



भारत सरकार/ GOVERNMENT OF INDIA

पत्तन, पोतपरिवहन और जलमार्गमंत्रालय/ MINISTRY OF PORTS, SHIPPING AND WATERWAYS

नौवहनमहानिदेशालय, मुंबई /DIRECTORATE GENERAL OF SHIPPING, MUMBAI

समुद्री वाणिज्यविभाग/MERCANTILE MARINE DEPARTMENT

चिरंजीबपुर, बीएस एनएल बिल्डिंग के सामने/CHIRANJIBPUR, OPP. BSNL BUILDING,

टेली/फैक्स-03224-253986

हल्दिया/HALDIA-721604

Tele/Fax-03224-253986

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L No.- HLD/MMD/43-OSS/2015/103

Dated:- 22.10.2021

### E-TENDER NOTICE

**Subject: Notice for inviting of Tender for the Watchman/Chowkidar, Safai Karmi-Cum-Gardener and Data Entry Operator for the MMD, Haldia office – reg.**

The Mercantile Marine Department (MMD), Haldia intends to deploy the following personnel for its office located in Chiranjibpur, Haldia, East Medinipur District, West Bengal.

1. Watchman/Chowkidar (Unskilled) – 3 Nos.
2. Safaikarmi-Cum-Gardener (Unskilled) – 2 Nos.
3. Data Entry Operator for 1 No. Work Station (Skilled) – 1 No.

Quotations/Tender are invited from reputed and leading Outsourced Manpower Supply agencies/service providers who are capable and eligible to provide total manpower solutions for the above stated categories of manpower and agree to the terms and conditions stated hereafter by MMD, Haldia.

#### Tender Critical Dates Sheet

Tender Publishing Date & Time	22.10.2021 at 12.00 hrs
Bid Submission Start Date, Time & Location	22.10.2021 at 12.15 hrs at the Tender Drop Box at the Mercantile Marine Department, Haldia, Chiranjibpur, Opp. BSNL Building, East Medinipur, West Bengal-721604
Bid Submission Closing Date, Time & Location	14.11.2021 at 17.00 hrs at the Tender Drop Box at the Mercantile Marine Department, Haldia, Chiranjibpur, Opp. BSNL Building, East Medinipur, West Bengal-721604
Bid Opening by the Purchase Committee of MMD Haldia Date, Time & Location	15.11.2021 at 12.00 hrs at Mercantile Marine Department, Haldia, Chiranjibpur, Opp. BSNL Building, East Medinipur, West Bengal-721604

The scope of work for providing manpower services and Terms and Conditions of contract are elaborated below. Minimum qualifications, Job descriptions, duties and responsibilities of the manpower are elaborated at **Annexure-I**. The contract shall be terminated at any time, in case,

the services are not found satisfactory. The payment will be made on monthly basis only on satisfactory performance of the work and submission of all documents as may be required by MMD, Haldia as per Govt. of India norms.

### **Terms and Conditions of manpower outsourcing contract**

1. The successful bidder should submit the details of all personnel to be deployed on their selection/acceptance by MMD, Haldia. The details should contain the photograph, name, address, date of birth, Aadhar Card number and signature and with an undertaking by the employer/contractor that the said details have been verified by him with the documents. The personnel would be deployed at the Chiranjibpur premises of MMD, Haldia for a **period of one year** from the date of deployment and can be extendable by 1 year after expiry subject to satisfactory performance and no complain/adverse report is received from any corner, on the same terms and conditions or with some addition/deletion/modification for a further specific period in the sole discretion of MMD, Haldia.
2. Working hours for the Data Entry Operator would be from 9.30 AM to 6.00PM with lunch between 1.00-1.30 PM and Safaikarmi cum gardeners would be the same or in shifts as may be decided by MMD, Haldia. The timings may be changed at the discretion of the Surveyor-in-charge, MMD, Haldia based on the needs and expediency of work. The Watchmen shall be deployed on round the clock basis in shifts ensuring that the premises is never left unguarded at any point of time.
3. The following necessary items as per the requirement shall be provided by MMD, Haldia as and when they are fitted:
  - a) Tables; b) Chairs; c) Intercom; d) Entry Registers and required stationery; e) Changing Area and Toilet facilities etc if found necessary by MMD, Haldia
4. The outsourced personnel should be present on all duty days. In the absence of any personnel, a suitable replacement should be provided by the agency immediately. The absence and the replacement must be intimated to MMD, Haldia immediately. In case of absenteeism or any other reason, what so ever the contractor should replace the personnel immediately. Payment will be on the basis of attendance and incorporating the principle of no work-no pay.
5. The deployment of the outsourced staff will be from 1st January 2022 and contractor must provide the same without fail. The contract shall also be valid for one year **w.e.f. 01.01.2022 to 31.12.2022 or as may be decided by MMD, Haldia.**
6. The mode of payment to the contractor would be on monthly basis through e-payment only on satisfactory performance of the work. The payment for the work performed by the contractor's personnel shall be made to the contractor at the rate quoted per month per person which will include **EPF, ESIC, Other Allowances, Bonus (Ex-gratia) and Service charge** which will be payable after completion of the calendar month for each month. GST as applicable to be stated separately. MMD shall pay the revised variable rate as per the notification of the labour department of **Central Govt.** as and when enhanced/reduced and corresponding percentage enhancements in the other charges and when claimed by the outsourcing Agency during the period of contract.



7. The department also reserves the right to alter and/or add any terms and conditions as necessary and as per the policy of the department during the currency of the contract.
8. The contract may be **terminated at any point** of time without assigning any reason. MMD, Haldia reserves the right to modify/amend or delete any of the terms and conditions. The contractor is personally responsible for theft / loss of departmental property due to negligence of security staff on duty employed by the contractor. In case it is noticed by MMD, Haldia that the work entrusted to be carried out by the contractor is not upto the required standards, 7 days notice in writing shall be given to him, drawing his attention for the bad status and sub standard work and asking him to improve upon the standard. In the event of MMD, Haldia finding that, there is no improvement thereafter and the work entrusted to him not being carried out as per instructions and specifications, the contract shall be liable to be terminated by giving him short notice. The decision of MMD, Haldia in this behalf shall be final and binding.
9. The Agency shall be responsible for compliance to provisions of various labour laws, (unskilled/semiskilled/Skilled/High skilled) and any other laws applicable and all statutory obligations, such as, wages, allowances, compensation, EPF, Bonus (Ex gratia), ESIC etc relating to the manpower deployed in MMD, Haldia. The contractor shall undertake the responsibility as his obligation for payment of Income Tax, Profession Tax, P.F, ESIC subscription and any other applicable Tax for all his persons to be deployed for purpose. It would be responsible for deduction and deposit of all the statutory dues of the personnel deployed such as Income tax, Professional tax, Provident fund, ESIC etc. as mandated by central/state government along with its own contribution. All the statutory obligations should be complied with by the successful bidder / contractor and contractor must ensure timely payment of the salaries to the personnel deployed and failure to do so may result in termination of contract.
10. In case of termination of the contract or its expiry, the persons deployed by the agency shall have no claims with regards to further employment or payment of dues with MMD, Haldia.
11. Decision of MMD, Haldia in regard to interpretation of the Terms & conditions and the agreement shall be final and binding on the Agency.
12. The payment of the outsourced employees have to be made in time by the contractor on monthly basis and there should be no delay in the payment of salary. For all intents and purpose the service provider agency/contractor shall be "employer" within the meaning of different labour legislation in respect of personnel so deployed at MMD. The personnel deployed by the outsourcing agency shall be the employees of the services provider and it shall be the duty of the services provider to pay their salary by the 7<sup>th</sup> of every subsequent month. Contractor will be paid on monthly basis by MMD, Haldia subject to submission of all documents as required and as per the norms of the Central government. No interest would be payable on delay in the payment by MMD, Haldia to the contractor.
13. Successful bidder has to submit an interest free security deposit at 5% of total amount involved in the period of contract excluding service tax by way of bank guarantee/fixed deposit/DD valid for a period of 60 days beyond the date of completion or expiry of the contract.



14. **Penalty Clause:** In case of non-compliance of the terms and conditions of contract, a penalty may be levied by MMD, Haldia. Any delay in attending to the duties without any justifiable cause would lead to deduction of proportionate service charges. In case no replacement is provided, an amount per day per person on prorated basis will be deducted from the bill. Any expenditure incurred by MMD, Haldia to face the situation arising out of the default or negligence of work should be made good by the contractor.

15. The contractor/service provider must have a Office/ Liason office in Haldia with a local contact person as in-charge so that he can be contacted to ensure uninterrupted services. Evidence of executing similar manpower outsourcing work in and around the Haldia area in the last 10 years or currently ongoing work is to be provided.

#### **Instructions to bidders:**

1. The firm/agency may satisfy the following conditions and attach self-attested copy of the same in a sealed envelope at the Tender Drop Box at the Mercantile Marine Department, Haldia, Chiranjibpur, Opp. BSNL Building, East Medinipur, West Bengal-721604 within the due date.
  - i. Firm shall be registered with the Government of West Bengal/Central Government.
  - ii. The firm shall have valid PAN Number
  - iii. The firm shall have valid GST Certificate
  - iv. Tax Clearance Certificate
  - v. Service Tax Register No
  - vi. TAN Registration No.
  - vii. Becoming L1 will not be criteria for awarding of service order unless the rates are reasonable & justified.
  - viii. The successful bidder will have to enter into agreement with MMD on a non-judicial stamp paper of Rs.100/-
  - ix. Proof of capabilities and reliabilities
  - x. Proof of having a liason office situated in Haldia and evidence of executing similar manpower outsourcing work in and around the Haldia area in the last 10 years or currently ongoing work.
  - xi. Relevant trade certificates from central/state/local statutory bodies as applicable.
  - xii. Salary structure of each category enumerating the basic, VDA, other allowances, bonus etc. including statutory deductions, employers contributions and service charge to be indicated as per **Annexure-II**
  - xiii. Signed and Scanned copy duly filled Tender acceptance letter as per **Annexure-III**, Experience questionnaire as per **Annexure-IV** and warranty form as per **Annexure V**.
2. The successful bidder will have to submit Bank Guarantee/Fixed Deposit of 5% of the Annual Contract Value as an interest free performance security deposit to MMD, Haldia, which will be returned after completion/termination of contract. The Performance Security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder. The security deposit shall be arranged to be

refunded to the contractor after 60 days on the successful completion of the contract period (including the extended period, if any) and upon the contractor furnishing an undertaking on a non-judicial Stamp Paper of Rs. 100/- that he has settled all statutory dues of persons employed by him. In case of unsettled payments / claims, if any, the contractor will indemnify the MMD, Haldia against any claim that might be lodged by the persons employed, against the contractor, whether in the Industrial / Labour Tribunal or with the office of the Commissioner of Labour or any appropriate authority. In the event of any breach or violation of the terms & conditions of this contract, the Security deposit paid by the contractor shall stand forfeited either in part or full at the sole discretion of MMD, Haldia.

3. The successful bidder will have to enter into an agreement with MMD, Haldia on a non-judicial stamp paper of Rs. 100/-
4. Mercantile Marine Department, Haldia reserves the right to reject the quotations without assigning any reason. MMD, Haldia is not bound to accept the lowest quoted tender. Tenders, with un-commemorative rates with reference to minimum wages and other statutory requirements are subject to rejection.
5. The bids with unreasonably low service charge, zero service charge or negative service charge will be rejected and the bidder stands disqualified.
6. For any further information and clarifications you can contact the undersigned.



(Capt. S.K.Das)

Surveyor-In-Charge,  
Mercantile Marine Department,  
Haldia.

Ph- 03224-253986



**A. Security Guards (Unskilled)**

Educational Qualifications	HIGH SCHOOL DIPLOMA
Experience	Desirable- 3 Years
Other conditions	Should have good health and physique, personality-befitting their work, free from defects of sight, hearing, speech or physical movements. They should have undergone necessary basic training to carry out their duties in a professional manner. Contractor shall provide standard uniform for security duties. He will also help out the officers and Office staff in carrying out of any other duties within their capabilities eg. Submissions of bills, shifting of files/ furniture etc. if required
Working hours	08 hours/06 days in a week/ as required by MMD, Haldia to work
Age	Minimum: 18 years, maximum- 50 years/Relaxable for ex Govt. servant engaged in security job.
Monthly remuneration	Minimum wages As per Central Govt. Labour Department Notification- To be attached for Un-skilled Worker
Selection method	Candidates shall be vetted by MMD, Haldia prior deployment

**B. Cleaning & Gardening (Unskilled)**

Educational Qualifications	HIGH SCHOOL DIPLOMA
Experience	Experience and knowledge in gardening and cleaning work is a must
Other conditions	Should have good health and physique, knowledge-befitting their work, free from defects of sight, hearing, speech or physical movements. Contractor shall provide standard uniform for cleaning and gardening duties. He will also help out the officers and Office staff in carrying out of any other duties within their capabilities eg. Submissions of bills, shifting of files/ furniture etc. if required
Working hours	08 hours/06 days in a week/ as required by MMD, Haldia to work
Age	Minimum: 18 years, maximum- 50 years
Monthly remuneration	Minimum wages As per Central Govt. Labour Department Notification- To be attached for Un-skilled Worker
Selection method	Candidates shall be vetted by MMD, Haldia prior deployment

**C. Data Entry Operator (Clerical staff) (Skilled)**

Educational Qualifications	Higher Secondary- Highly Trained
Desirable	Graduate
Other conditions	They should be in good health with personality befitting their work, free from defects of sight, hearing, speech or physical movements. Knowledge of working on computer, usage of MS Word, Excel, Internet browsing etc. and good typing skills is a must. Candidate must have working knowledge of English and Hindi and should be able to type, take dictations and prepare letters in English. DEO will also help out the officers and Office staff in carrying out of any other duties within their capabilities eg. Submissions of bills, shifting of files/ furniture etc. if required
Age	Minimum 18 years Below 40 years, Ex govt. employee : 65 Years
Experience	Desirable but not compulsory
Working hours	08 hours/06 days in a week/ as required by MMD, Haldia to work
Monthly remuneration with other benefits	Minimum wages As per Central Govt. Labour Department Notification- To be attached for Skilled Worker
Selection method	Through Interview arranged by MMD, Haldia

NAME OF CATEGORY -

NAME OF CATEGORY -

HEADS (Elements of Pay)			CLARIFICATION/REGULATIONS	AMOUNT
EARNINGS	Minimum Wages (Basic + VDA)			
	Other Allowances if any			
	1			
	2			
	3			
	4			
	5			
	TOTAL WAGES + OTHER ALLOWANCES (A)			
DEDUCTIONS	PROVIDENT FUND			
	ESIC CONTRIBUTION			
	Any other Deductions	1		
		2		
		3		
		4		
	TOTAL DEDUCTIONS (B)			
TAKE HOME PAY (A-B)				
CONTRIBUTIONS OF EMPLOYERS (as per prevalent rules)				
	PROVIDENT FUND			
	ESIC CONTRIBUTION			
	Any other Deductions	1		
		2		
		3		
		4		
CONTRIBUTIONS OF EMPLOYERS (C)				
TOTAL (A+C)				
SERVICE CHARGE				
Total				
CGST @ 9%				
SGST @ 9%				
GRAND TOTAL				

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

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

To,

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**Sub: Acceptance of Terms & Conditions of Tender.**

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s)/ Office namely:

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**EXPERIENCE QUESTIONNAIRE****(To be furnished with Tender Form)**

The bidder has completed the following similar works in the last 3 Financial Years and following similar ongoing or work carried out in in and around Haldia area in last 10 years:

Name of the work	Services provided to (with Address & Tel No.)	Total Value of work	Period of contract

Note: Please attach the copy of work orders.

For more details, separate sheet can be used.

Signature of Tenderer

Name & Address of Tenderer:

Official Seal/Rubber stamp

**WARRANTY FORM**  
**(To be furnished with Tender)**

M/s \_\_\_\_\_

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the contractor) having carefully studied all the documents, specifications, etc pertaining to the contract for works required for the work of

\_\_\_\_\_ and the local and site conditions and having under taken to execute the said works:

DO HEREBY WARRANT THAT:

1. The contractor is familiar with all the requirements of the contract.
2. The Contractor has investigated the office and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The contractor is satisfied that the work can be performed and completed as required in the contract.
4. The contractor accepts all risks directly or indirectly, connected with the performance of the contract.
5. The contractor has no collusion with other contractors, with any of the men of the MMD or with any other person in Authority to execute the said works according to the terms and conditions of the said contract.
6. The contractor has not been influenced by any statement or promise of the Authority but only by the contract documents.
7. The Contractor is financially solvent.
8. The Contractor is experienced and competent to perform the contract to satisfaction of the MMD, Haldia.
9. The Statement submitted by the contractor is true.
10. The contractor is familiar with all general and special laws, Acts, Ordinance, Rules & Regulation of the Municipalities, District, State and Central Government that may affect the work, its performance or personnel employed therein or environment.

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

For and on behalf of the Contractor.

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Stamp : \_\_\_\_\_