



KOLKATA PORT TRUST
General Administration Department



e- Tender for upkeepment and errand services to General Administration Department

TENDER NO. : ADMN/T/156

Dated 07.07.2017

Notice Inviting Tender

E tenders are invited from the bona fide, resourceful and experienced contractors for upkeepment of KoPT Office premises and errand services to General Administration Department, KoPT as per requirement. This includes services at Head Office, Fairlie Warehouse, Guesthouse, P-65, C.G.R Road, Subhash Bhavan etc. and in accordance with the General Conditions of Contract, Special Conditions for Labour Contract, Special Conditions of this particular contract, Preamble to the Bill of Quantities **for a period of 3 (Three) years as follows:-**

Sl. No.	Category	2017-18	2018-19	2019-20	Total Amount(Rs.)
1.	Unskilled	25	25	25	1,82,46,382.00

SCHEDULE OF TENDER

1.	TENDER NO.	ADMN/T/156 Dated 07.07.2017.
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by Kolkata Port Trust.
3.	E-Tender No.	GAD/2/17-18/ET/434
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & MSTC websites and Central Public Procurement Portal	25 / 11 / 2017
5.	Date of availability of NIT to the Vendors for downloading	25 / 11 / 2017
6.	Date of Offline Pre-Bid meeting	18/12 / 2017 at 3 P.M.
7.	Earnest Money Deposit	For MSEs / MSMEs/NSIC registered tenderers : Nil



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		<p>For others : “Earnest Money Deposit” Rs.3,65,000/- (Rupees Three Lakhs sixty five thousand 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 Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details applied for while remitting the amount Name of Bidder: Bank Name: Tender No.: Tender Date: Name of the Tendering Dept. UTR No.:</p> <p>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.</p>
8.	Tender Cost	<p>For MSME/ NSIC registered tenderers : Nil For others : “Tender Cost” of Rs. 1,500/- (Rupees One thousand five 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 Branch. IFSC Code No. IOBA 0002270</p> <p>Please furnish the following details while remitting the amount: Name of Bidder: Bank Name: Tender No.: Tender Date: UTR No.: Name of the Tendering Dept.: General</p>



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		Administration Department, KDS, KoPT.
9.	Last date of submission of EMD & Tender Cost to KoPT.	22/ 12/ 2017 up to 14.00 Hrs.
a)	<p>The vendors shall enter the EMD & Tender Cost details by using the “EMD & Tender Cost” Link under “My Menu” in the vendor login. The vendors have to mention the particular tender No. in which they want to participate against the EMD & Tender Cost. The vendors are required to fill up the transaction details, namely the Tender No. & Date, UTR No., and Amount against the EMD & Tender Cost separately in the given fields.</p>	
b)	<p>EMD & Tender Cost deposited from any other party will not be accepted. Tender Cost is non-refundable.</p>	
10.	Transaction Fee	Rs. 17,250/- (Rupees Seventeen thousand two hundred fifty) only Including GST. Payment of Transaction Fee by NEFT / RTGS in favour of MSTC LIMITED.
11.	Last date of submission of Transaction fee through RTGS / NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-Tender.
12.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/e_prochome/kopt	25 / 11 / 2017 at 12.00 hrs.
13.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/e_prochome/kopt.	02 / 01 / 2018 at 15.30 hrs.
14.	Date & time of opening of Part-I (Techno-Commercial Bid)	02 / 01/ 2018 at 15.30 hrs.
15.	Date & time of opening of Part-II (Price Bid)	Shall be informed separately.

Note: 1. 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.

2. Under no circumstances the Due Date of the Tender will be extended.



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A) Important Instructions for E-procurement

This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is MSTC Ltd. of 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not be considered qualified in the Tender for opening of Price Bid.

1. Process of E-tender:

A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type Digital Certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

- 1) **Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under KoPT - Filling up details and creating own user id and password → Submit.**
- 2) **Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.**

In case of any clarification, please contact KOPT / MSTC (for technical part of tender uploading) before the scheduled time of bidding of the e-Tender.

Contact person (General Administration Department, KoPT):

**1. Shri S.K.Dhar
Sr.Dy.Secretary
Mobile No. 9433033608**

**2. Shri S.Dutta
Sr.Asstt.Secretary
Mobile No. 8697302203**

Contact person (MSTC Ltd):

**1. Mr. Arindam Bhattacharjee
Deputy. Manager (E-commerce)
MobileNo:09330102643**

**2) Mr. Sabyasachi Mukherjee
Junior Manager (E-commerce)
Mobile- 07278030407**



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Email-arindam@mstcindia.co.in Email: smukherjee@mstcindia.co.in
Landline: (033) 22901004

3. Ms Sumona Maity
Management Trainee (E-Commerce)
Mobile-09831155225
Email-smaity@mstcindia.co.in

B) System Requirement:

- i) Windows 98 / XP-SP3 & above / Windows 7 Operating System**
- ii) IE-7 and above Internet browser.**
- iii) Signing type digital signature**
- iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium**
- v) To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)**

Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

Part-II: Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KoPT. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction Fee: PAYMENT OF Transaction fee By NEFT / RTGS in favour of MSTC Limited. The Bank details, format etc. for sending Transaction fee by NEFT / / RTGS to MSTC is detailed below:

Bank Details : Axis Bank, Shakespeare Sarani Branch
A/C Details : A/c.No.005010200057840
IFSC Code No. : UTIB0000005

"The vendors shall enter the Transaction Fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page



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appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the “Confirm” Button“.

NOTE : The bidders should submit the Transaction Fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.

Contact Details:

Fax No. : 033- 22831002

Email ids:

- a. sanjibpoddar@mstcindia.co.in,
- b. arindam@mstcindia.co.in,
- c. rpradhan@mstcindia.co.in,
- d. smukherjee@mstcindia.co.in.

Bidders may please note that the Transaction Fee should be deposited by debiting the A/C of the bidder only, Transaction Fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is non-refundable.

In case of failure to submit the payment towards Transaction fee for any reason, the vendor, in turn, will not have the access to online e-tender.

In case of failure to submit the payment towards Tender Cost & EMD for any reason, the vender, in term, will not have the access to on line e-Tender and no correspondence in this respect will be entertained and KoPT will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of Tender Cost and EMD well in advance and verify completion of transaction in respect of Tender Cost and EMD.

Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once the documents duly **Notarized** are uploaded in the library, vendors can attach documents through *Attach Document* link against the particular tender. For further assistance please follow instructions of vendor guide.

All Notices / Corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KoPT. Hence the bidders are required to ensure that their Corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

E-tender cannot be Accessed after the due date and time mentioned in NIT.



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Bidding in e-Tender:

- a. Bidder(s) need to submit necessary EMD, Tender Cost and Transaction Fees for getting eligibility to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by KoPT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The Bidder(s) who has submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → Psu / Govt depts. → Login under KOPT → My Menu → Auction Floor Manager → live event → Selection of the live event.
- d. The Bidder should allow to run JAVA Application. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to Save / Submit his Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click '**SAVE**' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "**SAVE**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "**SUBMIT**" button to register their bid.
- f. In all cases, Bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful Bidder shall be called hereafter "**SUPPLIER**".
- j. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- k. Buyer 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.



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1. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- m. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor / tender document.

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial Terms & Conditions will be allowed.

KoPT has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the Terms & Conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/KoPT of MSTC Ltd.

The bidders must upload all the Documents (self-attested) required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The Bid will be evaluated based on the filled-in technical & commercial formats.

The Documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd. to familiarize them with the system before bidding.

B. COMMERCIAL TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting self-attested 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 or www.mstcecommerce.com/eprochome/KOPT of MSTC Ltd.



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2. ELIGIBILITY TO BID:

In order to be eligible to submit bid, the intending bidder will have to submit attested photocopy of the following documents:

- (1) Valid & relevant Trade License,
- (2) GST Registration No./GST Registration Certificate,
- (3) PAN / TAN,
- (4) Audited Accounts for the last 3 years ending on **31st March 2017**.
- (5) Financial Statement showing average annual financial turnover during the last 3 years ending **31st March 2017** being at least 30% of the estimated tender value.
- (6) Experience of having three or two or one completed **“similar works”** contract carried out satisfactorily during the last five years ending on **March 2017** costing as follows:

No of completed job(s)	Minimum Value of each Contract (Rs. in Crores)
Completed One job	1.46
Completed two jobs	0.91
Completed three jobs	0.73

- (7) ESI Registration No.
- (8) EPF A/c. No.

(9) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money. If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. **Otherwise their offer will not be considered.** Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be uploaded along with bid.

Note:

- **“Similar works” mean supply of manpower to Govt./PSU/Local Bodies / Autonomous Bodies/Private institutions carrying out jobs of facility management.**

3. PRE-BID MEETING:



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A pre-bid meeting will be held at the Conference room of Kolkata Port Trust Head Office on **18 / 12 / 2017** at 3 P.M.

4. GENERAL INSTRUCTIONS TO BIDDER:

4.1 The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.

4.2 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 uploaded in Part-1.

4.3 The bidder should upload a declaration that they agree to all the terms and conditions of the tender in the prescribed format and in that case Each page of the NIT need not be signed with seal and date by the authorized signatory of the bidder for uploading in the tender.

4.4 Tender for the above work should be submitted in accordance with the Schedule of Quantities 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**.

4.5 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 clarification or amendment shall be uploaded in the portal of MSTC as well as KoPT.

4.6 Earnest Money: (EMD) / Bid Security

Each tenderer (save the MSME Register ones) have to deposit Earnest Money Deposit of Rs. 3,65,000/- in terms of GCC of Kolkata Port Trust and the GFR, 2017 . EMD 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. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender (which is normally 45 days, or if the successful bidder fails to furnish the Performance Security (Security Deposit) within the specified period. 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 submission of the performance security by the Supplier / Contractor.

4.7 Site Visit: The intending bidder may also visit the site at its own expense, prior to submission of tender for assessing the total area & the job requirement under consideration for the above contract with the prior



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permission / arrangement with Shri S.K.Dhar, Sr.Dy.Secretary and/ or Shri S.Dutta, Sr.Asstt.Secretary.

4.8 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 upkeepment and errand services to General Administration Department and Various Office under GAD / Divisions of KDS:**

Tender No. Admn / T / 156 / Dated 07/07/ 2017” will contain:

- (i) Company Particulars (as per **Appendix ‘A’**) and documents as mentioned in Clause 3,
- (ii) Earnest Money (Clause 4.6)
- (iii) Power of Attorney (Clause 4.2)
- (iv) Undertaken in the form of Affidavit that all terms and conditions to the contract is agreed to by the Supplier to be uploaded in lieu of uploading complete NIT duly signed (with seal and date) by the authorized signatory of the bidder on each page (Clause 4.3)
- (v) Techno-Commercial Specifications (**Appendix ‘B’**)
- (vi) Performance Certificate (s) along with Job Completion Certificate (s) from other user (s)/client (s)

Part-II: To be uploaded in **“Price Bid for upkeepment and errand services to General Administration Department and Various Office under GAD / Divisions of KDS**

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

4.9 Last Date of Submission: E- Tenders must be submitted on line **latest by 15.00 hrs. on 02 /01/ 2018** after which no tender shall be accepted.

4.10 Opening of Tender:

Part-I of the Tender shall be OPENED **at 15.00 hrs. on 02 / 01 / 2018** at the Conference Room of Kolkata Port Trust Head Office in presence of representatives of the intending bidders. One authorized representative of each bidder may be present at the time of opening of Part-I. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder. **Price**



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Bids will be opened later and will be notified to the techno-commercially qualified Bidders only.

:SPECIAL CONDITIONS OF CONTRACT:

5. SCOPE OF SERVICES:

5.1 Physical Area Coverage: The Contract will cover the General Administration Departmental at Head Office, Fairlie Warehouse, Guesthouse, 65, C.G.R Road, Subhas Bhawan etc. all Departmental offices of Kolkata Dock System and will include operations as follows :-

5.1.1 Unskilled Workers (Must have to be literate upto class VIII)

- a) Daily cleaning of the staircase hand-rails / decorating fixtures and fittings in lobbies and corridors of Head Office (old building and Annexe Buildings) & Guest House
- b) Daily cleaning of tables, chairs and other furniture at different locations of KoPT Office.
- c) Daily watering of plants and shifting of potted plants.
- d) Removal and cleaning of cobwebs & white ants and application of BHC emulsion (provided by KoPT) once per week.
- e) Distribution of lamps, candles, room fresheners etc. to the Chambers of Officers, as and when required.
- f) Daily cleaning of glass panes and photo frames of Head Office.
- g) Shifting of almirah, tables, chairs, other furniture, office equipment, files, as and when necessary.
- h) Daily cleaning of doors, windows, plinths of Head Office.
- i) Distribution of towels as per requirement.
- j) Daily collection and removal of waste papers and old newspapers from all over Head Office.
- k) Dusting of curtains, carpets Fittings and de-fittings of curtains etc. as and when required.
- l) Washing of towels of officers, if necessary, in case of emergency.

5.2 Working Hours:



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Working hours and no. of days of work in a week in various Departments / Divisions would generally be as per the working hours and no. of days of work in a week prevailing in the concerned office. Duty hours may however vary with nature of the concerned office but total no. of duty hours will be maintained as per rule.

NOTE: The Attendants/Workers at any place may be required to do work at any other Sections in exigencies of work & when required.

6. CONTRACTOR'S / BIDDER'S COMMITMENTS:

6.1 Contractors / Bidders should comply with the provisions of Minimum Wages Act (State or Central, whichever is higher) as per Statute. If any fresh statutory obligation or rate of statute is revised the same is to be abided by the Contractor.

6.2 The Contractor will abide by the Job Safety measures, comply with the Statutory Rules and Regulations and will indemnify KoPT from the 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.

6.3 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 relevant statutory rules and acts as applicable viz.ESI, EPF, Central or State Government Minimum Wages whichever is higher, Payment of Bonus Act, etc. and will hold themselves responsible for any misdemeanors. The Contractor shall maintain proper Books of Account, Records and Documents and shall produce to KoPT Authority as and when required. The Contractor shall obtain all requisite approvals, permission, licence etc. from the appropriate authorities for meeting its commitments and for complying with the obligations on its part under the contract.

6.4 The Contractor will not disclose information, Confidential or otherwise relating to KoPT, it might have or get access to and which may affect the reputation of the Organization, any time to other parties.

7. Client Support :



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7.1 The Sr.Asstt.Secretary-II or in his absence such other officer as may be nominated by Secretary, KoPT will be the Nodal Officer. He will provide necessary instruction, information and support to the Contractor for his assignment.

8. Duration of Agreement :

The above-mentioned contract will be for a period of 3 years from the date of commencement of work with a provision for extension by one year.

9. Evaluation of Techno-commercial Bids :

Evaluation of Techno-commercial bid will be carried out as per procedure prevalent in KoPT.

10. Evaluation Criteria for Price Bid:

The techno-commercially qualified tenderer, who would quote the lowest percentage of service charge, would be the L1 tenderer.

11. Escalation:

- i) The Service Charge per employee will be fixed at the quoted percentage of daily wages and such quantum will remain constant during the entire period of contract irrespective of variation in minimum wages during the period of contract or extension, if any. The Service charges payable will vary proportionately with the no. of workers deployed.
- ii) The deployment of labours as above, will be the basis of calculating the charge payable to the contractor based on actual labour deployed. Also, the contractor, shall maintain a register as a proof of paying workers as per Minimum Wages Act or more than that, as may be decided by the contractor.
- iii) All tools and tackles viz., dusters, broom sticks etc. required for the above work, shall be supplied by KoPT.
- iv) The work must be carried out without hampering normal office work of the Head Office. The contractor must take proper care of the office properties during execution of the work and any damage to the office properties must be compensated in the way decided by KoPT.
- v) The contractor should take all possible precautionary measures for the safety of his workmen during execution of works. KoPT under no circumstance will be responsible for any accident of the contractor's workmen during execution of the work.



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- vi) The site will be inspected everyday between 11-00 and 12-00 hrs. by the representative of Administration Department along with representative of the contractor to ensure that the cleaning work are done up to the satisfaction. During inspection, if it is found that the cleaning work has not been done perfectly, the contractor will be liable to execute the same work immediately on that very day and no extra claims will be entertained for that.
- vii) The payment will be given on monthly basis.
- viii) The minimum daily wages is based on the current approved rate of statutory minimum wages (State or Central whichever is higher). The rate is subject to revision against official information from the appropriate authority. However, the service charge will vary proportionately with the no. of employees deployed during the preceding month
- ix) During the period of contract for three years, the contractor shall not be entitled to receive any escalation in Service Charge(%) irrespective of increase in Minimum Wages of Labour. GST will be paid by KoPT at actual rate prevailing on the gross bill amount as per rule .

12. Security Deposit (SD) / Performance Security :

- 12.1 Successful Tenderer will submit Security Deposit for a sum equivalent to 10% of the "Total Evaluation Value of the Contract for Three Years" within 7 days from the date of receipt of intimation in this regard, through A/c Payee Demand Draft or Banker's Cheque or Bank Guarantee. Bank Guarantee executed in favour of 'Kolkata Port Trust' from a Commercial / Nationalized/Scheduled Bank having office at Kolkata, valid for three years & six months, is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.
- 12.2 If the bidder fails to deposit SD within the stipulated period of 7 days, the EMD will be liable to be forfeited. If after deposition of SD, the contractor fails to take up the job within the stipulated period of 10 days or fails to execute the job upto the satisfaction of KoPT or abandons the work partially or fully, the SD will be liable to be forfeited upon termination of the contract. In addition, the contractor may be suspended for the period of three year on account of his lapses.



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13. Refund of Security Deposit (SD) :

13.1 The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

13.2 On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:

- a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- b) The contractor shall have to apply for the refund of Security Deposit. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

“I/We hereby certify that there are no claims against KoPT under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you.”

14. Extension of Contract :

This is essentially a contract for upkeepment and errand services ,valid for three years from the date of commencement of work by the successful tenderer, with an option of extension of one year, subject to performance of the Contractor, at the discretion of KoPT.

15. Income Tax :

The income tax will be deducted from the bills at source, at the appropriate rate, as per relevant provision of Income Tax Act, 1961.

16. Terms of Payment :

16.1 The contractor will raise monthly bills for deployment of workers as per schedule and location, to the Nodal Officer along with an extract from Attendance Register under signature of the Nodal officers. For ECS payment, the successful tenderer shall furnish the following information immediately after receipt of intimation in this regard:-



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- i) Bank Account No. of the contractor
- ii) Type of Account – Savings/Current/Cash Credit
- iii) Name of the Bank with Code No.
- iv) Name of the branch with IFS Code No. along with location
- v) MICR No.
- vi) PAN
- vii) GST IN No:

16.2 Accordingly, the successful contractor would be required to open their Bank Account within the ECS Zone prescribed by the RBI, if not already done, to ensure receipt of payment of bills from KoPT.

16.3 The payment will be made on submission of original documents with the bill confirming :-

- (i) receipt of monthly wages by employees deployed from the Employees deployed.
- (ii) Electronically Generated Money Receipts from ESI Authority
- (iii) Electronically Generated Money Receipts from EPF Authority.

17. LD Clause:

0.5% of the Service Charge, per week or part of the week, counted from expiry of the sixth day of every month for delay in payment to the labourers deployed during the preceding month which is due to be paid within 6th. of every month. However, the maximum amount of deduction of LD will be restricted to 10% of the Service Charge.

18. Compliance of relevant Acts, Ordinances etc.

18.1 The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act, 1948, Employees' Liability Act, 1938, Industrial Dispute Act, 1947, Indian Contract Act, Workmen's Compensation Act, The Contract Labour (Regulation & Abolition) Act, 1970 etc. with statutory amendments and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

18.2 It will be the duty of the contractor to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, Bye-laws, procedures as are lawfully necessary in the execution of the works. Contractor will be fully responsible for any delay, damage, etc. and shall keep Kolkata Port Trust indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, Bye-laws, procedures etc.



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18.3 The aforesaid Regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

19. Damage & loss to private property & injury to workmen :

The Contractor will at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust , the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servant or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise

20. Resolution of disputes :

In the event of any dispute, question of difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Chairman, Kolkata Port Trust shall be final. If, however, the firm is dissatisfied with the decision of the Chairman, Kolkata Port Trust, the firm may, within 15 days after receiving notice of such decision, intimate the Chairman about their desire to get the matter referred to an Arbitrator. The Arbitrator may be nominated from the panel of Arbitrators (as maintained by Kolkata Port Trust) within 30 days from the date of receipt of such communication from the contractor and that reference shall be deemed to be a submission to the Arbitrator within the meaning of Arbitration & Conciliation Act, 1996 or any amendment thereof. The decision of the Arbitrator shall, however, be final and binding on both Kolkata Port Trust and the firm. The cost incurred for referring the matter to arbitrator will be shared by both the parties equally.

21. Applicable Law :

The contract shall be governed by and interpreted in accordance with the laws of the land. The contract will be under the jurisdiction of the High Court at Kolkata.



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22. Force Majeure :

In the event of the contractor / Kolkata Port Trust being prevented from fulfilling its obligation in full or in part arising out of this contract, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc, the affected party shall forthwith, but in no case later than 24 hrs from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of “Force Majeure”.

23. Antecedent Verification / Physical Fit Certification other terms and conditions :

23.1 The agency should verify and submit report of the local police for each and every employee deployed by the agency. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying in KoPT. 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 proof of residence, identification vide Aadhar Card, recent photograph and submit the Police Verification Report to KoPT. The Service Provider will also ensure that the personnel deployed are physically, mentally fit and conform to the requirements and their qualifications conform to the requirements of Kolkata Port Trust. The Service Provider shall withdraw such employees who are not found suitable by the KoPT Authority for any reasons, immediately on receipt of such request from KoPT.

23.2 The Service Provider has to provide Photo Identity Cards to the persons deployed at work. These cards are to be constantly displayed and their loss be reported immediately to KoPT and to the Service Provider simultaneously.

23.3 The service provider has to provide uniform (preferably blue colour) to all workers deployed under his control. The name / logo of the contractor should be embossed prominently on the uniform.

23.4 The employee of the Service Provider should be polite, cordial, enthusiastic, positive and efficient while handling the assigned work and their action should promote goodwill and enhance the image of KoPT. The Service Provider shall be responsible for any act of indiscipline on the part of his employees deployed in KoPT.



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23.5 The person deployed shall not claim any master and servant relationship against this office.

23.6 The Service Provider will provide required personnel for shorter period also in case of exigencies as per requirement of this office.

23.7 The Service Provider shall also provide a substitute well in advance if there is any probability of any person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

23.8 The Service Provider shall provide one Supervisor who will be the contact person and must be available on every need of the employee as well as KoPT Authority.

23.9 The Service Provider has to ensure that none of his deployed worker will join any demonstration / agitation while on duty in KoPT premises.

24. Assignment of Contract

The contractor shall not assign the contract or any part thereof to anyone else.

25. Termination of Contract

25.1 The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors:-

- a) Failure on the part of the contractor to supply requisite no. of personnel for the scheduled jobs in more than two consecutive occasions at any point of time or if the quality of services provided by the personnel is not satisfactory.
- b) Breach of any terms and conditions of contract including payment of monthly minimum wages to the personnel deployed within 6th of every month.
- c) Any unlawful act of the contract on any third party of behalf of the contractor entailing any damage / loss to the property / material of the Trustees or any inconvenience to the Trustee.
- d) After usual expiry of the contract period, the contract automatically stands cancelled.
- e) Failure to provide necessary information regarding payment of statutory dues in relation to the employee to the statutory



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authorities and statement of reconciliation as and when asked for.

- f) Assigning the contract or any part of the contract to any Sub-contractor / Agency. In other words, engagement of the sub-contractor for this particular contract is not authorized without the consent of Kolkata Port Trust in writing.

25.2 For such cancellation / deviation KoPT will, under no circumstances, be obliged for any financial repercussion and KoPT's decision to this effect shall be final.

26. SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:

26.1 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.

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

27. PENALTY:

27.1 If after the contract has been awarded, the contractor during the period of contract fails to comply with the following 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

27.2 If the contractor fails to supply personnel as per the scope of services, a penalty @ Rs.500/- per head per shift 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 manpower to any department / divisional office as per contract, HoDs and Divisional Heads at their discretion may engage personnel at the risk and expenditure of the contractor, over and above the penalty imposed in this respect.

27.3 If any of the staff of the contractor misbehaves with party/staffs 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 materials 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 HoD / Divisional Head or his designated officer shall be final and binding on the contractor.



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

28. **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.

29. **JURISDICTION :**

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

30. NON- RESPONSIVE BIDDER :-

The offer/tender shall be treated as non-responsive, if it :

- (i) is not accompanied by requisite earnest money /NSIC Registration certificate
- (ii) is not accompanied by requisite tender paper cost /NSIC Registration certificate
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) is not accompanied with the photo copy of ESI, EPF & GST Registration, etc.
- (vii) if the tender is conditional.
- (viii) if all the documents required as per (Appendix B) are not uploaded.
- ix) PAN, Audited (wherever necessary) Balance Sheet & Profit & loss statement, upto date Professional Tax Challan.



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In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.
The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

31. The contract under no circumstances,

SECRETARY

Encl : Appendices –‘A’, ‘B’, ‘C’, ‘D’



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Particulars of Cost of Tender Document & Earnest Money Deposit

[TO BE UPLOADED WITH TECHNO-COMMERCIAL BID]

A Cost of Tender Document:

Detail Particulars of deposit of Amount by RTGS/ NEFT (Date of Remittance, Name of the bank, & Branch, UTR No.)	Amount (In Rs.)
	1500/- (Rupees One thousand five hundred only)

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by RTGS/ NEFT (Date of Remittance, Name of the bank, & Branch, UTR No.)	Amount (In Rs)
	Rs. 3,65,000/- (Rupees Three lakhs sixty five thousand) only

Offer No _____

Date :

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



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APPENDIX-'A'
[TO BE SUBMITTED IN COVER -I]

Name of the _____ 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)

GST IN No. _____ (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)



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APPENDIX - B

(CHECK-LIST FOR DOCUMENTS TO BE UPLOADED IN PART-I)

- (i) Scanned copy of the following documents to be uploaded.
- (ii) Valid Trade License.
- (iii) Valid Professional Clearance Certificate / Up to date tax payment challan.
- (iv) Proof of possessing valid Employees' Provident Fund (EPF) Account / EPF Registration Certificate.
- (v) Proof of being registered with Employees' State Insurance Corporation (ESIC) , ESI Registration Certificate.
- (vi) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualified criteria.
- (vii) GST IN Registration Certificate
- (viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e.2014-15, 2015-16 and 2016-17). The same should be audited as per relevant norms wherever required.
- (ix) PAN Card.
- (x) Bank Draft/Pay Order etc. regarding EMD & cost of Tender documents / valid NSIC Certificate in respect of the nature of work in NIT.
- (xii) Self declaration of the bidder that the Bidding Firm has not been debarred / de-listed by any Govt./Quasi Govt./Public Sector Undertaking in India.
- (xiii) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be is / are not associated with any other firm bidding for the same work.
- (xiv) A list of works which are in hand at the time of submitting the offer.



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- (xv) Undertaking of the tenderer to be submitted as per enclosed Pro-Forma in Annexure-I) .
- (xvi) Upload a declaration that they agree to all the terms and conditions of the tender in the prescribed format as mentioned in Clause 4.3 above.
- (xvi) 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 uploaded with Techno commercial bid in terms of clause 4.2 above
- (xvii) Tender must be submitted on line in **TWO PARTS** (Part -I Techno-commercial Bid and Part- II Price Bid) as detailed in clause 4.8 above.

Deponent



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APPENDIX-‘C’

Guideline for Manpower Deployment Plan in 2017-18/2018-19/2019-20

Sl. No.	Location /Division	Un skilled
1.	Head Office GAD(Main)	15/15/15
2.	Maritime Archive	1/1/1
3.	Guest House	2/2/2
4.	Khidderpore (PSO)	1/1/1
5.	Head Office (Estate)	3/3/3
6.	Head Office (P R)	1/1/1
7.	Head Office (Legal)	1/1/1
8.	Subhas Bhawan	1/1/1
	Total	25/25/25
	Supervisor at cost of Contractor	1



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APPENDIX-‘D’

GUIDELINE FOR COMPUTATION OF PRICE BID

1	2	3
Sl. No.	Item	Unskilled/ Sweepers etc.
A	Number of unskilled personnel to be deployed in GAD, KoPT	25
B	Minimum Wages per unskilled employee of contractor w.e.f. 30/06/2017 as per Central Govt.	Rs.536/-
C	Total cost per month (i.e. 26 working days per calendar month)	3,48,400/-
D	SERVICE CHARGES PER MONTH in % on Row C	
E	The quantum of Service charge per month as per percentage indicated in ‘D’ above (to be Rounded off to the next integral value)	
F	Cost per month(C) + Service Charges per month(E)	
G	Total cost of Contract for 3 year (Fx36)	

NOTE :

Evaluation will be made on the basis of Total Amount at Column No. 3 at row D above(as mentioned in clause 9 and 10 above). GST as applicable will be paid extra. The Service Charge per person deployed will be fixed throughout the period of contract or extension of period, if any.



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ANNEXURE-I

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non –Judicial Stamp Paper

I N D E M N I T Y B O N D

By THIS BOND I, Shri / Smt -----, son of Shri / Smt ----
----- Residing at ----- by occupation ----- the
Partner / Proprietor / Director ----- having office at ----- am a tenderer
under General Administration Department, Kolkata Port Trust (A statutory body
under MPT Act, 1963)

2. WHEREAS , the said Kolkata Port Trust asked the every tenderer, to furnish an Indemnity Bond in favour of Medical Department, Kolkata Port Trust against all damages and accident to the Labour/s of Tenderer / Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer / Contractor named herinabove shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labour/s of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No. ADMN/T/..... Dated 07.07.2017.
4. AND the Contractor hereunder agrees to indemnity and at all times keep indemnified the Kolkata Port Trust and its administrator and representative And also all such possible claim or demand for damages and accidents.

In WITNESS WHEREOF I _____, the Partner / Proprietor / Director _____ Hereto set and seal this the -----
----- Day of ----- In the year ----- at -----

Sureties

1. Signature
Name: -
Address
2. Signature
Name: -
Address

Signature of the Indemnifier

1. Signature
Name: -
Address

Witness:

1. Signature
Name & Address :