

**Haldia Dock Complex**  
**Kolkata Port Trust**

Tender Subject: HIRING OF ARMED & UNARMED SECURITY PERSONNEL FOR SECURITY AND SURVEILLANCE AT DIFFERENT AREAS UNDER HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

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

**E-tender No. : 2020\_KoPT\_538791\_1**

**Appendix - II**

**ADDENDUM**

Clause Number of the Tender Document.	Existing Clause	Amended Clause
Clause 10 of Annexure-I in Important Instructions for E-Tender of the Tender Document.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE)Certificate.	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 <b>either</b> DIC's (DISTRICT INDUSTRIES CENTRE) Certificate <b>or Udyog Aadhar</b> .
Clause 13 of Annexure-I in Important Instructions for E-Tender of the Tender Document.	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.	Copy of valid NSIC Certificate for MSEs along with <b>either</b> DIC's (DISTRICT INDUSTRIES CENTRE) Certificate <b>or Udyog Aadhar</b> has to be submitted along with the bid.
Clause 17(a) of Annexure-II in General Information and Instructions to the tenderers of the Tender Document.	NSIC registered firms..... are exempted from depositing tender document cost, Earnest Money <b>and Security Money</b> . Documentary evidence ..... such exemption as detailed above.	NSIC registered firms..... are exempted from depositing tender document cost and Earnest Money. Documentary evidence ..... such exemption as detailed above.
Clause 17(b) of Annexure-II in General Information and Instructions to the tenderers of the Tender Document.	If any NSIC registered firm (not registered for the subject purpose) intends ..... have to deposit cost of tender document, full amount of Earnest Money, <b>SD</b> as per NIT, ..... deposit the deferential SD amount.	If any NSIC registered firm (not registered for the subject purpose) intends ..... have to deposit cost of tender document, full amount of Earnest Money as per NIT, ..... deposit the deferential SD amount.

Clause 2.1 of Annexure-III in Commercial Terms and Conditions, of the Tender Document.	Security personnel..... designated officials of <b>Sr. Deputy Manager (Admn), HDC, KoPT</b> ..... authorizing their possession.	Security personnel..... designated officials to be nominated by <b>General Manager (M&amp;S), HDC, KoPT</b> ..... authorizing their possession.
Clause 2.1 of Annexure-III in Commercial Terms and Conditions, of the Tender Document.	Security personnel provided by the Security Service Provider..... <b>Out of total man shifts to be deployed per day as per provisions of contract at least 20 man shifts should be covered by Ex. Serviceman including Paramilitary</b> personnel viz. Ex. CISF/BSF/ Police/TA/EFR and balance personnel may be non Ex. Serviceman. The contractor ..... authorizing their possession.	Security personnel provided by the Security Service Provider..... Out of total man shifts to be deployed per day as per provisions of contract 25 man shifts shall be covered by Ex. Serviceman including Paramilitary 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. Serviceman. The contractor ..... authorizing their possession.
Clause 2.4 of Annexure-III in Commercial Terms and Conditions, of the Tender Document.	No complaint regarding ..... the decision of <b>Sr. Deputy Manager (Admn), HDC</b> ..... binding in this regard.	No complaint regarding ..... the decision of <b>General Manager (M&amp;S), HDC</b> ..... binding in this regard.
Clause 9(i) of Annexure-III in Commercial Terms and Conditions of the Tender Document.	They will be at the duty points assigned as per the notified roster and shall not leave the duty points for any reason whatsoever during their shift hours.	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 are noted, the penalty as per Clause-15 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 contractors make 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, KoPT.
Clause 15 of Annexure-III in Commercial Terms and Conditions of the Tender Document.	<b><u>Penal Provisions</u></b> HDC shall carry out inspections to see that the contractor is fulfilling all terms & 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-9 above, a penalty of Rs.1500/- per personnel per shift or part thereof shall be levied on the Contractor, which will be deducted from the monthly bills and decision of General Manager (M&S) or any other designated officer on his behalf in this regard shall be final and binding on the Contractor.	<b><u>Penal Provisions</u></b> HDC shall carry out inspections to see that the contractor is fulfilling all terms & 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-9 above, a penalty of <b>Rs.1500/- plus GST</b> 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&S) or any other designated officer on his behalf in this regard shall be final and binding on the Contractor.
Clause 17.1 (b) of Annexure-III in Commercial Terms and Conditions of the Tender Document.	Employer's contribution towards EPF & ESI calculate on (a) above, as per statute time being in force, to be paid against submission of document for payment.	Reimbursement of Employer's contribution towards EPF & 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.  For those Security personnel for whom the ESI scheme will not be applicable, KoPT will reimburse Rs. 700/- per month per Security personnel subject to production of evidence by the contractor that the contractor have covered those Security personnel with suitable <b>Medical Insurance</b> .  The contractor in this regard will submit a list to KoPT showing the employees covered by ESI as per the statute and those covered by <b>Medical Insurance</b> . In no case the contractor will claim both the contributions.
Clause 27.1 of Annexure-III in Commercial Terms and Conditions of the Tender Document.	Bidding parameter :  The intending tenderers shall quote lump sum amount in their bids, which they would require to meet various expenses for	Bidding parameter :  The intending tenderers shall quote lump sum amount in their bids, which they would require to meet various expenses for executing the

	<p>executing the work successfully. The said lump sum amount must take into account all the expenses <b>(statutory / non statutory)</b>, overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF &amp; ESI). These amounts along with GST as applicable will be paid separately as per provisions of the tender.</p>	<p>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 &amp; ESI, leave salary for 8 days per annum and minimum applicable bonus as per Payment of Bonus Act subject to providing documentary evidence.</p>
<p>Description of items given at column-2 of the table of the Price Bid, Part-II, Annexure-VII of the Tender Document.</p>	<p>Lump sum amount per man shift for Unarmed Security Guard which they would require for executing the work successfully. The said amount must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF &amp; ESI.</p> <p>Lump sum amount per man shift for Armed Security Guard which they would require for executing the work successfully. The said amount must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified Minimum Wages, the Employer's Contribution towards EPF &amp; ESI.</p> <p>Lump sum amount per man shift for Security Supervisor which they would require for executing the work successfully. The said amount must take into account all the expenses (statutory / non statutory), overheads, profits, etc. of the intending tenderers, but excluding the Notified</p>	<p>Lump sum amount per man shift 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 &amp; ESI, leave salary for 8 days per annum and minimum applicable bonus as per Payment of Bonus Act.</p> <p>Lump sum amount per man shift 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 &amp; ESI, leave salary for 8 days per annum and minimum applicable bonus as per Payment of Bonus Act.</p> <p>Lump sum amount per man shift 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</p>

	Minimum Wages, the Employer's Contribution towards EPF & ESI.	towards EPF & ESI, leave salary for 8 days per annum and minimum applicable bonus as per Payment of Bonus Act.
17.1(e)	New Clause	KoPT will also reimburse to the contractor the amount paid as bonus to the contract workers limited to minimum applicable bonus as per Payment of Bonus Act subject to providing documentary evidences.
17.1(f)	New Clause	<p>KoPT will make additional payment to the contractor per month as follows:-</p> <p><b>For Unarmed Security Guards</b></p> <p>0.67 X amount payable to the contractor as per Clause-17.1 of the tender document for unarmed Security Guard per man shift for 82 man shifts.</p> <p><b>For Armed Security Guards</b></p> <p>0.67 X amount payable to the contractor as per Clause-17.1 of the tender document for armed Security Guard per man shift for 15 man shifts.</p> <p><b>For Supervisor</b></p> <p>0.67 X amount payable to the contractor as per clause-17.1 of the tender document for Supervisor per man shift for 3 man shifts.</p> <p>The above additional amount will be utilized by the contractor for granting leave with pay to the security personnel to be deployed under the contract.</p>
17.1(g)	New Clause	<p>KoPT will make payment to the contractor as follows for deployment of security personnel during 3 National Holidays viz. Republic Day, Independence Day and Gandhi Jayanti:-</p> <p>a) For disbursing to the Security personnel concerned:</p>

		<ul style="list-style-type: none"><li>i) 2 x min wage applicable.</li><li>ii) Applicable amount towards employer's contribution towards ESIC (only for those Security personnel who are covered by ESIC).</li><li>iii) Applicable amount towards employer's contribution towards EPF.</li><li>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.</li></ul>
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**Appendix - I**

**Clarifications to the Queries raised by the intending tenderers.**

Sl. No	Clause No.	Query.	Clarification.
1	27.1	The bonus being a statutory payment to be made to the Security personnel to be deployed by the successful tenderer, it should be reimbursed separately by the port and not included within the overheads and other expenses to be bided by the intending tenderers as per Clause-27 of the tender document. The successful tenderer will pay bonus to the Security personnel to be deployed by them as per the payment of Bonus Amended Act. The port will reimburse the said amount on production of documentary evidences.	<p>KoPT will separately reimburse to the successful tenderer (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.</p> <p>In keeping with above, the clause-27.1 has been amended, details of which may be seen in the Addendum at <b>Appendix-II</b>.</p>
2	27.1	The contract is proposed for 3 years including extension thereof. After expiry of the contract with efflux of time including the extended period, all the Security personnel will have to be retrenched by the successful tenderer. As per the provisions of ID Act, these personnel will have to be paid retrenchment benefit which is statutory in nature. Like payment of bonus, we request you to consider reimbursement of retrenchment benefit separately as per statute instead of asking the intending tenderers to recover the same as overheads and other expenses to be bided by the intending tenderers as per Clause-27 of the tender document. This is because the retrenchment benefit will have to be calculated on the basis of minimum wages prevailing at the time of	Not acceded to. The tenderers may include such amount in their quote of lump sum amount as per clause-27.1 of the Commercial Terms & Conditions, Annex-III of the tender document.

		retrenchment which cannot be assessed at this stage.	
3		<p>The local unions have been persistently demanding for providing different leaves as per normal practice prevailing at different industries at Haldia including service providers inside the Dock. To address their demand, the successful tenderer have to grant leave to the Security personnel for a reasonable period commensurate with local situation. During this period, the successful tenderer will have to maintain leave reserve to make good the man shifts. This will lead to following situations:-</p> <p>During leave, the successful tenderer will have to pay amount equivalent to minimum wages as pay on leave. At the same time, the successful tenderer will have to deploy alternative manpower for making good the man shifts. As the tender is silent about the pay on leave, the intending tenderer will have to include this amount within the overheads and other expenses to be bided by the tenderers as per Clause-27 of the tender document. Since the minimum wage during the course of contract will increase periodically, the payment towards leave wages will also increase whose amount cannot be predicted by the tenderers now. Therefore, to ensure that the tenderers do not lose on this account, we request the Tender Inviting Authority to increase the lump sum amount to be bided by the tenders by 10% every year. This will also enable us to mitigate other additional expenses which may arise during the course of contract.</p>	<p>It will be the responsibility of the contractor to decide on different leaves to be granted to the Security personnel to be deployed under the contract. KoPT, with a view to make room for the contractor to grant leave will however make additional payment to the contractor per month as follows:-</p> <p><b>For Unarmed Security Guards</b></p> <p>0.67 X amount payable to the contractor as per clause-17.1 of the tender document for unarmed Security Guard per man shift for 82 man shifts.</p> <p><b>For Armed Security Guards</b></p> <p>0.67 X amount payable to the contractor as per clause-17.1 of the tender document for armed Security Guard per man shift for 15 man shifts.</p> <p><b>For Supervisor</b></p> <p>0.67 X amount payable to the contractor as per clause-17.1 of the tender document for Supervisor per man shift for 3 man shifts.</p> <p>The above additional amount will be utilized by the contractor for granting leave with pay to the deployed security personnel.</p> <p>Please refer new clause-17.1(f) at Appendix-II.</p>



4		Please also confirm that the Tender Inviting Authority would allow maintenance of leave and roster off reserve without which it will not be possible to provide the required man shifts after allowing leave, off days etc.	The successful tenderer may keep suitable reserves to provide the minimum man shifts required by KoPT as per the tender conditions. However, KOPT will only pay to the contractor for the man shifts actually deployed on the basis of the requirement of KoPT during the concerned period and not the manpower employed by the successful tenderer (contractor) for operating the contract.
5		As per the demands of the unions, the Security personnel who will work on National / Festival Holidays shall be paid wages at double rate as per statute. It is requested to declare the National / Festival Holidays days on which the above shall be paid.	<p>The contractor will be paid as follows for deployment of security personnel during 3 National Holidays viz. Republic Day, Independence Day and Gandhi Jayanti:-</p> <p>a) For disbursing to the Security personnel concerned:</p> <p>i) 2 x min wage applicable  ii) Applicable amount towards employer's contribution towards ESIC.</p> <p>iii) Applicable amount towards employer's contribution towards EPF.</p> <p>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.</p>
6	17.1(b) of the Commercial Terms & Conditions, Annex-III of the Tender Document.	As regards those Security personnel who will be barred by ESIC as per statute, the successful tenderer as Employer will contribute 90% of the Medical Insurance Policy to be procured by the concerned Security personnel amount which will be reimbursed by port in lieu of ESIC on	The Security personnel whose gross pay will go beyond the limit prescribed in the ESI Act will not be entitled for reimbursement of Employer's share of ESI. For such Security personnel, the contractor will provide suitable Mediclaim or other arrangements for which

		submission of documentary evidences.	KoPT will reimburse upto maximum of Rs. 700/- per Security personnel per month subject to production of documentary evidence. The contractor in this regard will submit a list to KoPT showing the employees covered by ESI as per the statue and those covered by other arrangements. In no case the contractor will claim both the contributions.
7	17.1(b)	The provision of Clause17 (b) of the tender should be amended as ESIC is not calculated on minimum wages but on gross wages and there are possibilities that Government may consider for payment of EPF also on the gross wages. As such, the line 'calculate on (a) above' may be deleted from the provision of Clause-17(b).	The amended clauses may be seen in the Addendum at Appendix-II.
8	Price Bid at Annex-II of the Tender Document	The words statutory / non statutory' may be removed from Sl. No. 3 of Price Bid of Part-II of the tender document as the same contradicts the different provisions of the tender.	The amended clauses may be seen in the Addendum at Appendix-II.
9		It has been experienced from the last few tenders, that there are possibilities of wrongful bidding in case we do not get the comprehensive demand of the unions. For this reason, our company has interacted with the unions who have stated that they would consider our request only after the Port floats the tender for engagement of 835 contract labours. In view of this, we request you to extend the date of submission of tender suitably so that the rates may be quoted after appropriate market survey.	Not acceded to. It is the responsibility of the tenderer to quote within the time frame stipulated by the tender inviting authority. The date as mentioned in Corrigendum-II remains unchanged and the tenderers have to submit their bids within the time frame mentioned therein.
10	27.1	As per tender documents, we are required to quote lump sum rates towards all expenses (statutory / non statutory) excluding Minimum Wages & Employer's contributions towards EFP & ESIC). Since	Not acceded to. The modified clause-27.1 of the Commercial Terms & Conditions at Annex-III of the tender document. may be seen at the Addendum at

		the revision of minimum wages will impact the other existing benefits given to the contractual employees of Haldia Port, you may consider the revision of lump sum rates on revision of minimum wages on pro rata basis.	Appendix -II.
11	17.1(b)	At present, Employer's contribution towards ESIC is restricted to upper limit of gross wages of Rs 21000/- per month. You are requested to waive off the upper limit beyond Rs 21000/- per month or 100% reimbursement as the case may be.	Not acceded to. Please refer to modified Clause-17.1(b) at the Addendum at Appendix -II.
12	27.1	As per revised Bonus Act, employees are entitled for minimum bonus @ 8.33% on Basic + VDA. You are requested to consider the rates of bonus @ 14% on Basic + VDA.	Please refer to new clause-17.1(e) at the Addendum at Appendix -II.
13		No provisions have been made in the tender documents for Gratuity / Terminal benefits Contract Closing Benefits. You are requested to consider reimbursement above benefits.	Not acceded to. These amounts may be included while quoting the lump sum amount as per clause-27.1 of the Commercial Terms & Conditions at Annex-III of the tender document. The amended clause-27.1 may be seen at the Addendum at Appendix-II.