Messenger/Phone from KoPT to the service provider shall be acknowledged immediately on receipt on the same

day. The contractor will ensure every day that the adequate manpower has been provided.

7.9 Exclusion in Benefit / Compensation from KoPT

The service provider's person shall not claim from KoPT any benefit /compensation/ absorption /regularization of services with this KoPT under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

7.10 Prohibition on outsourcing of service :

The service provider shall not assign, transfer, pledge or sub contract the performance or services without the prior written consent of Kolkata Port Trust.

7.11 Declaration on Character and antecedents of Deployed Man Power

The Service providers should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted by the service provider to KoPT. The service provider will also ensure that the personnel deployed are medically fit and shall keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

8 CONTRACTOR'S / BIDDER'S COMMITMENTS:

8.1 The selected contractor will abide by the job safety measures, comply with all the statutory regulations and will indemnify from all demands and/or responsibilities arising out of accidents or loss of life, the cause of which is the contractor's negligence. In such cases the contractor will not hold KoPT responsible or obligated.

8.2 The Contractor shall alone be responsible for payment of wages and all other statutory payments / legal dues payable to its employees, who

will be deployed under this contract. The Contractor shall be responsible for compliance and coverage of its employees under all necessary statutory obligations as applicable, e.g. ESI, PF, Central Gov. Minimum Wages Act and bonus etc, will hold themselves responsible for any misdemeanours. The Contractor shall maintain proper books of account, records and documents and shall produce them to the KoPT authority as and when required. The Contractor shall obtain all requisite approvals, permission, licence etc. from the appropriate and competent authorities for meeting its commitment and for complying with the obligations of its part under the contract. **The contractor should also indemnify Kolkata Port trust against any loss or damage to Kolkata Port Trust property by the manpower deployed by the contractor while performing / executing their work.**

NOTE : No Other cost (Gratuity, Staff uniforms allowances, leave wages , holiday wages etc) will be reimbursed by the KoPT.

8.3 The Parties / Contractors interested in providing Manpower for Stenographer cum Assistant to Different offices of Kolkata Dock System should comply with the Central Minimum wages Act +EPF Contribution+ ESI Contribution+ All statutory allowances as applicable under the law in force.

8.4 If any revision in Min wages (increase/ decrease) or Fresh Statutory allowances or enhanced rate of EPF / ESI contribution are required to be paid by the service provider , KoPT will pay the actual amount only, and no profit will be allowed on this account. **No other escalation in any account is admissible during the tenure of the contract.**

9. Tax Clause :

- i) GST extra on the above prices applicable
- ii) Supplier /Service Provider to confirm that GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- iii) The supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules , regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port

Trust, then payments to supplier/ Service Provider to the extent of GST relating to invoice/ s under mismatch may be retained from payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and the credit of GSTN so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.

iv) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to non compliance of Tax laws by the supplier/ Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier / Service Provider shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.

v) Supplementary invoices/ Debit Note/ Credit note for price Revisions to enable Kolkata Port Trust to claim tax credit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

vi) Purchase Order/ Work Order shall be void , if at any point of time you are found to be a black listed dealer as per GSTN rating System and further no payment shall be entertained.

Change in Law Clause :-

a) Any statutory levies, taxes, duties, cess, etc , imposed by central / state/local authorities by way of fresh notification subsequent to the Purchase Order, but within the stipulated delivery period, shall be recovered separately.

b) Any additional cost or benefit impacting the contracting price from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the contract , then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change In Law."

10 . Compliance with Labour Regulations

During continuance of the contract, the Service Provider shall abide at all times by the existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or

central Government or local authority. The contractor shall keep Kolkata Port Trust indemnified in case any action is taken against Employer by competent authority on account of contravention of any provisions of any act or rules made there under, regulation or notification including amendments. If the Kolkata Port Trust Authority is caused to pay or reimburse, any amount as may be necessary due to cause or observe or for non observance of any provisions stipulated in the notification/bye laws/Acts/Rules/Regulations including amendments, if any, on the part of the Service Provider then Kolkata Port Trust Authority shall have the right to recover from the amount due to the Service Provider or from his performance Security the sum required or estimated to be required for making good the loss or damage suffered by the Kolkata Port Trust.

11 . ASSESSMENT OF TECHNO-COMMERCIAL BIDS:

Since it is a service oriented job contract, the bidder may have to arrange for inspection of similar job, as mentioned in the tender, being carried out at one or more suitable places, at the cost of the bidder, if asked for by the Sr. P O for the purpose of assessment of the Techno Commercial offer.

The techno-commercial offer will be assessed based on the followings:

- i) Bidder fulfilling the special conditions of contract and agreeing to all the other terms & conditions of contract.
- ii) Result of inspection of similar jobs done at other institutions as will be demonstrated by the contractor and/or from the documentary evidences submitted for the evaluation of services offered, by a committee constituted by the KoPT authority.
- iii) Firm's experience and ability in the field of providing manpower for Stenographer-cum-Assistant or similar Services in any institution / industry/ organisation of repute & ability to provide relevant manpower as defined in "similar works".
- iv) Financial standing of the Bidder: Annual accounts (Audited Balance Sheet & Profit & Loss Account) of last three (3) years and Income Tax Return submitted for the last 3 years ending 31st March 2018.

12. EVALUATION CRITERIA:

Evaluation of the tender shall be made on the lowest Price offer of **service charge** of Price Bid (Appendix B). Service charges to be quoted

corresponding to the percentage of applicable wages will remain fixed through out the tenure of the contract. The amount of service charges calculated based on the quoted percentage of L1 bidder at the time of commencement of the contract will remain fixed during the period of contract despite revision of the Minimum wages or increase / decrease in number of personnel to be deployed during the period of contract.

Note : **Amount** of Service charges computed on the basis of service charge % of L1 (Row 'F' in the BoQ1 of e-price bid) will remain fixed during the period of the contract.

13. VALIDITY OF OFFER : The offer should be **VALID for a period of not less than 90 (ninety) days** from the date of opening of the **PRICE BID**. Withdrawal of the tender within this period will entail in forfeiture of the earnest money.

14. REJECTION OF TENDER:

The issuing authority reserves the right to ACCEPT/REJECT any or all tenders without assigning any reason whatsoever.

15. SECURITY DEPOSIT:

The tender is subject to deposition of Security Deposit for an amount of Ten percent (10%) of value of the Contract for **two years** which is to be submitted by the successful bidder either by Demand Draft / Pay Order / Banker's Cheque/drawn on a Nationalised /Scheduled Bank having branch in Kolkata drawn in favour of Kolkata Port Trust, payable at Kolkata and to be submitted with the Treasurer of Kolkata Port Trust, 15, Strand Road, Kolkata-700 001 within 7 days from receipt of tentative works order. and the self attested photo copy of Treasury receipt is to be submitted to HR Cell or in the form of Bank Guarantee (**Valid for 26 months**) issued by any Nationalized Bank or Scheduled Bank having its branch at Kolkata. The said Bank Guarantee should be confirmed by the branch at Kolkata and the Executing Bank. To ensure due performance of the contract, Security deposit should be furnished within 7 days from the date of placement of order and the said amount will be retained by the Port Authority as Security Deposit.

a) Security Deposit should remain valid for a period of 60 days in excess of / beyond the date of completion of all contractual obligations of the supplier including Warranty period.

b) The Security Deposit so deposited will be refunded without any interest only after 60 days from the date of successful completion of Contract Period of two years.

c) The proceeds of the Security Deposit shall be payable to the Kolkata Port Trust as compensation towards any loss resulting out of the Vendor's failure to execute the *Contract*.

16. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK

16.1 The successful bidder will enter into a formal agreement with KoPT, before the start of the contract & shall commence work within one month from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder.

16.2. If the selected bidder withdraws his bid and fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

17. TERMS OF PAYMENT:

Payment will be made within one month of submission of corrected bill, which is complete in all aspects, on monthly basis through ECS, subject to certification by the Sr. Personnel Officer / Nodal Officer, that the performance of the Contractor was satisfactory & as per agreement.

18 LIQUIDATED DAMAGE:

18.1 If the Contractor fails to commence the work within one month from the receipt of Award of Contract or such extension thereof as communicated by the Sr Personnel Officer in writing, the Contractor shall pay as compensation (Liquidated Damage) to KoPT and not as a penalty, ½ % (half percent) of the total value of work (Contract Price) as mentioned in the letter of acceptance of the tender/offer, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the said value of work.

18.2 Without prejudice to any of its legal rights, KoPT shall have the power to recover the said amount of compensation/damage in sub clause 18.1 of this clause, from any money due or likely to become due to the contractor. The payment or deduction of such compensation/damage

shall not relieve the contractor of the obligation to commence the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Senior Personnel Officer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum of three days' notice in writing has been given to the Contractor by the Senior Personnel Officer or his Representative.

19 TERMINATION OF CONTRACT:

19.1 Without being liable for any compensation to the Contractor, KoPT, in its absolute discretion, may terminate the contract and expel the Contractor after giving the Contractor a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and the decision of the KoPT in this respect, as communicated by the Chief Medical Officer shall be final and conclusive:

- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Senior Personnel officer, the work/service rendered/man & materials supplied is consistently not satisfactory & not conforming to the contract.
- (iii) The contractor has failed to commence the work or without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving Senior Personnel Officer's or his Representative's written notice to proceed the work.
- (iv) The Contractor or any one employed under him not complying with the statutory regulations/rules or found criminally indicted or committing any serious misconduct.
- (v) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees for the Port of Kolkata or to any person on his or their behalf in relation to obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

19.2. Upon receipt of the letter of termination of work, which may be issued by the Senior Personnel Officer on behalf of the KoPT (Trustees), the

Contractor shall hand over all tools, materials/stores, rooms etc. issued to him within seven (7) days of receipt of such letter.

19.3 In all such cases of termination of work, KoPT (Trustees) shall have the power to complete the work through any other agency at the Contractor's risk and expenses and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole period of the work in accordance with the contract.

19.4 Upon termination of the contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials supplied conform to terms of the contract. The payment for work shall be based on the actual work done and priced at approved contract rates or other rates, as decided by the Senior Personnel Officer. The decision of the Senior Personnel Officer in all such cases shall be final, binding and conclusive.

20. **PENALTY:** If after the contract has been awarded, the contractor during the period of contract fails to comply with the followings, then penalty will be imposed for non compliance of the terms of contract as under, in addition to the clauses & sub clauses at 18 which will also be applicable.

a) If the contractor fails to supply personnel as per the scope of services, a penalty @ Rs.500/- per head per day will be imposed. However, the payment or deduction of such compensation shall not relieve the contractor of the obligation / liabilities under the contract. In case of failure of the contractor to supply the Stenographer cum Assistants as per contract, Senior Personnel Officer at its discretion may engage personnel at the risk and expenditure of the contractor, over and above the penalty imposed in this respect.

b) If any of the staff of the contractor misbehaves with reporting officers of KoPT etc., not found in his place of work during duty hours, does not carry out /refuses the designated work or cause unreasonable delays in carrying out the work, does not supply/provide proper outputs and/or replace the same in time, the contractor will pay a penalty of Rs. 100/- for each such fault committed & also replace the staff/materials to carry out such work. In such matter the decision of the Sr PO or his designated officer shall be final and binding on the contractor.

The penalty will be realised from any dues of the contractor or the contractor will have to pay the same to the trustees.

21. ARBITRATION:

Disputes if any arising out of this agreement will be settled by arbitration and the decision of the Arbitrator shall be final and binding on both parties.

22. JURISDICTION:

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

CHECK LIST

[TO BE SUBMITTED IN COVER -I]

Note: This Check list to be submitted along with the Techno-Commercial Bid duly filled in and signed with official Seal. Separate sheet may be used, if required, to declare anything relating to this tender.

1	Whether original Tender papers have been duly signed, stamped and uploaded with the Techno-Commercial Bid and PART-I , mentioning the number of papers enclosed.	Yes/No
2	Whether Trade License / Income Tax PAN / GST Regn. Certificate has been uploaded in TC BID- Part-I .	Yes / No
3	Whether particulars of purchase of Tender Document and Earnest Money Deposit are uploaded in TC BID- Part-I .	Yes/ No
4	Whether Power of Attorney in favour of the Signatory of the tender document, if any, is uploaded in Cover-I . (Techno-commercial bid)	Yes/ No
5	Whether the documents viz. Order Copy and related Performance Certificate along with Job Completion Certificate in support of the credentials is/are uploaded with the TC Bid in Part-I .	Yes/ No
6	Whether separate letter confirming Acceptance of Tender Conditions is uploaded with the TC Bid in Part-I .	Yes/ No
7	Whether the documents mentioned for Eligibility to Bid Clause of the tender document has been submitted in Part - I	Yes/ No

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

APPENDIX-'A'

[TO BE SUBMITTED IN COVER -I]

Name of the Firm / Bidder: -----

Name of the Authorized Signatory: -----

Official Address: -----

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No.: _____ (Attach attested Photocopy)

PAN / TAN _____ (Attach attested Photocopy)

Bank Particulars: _____ Name of the Bank / Branch

Account Type: _____ A/C No.: _____

MICR No: _____ IFSC Code No.: _____

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

APPENDIX-‘B’**PRICE BID****[TO BE UPLOADED IN PRICE BID]**

Description of Manpower	Break up Details of Monthly Rate			Quantity of Resources (Q)	(a+b) x Q	GST
	Basic Wage (Rs.) (a)	Service Charges as % of (a) rounded up (b) *	Total (a+b)**	14		
Stenographer- cum- Assistant	25,000	To be quoted				

Value for evaluation = (a+b) x Q

- (*) Inclusive of Overheads, Gratuity, Bonus, Supervision / Handling Charges
- (**) Inclusive of all taxes and duties other than GST