

**KOLKATA PORT TRUST**  
(Kolkata Dock System)

GENERAL ADMINISTRATION DEPARTMENT

Tender no. Admn./T/ 149 Dated 28.07.2016

Tender for Photocopying Work  
for the Head Office of Kolkata Port Trust

Date of sale of Tender Document	From 05.08.2016 to 19.08.2016
Last date of submission	Upto 2 P.M. of 23.08.2016
Date & time of opening of Techno commercial bid of tender.	On 23.08.2016 at 3 P.M.

15, Strand Road ,  
Kolkata -700 001.

Kolkata Port Trust

**KOLKATA PORT TRUST**  
GENERAL ADMINISTRATION DEPARTMENT

TENDER NOTIFICATION

TENDER NO. Admn./T/149 Dated 28.07.2016.

SUBJECT: - TENDER FOR PHOTOCOPYING WORK IN THE HEAD OFFICE OF KOLKATA PORT TRUST

Kolkata Port Trust invites tenders from experienced contractors capable of undertaking photocopying work for Kolkata Port Trust Head Office by providing (i) one or more photocopier Machine(s) (ii) photocopy paper, other consumables & (iii) man to operate such machine (s) at the Administration Department of Kolkata Port Trust at 15, Strand Road , Kolkata – 700 001 where monthly payment would be made on “per copy” basis as per the rate to be quoted by the tenderer, subject to certain conditions. Kolkata Port Trust gives guarantee for generation of at least 90,000 copies (A4 size single side) per calendar month. The contract would be for 2 years.

i)	Tender Document Fee	Rs. 500/-
ii)	Earnest Money	Rs. 60,000/-
iii)	Availability of Tender Document	General Administration Department of Kolkata Port Trust at 15, Strand Road , Kolkata – 700 001
iv)	Date & time of Pre-bid Meeting	At 3 P.M on 19/08/2016
v)	Last date for receipt of Tender	Upto 2 P.M. on 23/08/2016 (BID DUE DATE)
vi)	Date & time of opening of techno commercial bid of tender	At 3 P.M. on 23/08/2016
vii)	Date & time of opening of price bid of the techno commercially qualified tenderer	Tentatively on 24/08/2016

Tender document may be obtained from the office of Administration Department at 15, Strand Road, Kolkata- 700 001 on deposition of Rs. 500/- in cash, towards the cost of tender document, against application. Alternatively, the prospective tenderers may download the complete tender document from KoPT’s website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and in that case, the prospective tenderers would be required to deposit Rs. 500/- in the form of Bank Draft/Banker’s cheque in favour of ‘Kolkata Port Trust’ from any scheduled bank, payable at Kolkata, along with the filled up techno commercial part of tender. The tender will not be accepted if it is not accompanied by the requisite draft/bankers’ cheque towards cost of tender document, in addition to the other documents as mentioned in NIT in case the same is downloaded from KoPT’s website.

The BID DUE DATE is final and will under no circumstances be extended.

Trustees reserve the right to reject any or all the tenders in full or part, without assigning any reason thereof.

**Secretary**

**KOLKATA PORT TRST**  
GENERAL ADMINISTRATION DEPARTMENT  
15, STRAND ROAD  
KOLKATA -700 001.

**GENERAL INSTRUCTIONS TO TENDERERS**

Subject:- TENDER FOR PHOTOCOPYING WORK IN THE HEAD OFFICE OF KOLKATA PORT TRUST

Sealed tenders are invited from experienced contractor having Main / Registered office in and around B. B. D. Bag (within 2 kms. Radius from the Head Office of Kolkata Port Trust, excluding Howrah) for photocopying work by providing man (or men), machine(s), photocopy paper and other consumables, for the exclusive use of Kolkata Port Trust, for a period of 2 years, in accordance with the conditions of contract.

2. Each tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer a sum of Rs. 60,000/- in cash/Bank Draft/Pay Order as Earnest Money and the Photocopy of the Treasury Receipt so obtained, should be submitted along with the techno-commercial part of the tender without which tender is liable to be cancelled. In case the prospective tenderers download the tender document from KoPT's website, Earnest Money may also be deposited in the form of Banker's Cheque/Draft from any Scheduled Bank drawn in favour of 'Kolkata Port Trust', payable at Kolkata, along with the techno-commercial part of the tender.

3. The tender shall remain valid for acceptance for a period of 6 months from the date of opening of price part of the tender. If any tenderer withdraws his tender before 6 months from the date of opening of price part of the tender, Earnest money deposit will be liable to forfeiture.

4. The tenderer shall be deemed to have carefully examined and fully understood the Instructions to the Tenderers, Special Conditions of Contract, Scope of work etc.

5. It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender document and that the tenderer should not stipulate his own terms and conditions in deviations thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender and make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviations are unavoidable, he should place the same, clause-wise with justification, before the Tender Committee in the Pre-Bid meeting. The decision of the Tender Committee on the proposed deviations will, however, be binding on the tenderers.

6. The tender shall submit copies of the following documents along with the Techno-commercial part of the tender.

- a) Copy of valid Sales Tax Clearance Certificate, if applicable.
- b) Copy of valid & relevant Trade License from Kolkata Municipal Corporation (the address shown on the trade license should be within 2 kms radius from

KoPT Head Office, except Howrah, otherwise the tender is liable to cancellation.

- c) Partnership deed (duly attested) in case the tenderer is a partnership firm,  
Or  
Certified copy of Memorandum of Association, in case the tenderer is a company.  
Or  
A statement indicating that the tenderer is the Proprietorship firm, in case the tenderer is a Proprietorship firm.
- d) Document relating to audited financial position including copies of Balance Sheet, Profit & Loss Account for last 3 financial years, ending 31<sup>st</sup> March 2016. The tenderer should have average annual financial turnover of minimum Rs.10.00 lakhs during each of the last 3 financial years.
- e) A separate forwarding letter of acceptance of KoPT's terms and conditions.
- f) Signed and stamped copy of KoPT's tender document (i.e. each page of the tender document needs to be signed & stamped by the tenderer) including cancelled, blank rate Schedule i.e. without any price.
- g) Bank Draft for an amount of Rs 60,000/- in favour of 'Kolkata Port Trust' against earnest money deposit in a separate sealed envelope, superscribing EMD.
- h) Documentary evidence for successful execution of photocopying jobs worth:  
i) At least three completed works each worth not less than Rs. 10 lakhs  
ii) At least two completed works each worth not less than Rs.15.00 lakhs or  
iii) At least one completed work worth not less than Rs.26.00 lakhs in a single calendar/financial year, within last 3 years.
- i) A statement showing the details (like make, year of purchase, speed & size of copies done etc.) of the photocopier Machines presently owned by the tenderer and installed at the office of the tenderer.
- j) Copy of PAN Card
- k) Copy of ESI Registration Certificate. (i) If the party is not covered under ESI Act or exempted, necessary documents along with an affidavit before a First Class Judicial Magistrate (**Appendix – I**) have to be submitted. (ii) If the party is not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour, on a Non-Judicial Stamp Paper worth of at least Rs.50/- (**Appendix - II**), which should be submitted along with Techno commercial Bid.
- l) In case the prospective tenderer downloads the complete tender document from KoPT's website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in), Rs.500/- in the form of

draft/banker's cheque (in favour of 'Kolkata Port Trust' from any scheduled bank, payable at Kolkata) should also be enclosed with the techno-commercial part of the tender, if not deposited in cash earlier.

**m) Tenderers may note that experience certificate [Col. (h)] and the financial certificate [Col. (d)], as sought in the tender must be submitted along with techno-commercial bid. Non-submission of the said documents on the 'BID DUE DATE' will be treated as disqualified.**

7. Techno-commercial part of the tender in sealed cover superscribed as **"Tender for photocopying job – Techno-commercial part only"** and the price bid of the tender in schedule proforma in separate sealed cover superscribed as **"Tender for photocopying job – Price Bid only"** should be put together in a bigger envelope superscribed as **"Tender for photocopying job"** and the bigger envelope containing both techno-commercial part and price bid in separate sealed covers, should be put in the Tender Box kept in the office of KoPT's Administration Department at 15, Strand Road, Kolkata-700 001.

- a) All tenderers should be present during the Pre-bid meeting to be held at 3 P.M. on 19.08.2016 at the Conference Room of KoPT Head Office at 15, Strand Road, Kolkata-700 001.
- b) The techno-commercial part of the tenders will be opened at 3 P.M. on 23.08.2016 at the Conference Room of KoPT Head Office and the tenderers may be present during the opening of tenders, if they so desire.
- c) The tender Committee reserves their right to allow time to such techno-commercially successful bidders for submission of necessary documents related to their declaration.
- d) The date of opening of the price bid of the techno-commercially qualified tenders will be notified separately, at the Conference Room of KoPT Head Office and the techno-commercially qualified tenderers may be present during the opening of the price bid, if they so desire.

8. 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 & for such cancellation, KoPT will under no circumstances be responsible for any financial repercussion to the contractor(s) :-

- a) Non-supply of required number of photocopies within the allowed lead time, for more than three occasions.
- b) Breach of any terms and conditions of the contract.
- c) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to KoPT.
- d) Undertaking any job of an outsider within KoPT's premises.

9. The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central & State Government, Kolkata Port Trust and other statutory Authorities in this regard, in the matter of Photocopier Machine(s), photocopying papers etc.

10. KoPT will not be responsible for any damage to the Photocopier Machine(s) supplied by the contractor during the course of operation of the contract. The Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained. The contractor, however, will keep the Room allotted to them, under lock and key when the same is not in use.

11. The successful tenderer shall be required to execute at his own cost and expenses a 'Contract Agreement' on a non-judicial stamp paper of at least Rs.50.00 (Rupees Fifty) only, signed jointly under official seals as per **enclosed format**.

## SPECIAL CONDITIONS OF CONTRACT

### 1. **Scope of work:**

The work comprises supply of two or more Photocopier Machine(s) to be installed at the designated room of KoPT Head Office and operation of the same by the contractor or his people from 09-00 hours to 18-00 hours on all working days of KoPT. However, depending on the requirement of urgent work, the Photocopier Machine(s) (to be installed at KoPT Head Office) might be required to be operated on Saturdays, Sundays, Holidays, and beyond 18.00 hours or before 09-00 hours on working days of KoPT also. Though Kolkata Port Trust gives guarantee for generation of at least 90,000 copies (A4 papers of single side) per calendar month, it might go up and in case, on an average, 1,10,000 copies are generated per month (i.e. average of last 3 months' monthly generation), it is expected that the contractor would provide additional photocopier machine to cater to this additional requirement. In case of urgency, the contractor shall be in a position to get photocopies done, at his office, during, before and after normal office hours.

The contractor would supply photocopying paper (75 GSM or more of JK/TNPL/ Diplomat brand), Toner from OEM. It would be the responsibility of the contractor to maintain his Photocopier Machine(s) with the help of his own people or through the authorized representatives of the equipment manufacturer, at his own cost.

### 2. **Specification of the Photocopier Machine(s) :**

The contractor would be required to supply Photocopier machine(s) of any brand. Though KoPT would prefer to have brand new Photocopier Machine(s), the contractor would be at liberty to supply refurbished Machine also, provided copy quality is acceptable to the Port. However, the delay in supply of Photocopies due to breakdown of the Machine or otherwise will be the sole responsibility of the contractor. KoPT would deduct compensation in case photocopies of acceptable quality are not supplied within allowable lead time.

### 3. **Timing :**

The Photocopier Machine(s) would be required to be manned and operated from 09-00 hours to 18-00 hours on all working days of KoPT (including the day of Sree Viswakarma Puja). If the volume of work so demands the contractor would be required to operate the machine(s) beyond 18-00 hours and / or before 09-00 hours on working days. The contractor might be required to work on Saturdays, Sundays & holidays.

Only the authorized officials of KoPT would be entitled to advise the operators of Photocopier machine either to report for duty on Saturday/Sunday/Holiday or to stay

beyond office hours on week days and in that case such official would be required to send such advise in writing (a proforma of such advise is enclosed).

**4. Requisition of Photocopy :**

Only authorized signatories of KoPT (of various departments housed in Head Office building) would place requisition for the photocopying job. It would be the responsibility of the contractor or his operator(s) of the Photocopier(s) to check the Authenticity of the signature of the authorized signatory of KoPT. While handling over the photocopied paper(s) to the representative of KoPT. Signature of KoPT's representative in confirmation of receipt of the same would be taken on the requisition slip itself, which would become the basis to raise the monthly bill. The exact modalities would be fine – tune in consultation with the successful tenderer.

**5. Accommodation for the Machine Operator :**

KoPT would provide a rent free Room along with power/ electricity for installation of the Photocopier Machine(s) in the Head Office Premises. Though KoPT Head Office building premises are guarded round the clock, it would be the responsibility of the contractor to take care of the security of the Machine(s) installed by them.

**6. Security Deposit :**

The successful tenderer will have to deposit 10% of the evaluation value of the contract as Security Deposit. The written down value of the machines may also be considered as part of security deposit subject to production of the Purchase Documents in original.

The earnest money deposit amounting to Rs. 60,000/- would be converted to Security Deposit for which a fresh Treasury Receipt would be issued after deposition of the original Treasury Receipt against earnest money deposit. The balance amount would have to be deposited either in Cash/Bank Draft/Bank Guarantee or in combination of both Cash/Cheque/Bank Draft/ Bank Guarantee within 7 days from the receipt of Works Order.

In case of unsuccessful tenderers, the earnest money deposit would be refunded without interest, after surrender of the relevant original Treasury Receipt subsequent to finalization of the tender, through A/C Payee cheque.

**7. Refund of Security Deposit :**

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 him 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 reason felt necessary by KoPT.
- b) The contractor shall have to apply for the refund of Security Money along with original Money Receipt issue against Security Deposit.



- a) Before releasing the Security Money, 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 is no claim 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.”

**8. Rates to be fully inclusive of all expenditure :**

The successful contractor(s) must have cleared all duties with regard to Taxes, Insurance and otherwise complied with all rules and regulations of the Central & the State Governments. KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract except the specific charges per copy (quoted by the contractor). All other charges/costs should be borne by the contractor.

**9. Allowable Lead Time :**

The contractor shall have to supply the required number of photocopies of acceptable quality within the following allowable lead time in order to get full payment.

No. of photocopies required	Allowable lead time
No. of copies less than & equal to 10 (either 1 original x 10 copies or 2 originals x 5 copies or 10 originals x 1 copy, etc.)	10 minutes
No. of copies more than 10 but less than & equal to 30 (either 1 original x 30 copies or 2 originals x 15 copies or 30 originals x 1 copy, etc.)	30 minutes
No. of copies more than 30 but less than & equal to 100 (either 1 original x 100 copies or 2 originals x 50 copies or 100 originals x 1 copy, etc.)	90 minutes
No. of copies more than 100 but less than & equal to 1000 (either 1 original x 1000 copies or 2 originals x 500 copies or 1000 originals x 1 copy, etc.)	150 minutes
No. of copies more than 1000	6 hours or overnight as the case may be

**10. Compensation Charge :**

In case, the requisitioned photocopies are not delivered within the allowable lead time as mentioned in para 9 above for whatever reasons including breakdown of Photocopier Machine(s), KoPT shall deduct the running bill of the contractor in the following manner, towards compensation :-

**The quantum of delay**

**The quantum of deduction**

- i) If requisitioned photocopies are delivered within 150% of the allowable lead time of the respective category 50% of the chargeable amount for the document delivered late would be deducted.
- ii) If requisitioned photocopies are delivered within 175% of the allowable lead time of the respective category. 75% of the chargeable amount for the documents delivered late would be deducted.
- iii) If requisitioned photocopies are delivered beyond 175% of the allowable leave time of the respective category. 90% of the chargeable amount for the documents left would be deducted.

In addition to levy of the aforesaid damages, KoPT reserves the right to get the photocopies than from other sources, in case the contractor fails to deliver the photocopies within the stipulated time, and in that case, the contractor would have to reimburse KoPT the additional cost paid, if any, by KoPT to such other source (s). The amount to be so reimbursed by the contractor would be deducted from any amount due to the contractor.

**11. Terms of Payment:**

a)	Monthly bill along with the written instruction obtained from the departments should be submitted for photocopies supplied during the calendar month, payment of which will be made within 30 days from the date of submission of the bill. Provided the bill correct in all respect, is submitted within next month.
b)	The bill would be submitted to The General Administration Department on calendar month basis.

**12. Compliance of relevant Acts. Ordinance etc. :**

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 and the contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by all the provision of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT Indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractor.

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

**13. Dispute:**

In the event of any dispute, question or 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, KoPT shall be final and binding upon all parties.

**14. Damage & loss to private properties & injury to workmen:**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfactory of KoPT and pay compensation for any injury, loss or damage accrued to any properties or rights whatever including property and rights of KoPT (or agents), servants or employees of KoPT the injury, loss of damage arising out of or in any way in connection with the execution or purported execution of contract(s) and further the contractor(s) shall indemnify KoPT against any claim enforceable against KoPT (or agents), servants or employees of KoPT or which would be so enforceable against KoPT where KoPT 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.

**15. Reporting of Representative:**

The contractor shall depute one of his representatives at the office of Secretary, KoPT between 10 am and 12 Noon on every Friday (if Friday is a holiday for KoPT, than previous working day) during the contractual period, for proper coordination. No extra charge shall be paid for this.

**16. Escalation:**

During the period of contract for two years, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials consumed or any other item.

**17. Operating and Maintenance Staff:**

The contractor shall at his own cost maintain sufficient no. of operators, technicians etc. for smooth and efficient running of the photocopier machine(s).

The contractor shall be responsible for satisfactory service, conduct of his personnel. If the conduct of any personnel provided by the contractor, is not found to be satisfactory, the contractor shall be forthwith replace such persons on being advised to do so.

**18. Non-assignability:**

No contract or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.

**19. Evaluation criteria of the price bids:**

Tenders will be evaluated on the basis of “charges for photocopying each A4 size paper (on one side only)” quoted by the tenderer. From amongst the techno-commercially qualified tenderers whoever would quote the lowest offer would be adjudged as the successful tenderer.

Insertion of any extra item/condition in the bill of quantity shall render such offer liable for rejection.

20. On expiry of the contract or after termination of the contract, the contractor shall vacate KoPT’s premises and give vacant, undisputed, peaceful possession within 7 days of expiry for termination of contract and remove all his belongings within the stipulated time, failing which, KoPT shall remove all the belongings of the contractor at contractor’s risk and cost and no damage or any cost shall be entertained. Before handing over the possession of the aforesaid room to KoPT, the contractor must make good the damage, if any, caused by him.

21. The room to be provided for installation of the photocopier machine, has fan, light, AC machine and plug point for photocopier machine. Contractor shall not be allowed to install any electrical gadget/appliance other than those mentioned above, in the aforesaid room.

22. The contractor at his own cost shall supply ‘requisition slip’ to all departments housed in Head Office. Sufficient no. of books of Requisition Slips, preferably containing 100 slips in each book, should be supplied to the users before ..... so that the user can start using the same from ..... A copy of model Requisition slip is enclosed.

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## RATE SCHEDULE

Item	In figures (Paise per copy)	In words (Paise per copy)
All inclusive charges for Photocopying each A4 size paper (on one side only)		

Note : i) If Photocopies are required to be done on both sides of the paper, 60% charge would be payable for photocopy of the reverse side (since cost of paper is not taken into account for the reverse side).

Note : ii) For photocopy of A3 size papers (where the original as well as the photocopy are of A3 size), 100% more would be payable on the quoted price.

Note : iii) The minimum guaranteed payment per calendar month by KoPT would be Rs.(50,000 x the quoted price in paisa/100).

Note : iv) Reduction/enlargement of the matter to be photocopied, shall not attract any additional cost. e.g. photocopy of book etc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the witness along with Address

\_\_\_\_\_  
\_\_\_\_\_

Signature of the Tenderer along  
With official Seal

Date :

**Requisition Slip**

M/s. ....(Name of the contractor)

Name of Department .....

Date .....

<b>No. of Original</b>	<b>No. of copies Per original</b>	<b>Total No. of copies</b>	<b>Paper size (A4/A3)</b>	<b>Whether copies Required on both sides (Y/N)</b>

.....  
Signature of the recipient of  
The photocopies

.....  
Signature of the authorized  
of KoPT

Time .....

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**Requisition Slip for photocopies to be done on Saturday/Sunday/Holiday  
& beyond office hours on week days**

M/s. ....(Name of the contractor)

Name of Department ..... Date.....

You are hereby advised to book the operator(s) of the photocopier machine(s)  
from..... hours to ..... hours on .....  
To

Get some urgent documents photocopied.

.....  
Signature of the authorized signatory of KoPT

ON NON-JUDICIAL STAMP PAPER OF AT LEAST RS.10/-  
BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son of .....aged about.....Years, by faith  
....., by occupation ..... residing at  
.....

do hereby solemnly affirm and declare as follows:

1. THAT I am the proprietor / partner of .....  
Having office at..... and carrying on business on  
the said name and cycle. (In case the above Department is an enlisted Contractor at Kolkata  
Port Trust, the same should be mentioned in the affidavit).
2. THAT my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid  
E.S.I. Registration.
3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the  
Clause

No. .... of the Tender No.....

issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by



ON NON-JUDICIAL STAMP PAPER OF AT LEAST RUPEES FIFTY

**INDEMNITY BOND**

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 Administration Department, Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered Under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Administration Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers 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. .... of .....

4. AND the Contractor hereunder agrees to indemnify 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 Signature of the Indemnifier

1. Name  
Address

2. Name  
Address

Witness

# KOLKATA PORT TRUST

## FORM OF AGREEMENT

This Agreement made this day of \_\_\_\_\_ between the Board of Trustees' for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (Act No. 38 of 1963 ) (hereinafter called 'Trustees' ) which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office on one part and \_\_\_\_\_ ((hereinafter called the 'the Contractor') which expression shall unless excluded by or repugnant to the context be deemed to include its permitted assigns or successors in interest for supply of cars on the other part. Whereas the Trustees are desirous that certain work should be undertaken viz., Photocopying work for Kolkata Port Trust for a period of two years with effect from 17.10.2011 and have accepted the Tender submitted by the contractor for the execution of such works. Now this Agreement witnessed as follows;

1. In the agreement, words and expressions shall have the same meanings as are respectively assigned in them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as per this agreement viz.,
  - a) The said Tender and the acceptance of the Tender
  - b) The General Instructions to the Tenderers
  - c) The conditions of Contract
  - d) Rate Schedule
  - e) All correspondence by which the contract is added, amended, varied or modified in any way, by mutual consent as per the list attached as Annexure 'X'.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to render service for photocopying by providing men, machine, paper and other consumables for a period of two years with effect from ----- in conformity with the provisions of the contract.
4. The Trustees hereby covenant to pay the Contractor in consideration of such execution of works for a period of two years with effect from ----- at the contract price at the time in the manner prescribed by the contract or for the extended period as per tender condition and at the same rate.

5. In witness whereof the parties here to have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

The Common Seal of the Board  
Of Trustees for the Port of  
Kolkata was hereunto affixed  
in the presence of.

The Board of Trustees for  
the Port of Kolkata

Name .....

Address .....

.....

.....

Secretary

Signed Sealed and delivered  
At Kolkata in the presence of

Name .....

Address .....

.....

.....

\_\_\_\_\_  
Contractor

**KOLKATA PORT TRUST**  
(Kolkata Dock System)

GENERAL ADMINISTRATION DEPARTMENT

Tender no. Admn./T/ 140 Dated 25.04.2016

Tender for photocopying work  
for the Head Office of Kolkata Port Trust

Date of sale of Tender Document	From 25/04/2016 to 15/05/2016
Last date of submission	Upto 2 P.M. of 20/05/2016
Date & time of opening of Techno commercial bid of tender.	On 20/05/2016 at 3 P.M.

15, Strand Road ,  
Kolkata -700 001.

Kolkata Port Trust

**KOLKATA PORT TRUST**  
GENERAL ADMINISTRATION DEPARTMENT

TENDER NOTIFICATION

TENDER NO. Admn./T/140 Dated 25.04.2016.

SUBJECT: - TENDER FOR PHOTOCOPYING WORK IN THE HEAD OFFICE OF KOLKATA PORT TRUST

Kolkata Port Trust invites tenders from experienced contractors capable of undertaking photocopying work for Kolkata Port Trust Head Office by providing (i) one or more photocopier Machine(s) (ii) photocopy paper, other consumables & (iii) man to operate such machine (s) at the Administration Department of Kolkata Port Trust at 15, Strand Road , Kolkata – 700 001 where monthly payment would be made on “per copy” basis as per the rate to be quoted by the tenderer, subject to certain conditions. Kolkata Port Trust gives guarantee for generation of at least 50,000 copies (A4 size single side) per calendar month. The contract would be for 2 years.

i)	Tender Document Fee	Rs. 500/-
ii)	Earnest Money	Rs. 60,000/-
iii)	Availability of Tender Document	General Administration Department of Kolkata Port Trust at 15, Strand Road , Kolkata – 700 001
iv)	Date & time of Pre-bid Meeting	At 3 P.M on 16/05/2016
v)	Last date for receipt of Tender	Upto 2 P.M. on 20/05/2016 (BID DUE DATE)
vi)	Date & time of opening of techno commercial bid of tender	At 3 P.M. on 20/05/2016
vii)	Date & time of opening of price bid of the techno commercially qualified tenderer	Tentatively on 20/05/2016

Tender document may be obtained from the office of Administration Department at 15, Strand Road, Kolkata- 700 001 on deposition of Rs. 500/- in cash, towards the cost of tender document, against application. Alternatively, the prospective tenderers may download the complete tender document from KoPT’s website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) and in that case, the prospective tenderers would be required to deposit Rs. 500/- in the form of Bank Draft/Banker’s cheque (in favour of ‘Kolkata Port Trust’ from any scheduled bank, payable at Kolkata) along with the field up techno commercial part of tender. The tender will not be accepted if it is not accompanied by the requisite draft/bankers’ cheque towards cost of tender document in case the same is download from KoPT’s website.

The BID DUE DATE is final and will under no circumstances be extended.

Trustees reserve the right to reject any or all the tenders in full or part, without assigning any reason thereof.

**KOLKATA PORT TRUST**  
GENERAL ADMINISTRATION DEPARTMENT  
15, STRAND ROAD  
KOLKATA -700 001.

**GENERAL INSTRUCTIONS TO TENDERERS**

Subject:- TENDER FOR PHOTOCOPYING WORK IN THE HEAD OFFICE OF KOLKATA PORT TRUST

Sealed tenders are invited from experienced contractor having Main / Registered office in and around B. B. D. Bag (within 2 kms. Radius from the Head Office of Kolkata Port Trust, excluding Howrah) for photocopying work by providing man (or men), machine(s), photocopy paper and other consumables, for the exclusive use of Kolkata Port Trust, for a period of 2 years, in accordance with the conditions of contract.

2. Each tenderer shall have to deposit with the Trustees' Financial Adviser & Chief Accounts Officer a sum of Rs. 60,000/- in cash/Bank Draft/Pay Order as Earnest Money and the Photocopy of the Treasury Receipt so obtained, should be submitted along with the techno-commercial part of the tender without which tender is liable to be cancelled. In case the prospective tenderers download the tender document from KoPT's website. Earnest Money may also be deposited in the form of Banker's Cheque/Draft from any Scheduled Bank drawn in favour of 'Kolkata Port Trust', payable at Kolkata, along with the techno-commercial part of the tender.

3. The tender shall remain valid for acceptance for a period of 6 months from the date of opening of price part of the tender. If any tenderer withdraws his tender before 6 months from the date of opening of price part of the tender, Earnest money deposit will be liable to forfeiture.

4. The tenderer shall be deemed to have carefully examined and fully understood the Instructions to the Tenderers, Special Conditions of Contract, Scope of work etc.

5. It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender document and that the tenderer should not stipulate his own terms and conditions in deviations thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender and make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviations are unavoidable, he should place the same, clause-wise with justification, before the Tender Committee in the Pre-Bid meeting. The decision of the Tender Committee on the proposed deviations will, however, be binding on the tenderers.

6. The tender shall submit copies of the following documents along with the Techno-commercial part of the tender.

- a) Copy of valid Sales Tax Clearance Certificate, if applicable.

- b) Copy of valid & relevant Trade License from Kolkata Municipal Corporation (the address shown on the trade license should be within 2 kms radius from KoPT Head Office, except Howrah, otherwise the trader is liable to cancellation.
- c) Partnership deed (duly attested) in case the tenderer is a partnership firm,  
Or  
Certified copy of Memorandum of Association, in case the tenderer is a company.  
Or  
A statement indicating that the tenderer is the Proprietorship firm, in case the tenderer is a Proprietorship firm.
- d) Document relating to audited financial position including copies of Balance Sheet, Profit & Loss Account for last 3 financial years, ending 31<sup>st</sup> March 2013. The tenderer should have average annual financial turnover of minimum Rs.6.00 lakhs during each of the last 3 financial years.
- e) A separate forwarding letter of acceptance of KoPT's terms and conditions.
- f) Signed and stamped copy of KoPT's tender document (i.e. each page of the tender document needs to be signed & stamped by the tenderer) including cancelled, blank rate Schedule i.e. without any price.
- g) Copy of Treasury receipt issued by KoPT's FA&CAO against earnest money deposit.
- h) Documentary evidence for successful execution of photocopying jobs worth:  
i) At least three completed works each worth not less than Rs. 8 lakhs  
ii) At least two completed works each worth not less than Rs.15.00 lakhs or  
iii) At least one completed work worth not less than Rs.25.00 lakhs in a single calendar/financial year, within last 3 years.
- i) A statement showing the details (like make, year of purchase, speed & size of copies done etc.) of the photocopier Machines presently owned by the tenderer and installed at the office of the tenderer situated within 2 kms radius of KoPT Head Office. This office should have at least two photocopier machines in order to qualify techno-commercially.
- j) Copy of PAN Card
- k) Copy of ESI Registration Certificate. (i) If the party is not covered under ESI Act or exempted, necessary documents along with an affidavit before a First Class Judicial Magistrate (**Appendix – I**) have to be submitted. (ii) If the party is not covered under ESI Act, they must additionally indemnify KoPT against all damages and accident occurring to his labour, on a Non-Judicial Stamp Paper worth of at least Rs.50/- (**Appendix - II**), which should be submitted along with Techno commercial Bid.

- l) In case the prospective tenderer downloads the complete tender document from KoPT's website [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in), Rs.300/- in the form of draft/banker's cheque (in favour of 'Kolkata Port Trust' from any scheduled bank, payable at Kolkata) should also be enclosed with the techno-commercial part of the tender, if not deposited in cash earlier.

**m) Tenderers may note that experience certificate [Col. (h)] and the financial certificate [Col. (d)], as sought in the tender must be submitted along with techno-commercial bid. Non-submission of the said documents on the 'BID DUE DATE' will be treated as disqualified.**

7. Techno-commercial part of the tender in sealed cover superscribed as **"Tender for photocopying job – Techno-commercial part only"** and the price bid of the tender in schedule proforma in separate sealed cover superscribed as **"Tender for photocopying job – price bid only"** should be put together in a bigger envelope superscribed as **"Tender for photocopying job"** and the bigger envelope containing both techno-commercial part and price bid in separate sealed covers, should be put in the Tender Box kept in the office of KoPT's Administration Department at 15, Strand Road, Kolkata-700 001.

- a) All tenderers should be present during the Pre-bid meeting to be held at 3 P.M. on 17/05/2016 at the Conference Room of KoPT Head Office at 15, Strand Road, Kolkata-700 001.
- b) The techno-commercial part of the tenders will be opened at 3 P.M. on 20/05/2016 at the Conference Room of KoPT Head Office and the tenderers may be present during the opening of tenders, if they so desire.
- c) The tender Committee reserves their right to allow time to such techno-commercially successful bidders for submission of necessary documents related to their declaration.
- d) The date of opening of the price bid of the techno-commercially qualified tenders will be notified separately, at the Conference Room of KoPT Head Office and the techno-commercially qualified tenderers may be present during the opening of the price bid, if they so desire.

8. 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 & for such cancellation, KoPT will under no circumstances be responsible for any financial repercussion to the contractor(s) :-

- a) Non-supply of required number of photocopies within the allowed lead time, for more than three occasions.
- b) Breach of any terms and conditions of the contract.
- c) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to KoPT.



d) Undertaking any job of an outsider within KoPT's premises.

9. The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central & State Government, Kolkata Port Trust and other statutory Authorities in this regard, in the matter of Photocopier Machine(s), photocopying papers etc.

10. KoPT will not be responsible for any damage to the Photocopier Machine(s) supplied by the contractor during the course of operation of the contract. The Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained. The contractor, however, will keep the Room allotted to them, under lock and key when the same is not in use.

11. The successful tenderer shall be required to execute at his own cost and expenses a 'Contract Agreement' on a non-judicial stamp paper of at least Rs.50.00 (Rupees Fifty) only, signed jointly under official seals as per **enclosed format**.

## SPECIAL CONDITIONS OF CONTRACT

**13. Scope of work:**

The work comprises supply of one or more Photocopier Machine(s) to be installed at the designated room of KoPT Head Office and operation of the same by the contractor or his people from 09-00 hours to 18-00 hours on all working days of KoPT. However, depending on the requirement of urgent work, the Photocopier Machine(s) (to be installed at KoPT Head Office) might be required to be operated on Saturdays, Sundays, Holidays, and beyond 18.00 hours or before 09-00 hours on working days of KoPT also. Though Kolkata Port Trust gives guarantee for generation of at least 50,000 copies (A4 papers of single side) per calendar month, it might go up and in case, on an average, 80,000 copies are generated per month (i.e. average of last 3 months' monthly generation), it is expected that the contractor would provide additional photocopier machine to cater to this additional requirement. In case of urgency, the contractor shall be in a position to get photocopies done, at his office, during, before and after normal office hours.

The contractor would supply photocopying paper (75 GSM or more of JK/TNPL/ Diplomat brand), Toner from OEM. It would be the responsibility of the contractor to maintain his Photocopier Machine(s) with the help of his own people or through the authorized representatives of the equipment manufacturer, at his own cost.

**14. Specification of the Photocopier Machine(s) :**

The contractor would be required to supply Photocopier machine(s) of any brand. Though KoPT would prefer to have brand new Photocopier Machine(s), the contractor would be at liberty to supply refurbished Machine also, provided copy quality is acceptable to the Port. However, the delay in supply of Photocopies due to breakdown of the Machine or otherwise will be the sole responsibility of the contractor. KoPT would deduct compensation in case photocopies of acceptable quality are not supplied within allowable lead time.

**15. Timing :**

The Photocopier Machine(s) would be required to be manned and operated from 09-00 hours to 18-00 hours on all working days of KoPT (including the day of Sree Viswakarma Puja). If the volume of work so demands the contractor would be required to operate the machine(s) beyond 18-00 hours and / or before 09-00 hours on working days. The contractor might be required to work on Saturdays, Sundays & holidays.

Only the authorized officials of KoPT would be entitled to advise the operators of Photocopier machine either to report for duty on Saturday/Sunday/Holiday or to stay beyond office hours on week days and in that case such official would be required to send such advise in writing (a proforma of such advise is enclosed).

**16. Requisition of Photocopy :**

Only authorized signatories of KoPT (of various departments housed in Head Office building) would place requisition for the photocopying job. It would be the responsibility of the contractor or his operator(s) of the Photocopier(s) to check the Authenticity of the signature of the authorized signatory of KoPT. While handing over the photocopied paper(s) to the representative of KoPT. Signature of KoPT's representative in confirmation of receipt of the same would be taken on the requisition slip itself, which would become the basis to raise the monthly bill. The exact modalities would be fine – tune in consultation with the successful tenderer.

**17. Accommodation for the Machine Operator :**

KoPT would provide a rent free Room for installation of the Photocopier Machine(s) in the Head Office Premises. Though KoPT Head Office building premises are guarded round the clock, it would be the responsibility of the contractor to take care of the security of the Machine(s) installed by them.

**18. Security Deposit :**

The successful tenderer will have to deposit 10% of the evaluation value of the contract as Security Deposit consisting of the written down value of the machines and cash equivalent for the balance amount.

The earnest money deposit amounting to Rs. 60,000/- would be converted to Security Deposit for which a fresh Treasury Receipt would be issued after deposition of the original Treasury Receipt against earnest money deposit. The balance amount would have to be deposited either in Cash/Bank Draft/Bank Guarantee or in combination of both Cash/Cheque/Bank Draft/ Bank Guarantee within 7 days from the receipt of Works Order.

In case of unsuccessful tenderers, the earnest money deposit would be refunded without interest, after surrender of the relevant original Treasury Receipt subsequent to finalization of the tender, through A/C Payee cheque.

**19. Refund of Security Deposit :**

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 him 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 reason felt necessary by KoPT.

- b) The contractor shall have to apply for the refund of Security Money along with original Money Receipt issue against Security Deposit.
- a) Before releasing the Security Money, 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 is no claim 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.”

**20. Rates to be fully inclusive of all expenditure :**

The successful contractor(s) must have cleared all duties with regard to Taxes, Insurance and otherwise complied with all rules and regulations of the Central & the State Governments. KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract except the specific charges per copy (quoted by the contractor). All other charges/costs should be borne by the contractor.

**21. Allowable Lead Time :**

The contractor shall have to supply the required number of photocopies of acceptable quality within the following allowable lead time in order to get full payment.

No. of photocopies required	Allowable lead time
No. of copies less than & equal to 10 (either 1 original x 10 copies or 2 originals x 5 copies or 10 originals x 1 copy, etc.)	30 minutes
No. of copies more than 10 but less than & equal to 30 (either 1 original x 30 copies or 2 originals x 15 copies or 30 originals x 1 copy, etc.)	90 minutes
No. of copies more than 30 but less than & equal to 100 (either 1 original x 100 copies or 2 originals x 50 copies or 100 originals x 1 copy, etc.)	180 minutes
No. of copies more than 100 but less than & equal to 1000 (either 1 original x 1000 copies or 2 originals x 500 copies or 1000 originals x 1 copy, etc.)	360 minutes
No. of copies more than 1000	12 hours or overnight as the case may be

**22. Compensation Charge :**

In case, the requisitioned photocopies are not delivered within the allowable lead time as mentioned in para 9 above for whatever reasons including breakdown of Photocopier Machine(s), KoPT shall deduct the running bill of the contractor in the following manner, towards compensation :-

**The quantum of delay**

**The quantum of deduction**

- i) If requisitioned photocopies are delivered within 150% of the allowable lead time of the respective category, 50% of the chargeable amount for the document delivered late would be deducted.
- ii) If requisitioned photocopies are delivered within 175% of the allowable lead time of the respective category, 75% of the chargeable amount for the documents delivered late would be deducted.
- iii) If requisitioned photocopies are delivered beyond 175% of the allowable leave time of the respective category, 90% of the chargeable amount for the documents left would be deducted.

In addition to levy of the aforesaid damages, KoPT reserves the right to get the photocopies than from other sources, in case the contractor fails to deliver the photocopies within the stipulated time, and in that case, the contractor would have to reimburse KoPT the additional cost paid, if any, by KoPT to such other source (s). The amount to be so reimbursed by the contractor would be deducted from any amount due to the contractor.

**23. Terms of Payment:**

a)	Monthly bill along with the written instruction obtained from the departments should be submitted for photocopies supplied during the calendar month, payment of which will be made within 30 days from the date of submission of the bill. Provided the bill correct in all respect, is submitted within next month.
b)	The bill would be payable by Administration Department on calendar month basis.

**24. Compliance of relevant Acts. Ordinance etc. :**

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 and the contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the

modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the contractor to abide by all the provision of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay, damage, etc. and shall keep KoPT Indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act. Ordinance, Rules, Regulations, By-laws and Procedures etc.

The contractor shall indemnify the KoPT against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractor.

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

**13. Dispute:**

In the event of any dispute, question or 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, KoPT shall be final and binding upon all parties.

**14. Damage & loss to private properties & injury to workmen:**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfactory of KoPT and pay compensation for any injury, loss or damage accrued to any properties or rights whatever including property and rights of KoPT (or agents), servants or employees of KoPT the injury, loss of damage arising out of or in any way in connection with the execution or purported execution of contract(s) and further the contractor(s) shall indemnify KoPT against any claim enforceable against KoPT (or agents), servants or employees of KoPT or which would be so enforceable against KoPT where KoPT 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.

**15. Reporting of Representative:**

The contractor shall depute on of his representatives at the office of Secretary, KoPT between 10 am and 12 Noon on every Friday (if Friday is a holiday for KoPT, than previous working day) during the contractual period, for proper coordination. No extra charge shall be paid for this.

**16. Escalation:**

During the period of contract for two years, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials consumed or any other item.

**17. Operating and Maintenance Staff:**

The contractor shall at his own cost maintain sufficient no. of operators, technicians etc. for smooth and efficient running of the photocopier machine(s).

The contractor shall be responsible for satisfactory service, conduct of his personnel. If the conduct of any personnel provided by the contractor, is not found to be satisfactory, the contractor shall be forthwith replace such persons on being advised to do so.

**18. Non-assignability:**

No contract or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.

**19. Evaluation criteria of the price bids:**

Tenders will be evaluated on the basis of “charges for photocopying each A4 size paper (on one side only)” quoted by the tenderer. From amongst the techno-commercially qualified tenderers whoever would quote the lowest offer would be adjudged as the successful tenderer.

Insertion of any extra item/condition in the bill of quantity shall render such offer liable for rejection.

20. On expiry of the contract or after termination of the contract, the contractor shall vacate KoPT’s premises and give vacant, undisputed, peaceful possession within 7 days of expiry for termination of contract and remove all his belongings within the stipulated time, failing which, KoPT shall remove all the belongings of the contractor at contractor’s risk and cost and no damage or any cost shall be entertained. Before handing over the possession of the aforesaid room to KoPT, the contractor must make good the damage, if any, caused by him.

21. The room to be provided for installation of the photocopier machine, has fan, light, AC machine and plug point for photocopier machine. Contractor shall not be allowed to install any electrical gadget/appliance other than those mentioned above, in the aforesaid room.

22. The contractor at his own cost shall supply ‘requisition slip’ to all departments housed in Head Office. Sufficient no. of books of Requisition Slips, preferably

containing 100 slips in each book, should be supplied to the users before ..... so that the user can start using the same from ..... A copy of model Requisition slip is enclosed.

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## RATE SCHEDULE

Item	In figures (Paise per copy)	In words (Paise per copy)
All inclusive charges for Photocopying each A4 size paper (on one side only)		

Note : i) If Photocopies are required to be done on both sides of the paper, 60% charge would be payable for photocopy of the reverse side (since cost of paper is not taken into account for the reverse side).

Note : ii) For photocopy of A3 size papers (where the original as well as the photocopy are of A3 size), 100% more would be payable on the quoted price.

Note : iii) The minimum guaranteed payment per calendar month by KoPT would be Rs.(50,000 x the quoted price in paisa/100).

Note : iv) Reduction/enlargement of the matter to be photocopied, shall not attract any additional cost. e.g. photocopy of book etc.

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Signature of the witness along with Address

Signature of the Tenderer along  
With official Seal

Date :



**Requisition Slip**

M/s. ....(Name of the contractor)

Name of Department ..... Date  
.....

No. of Original	No. of copies Per original	Total No. of copies	Paper size (A4/A3)	Whether copies Required on both sides (Y/N)

.....  
Signature of the recipient of  
The photocopies

.....  
Signature of the authorized  
of KoPT

Time .....

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**Requisition Slip for photocopies to be done on Saturday/Sunday/Holiday  
& beyond office hours on week days**

M/s. ....(Name of the contractor)

Name of Department ..... Date.....

You are hereby advised to book the operator(s) of the photocopier machine(s)

from..... hours to ..... hours on .....  
To

Get some urgent documents photocopied.

.....

KoPT

Signature of the authorized signatory of

ON NON-JUDICIAL STAMP PAPER OF AT LEAST RS.10/-  
BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I..... son of .....aged  
about.....

Years, by faith ..... by occupation  
.....

residing at  
.....  
....

do hereby solemnly affirm and declare as follows:

1. THAT I am the proprietor / partner of .....  
Having office at ..... and carrying on business on  
the said name and cycle. (In case the above Department is an enlisted Contractor at Kolkata  
Port Trust, the same should be mentioned in the affidavit).

2. THAT my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid  
E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the  
Clause

No. .... of the Tender No.....

issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

DEPONENT

Identified by

**Appendix – II**

ON NON-JUDICIAL STAMP PAPER OF AT LEAST RUPEES FIFTY

**INDEMNITY BOND**

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 Administration Department, Kolkata Port Trust (A Statutory Body under MPT Act, 1963).

2. WHEREAS, the said Kolkata Port Trust had asked the every tenderer, who is not covered Under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Administration Department, Kolkata Port Trust against all damages and accidents to the Labourer / Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the Labourers 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. .... of .....

4. AND the Contractor hereunder agrees to indemnify 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 Signature of the Indemnifier

1. Name  
Address

2. Name

Address

Witness

Appendix - III

## KOLKATA PORT TRUST

### FORM OF AGREEMENT

This Agreement made this day of \_\_\_\_\_ between the Board of Trustees' for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (Act No. 38 of 1963 ) (hereinafter called 'Trustees' ) which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office on one part and \_\_\_\_\_ ((hereinafter called the 'the Contractor') which expression shall unless excluded by or repugnant to the context be deemed to include its permitted assigns or successors in interest for supply of cars on the other part. Whereas the Trustees are desirous that certain work should be undertaken viz., Photocopying work for Kolkata Port Trust for a period of two years with effect from \_\_\_\_\_ and have accepted the Tender submitted by the contractor for the execution of such works. Now this Agreement witnessed as follows;

6. In the agreement, words and expressions shall have the same meanings as are respectively assigned in them in the conditions of Contract hereinafter referred to.
7. The following documents shall be deemed to form and be read and construed as per this agreement viz.,
  - f) The said Tender and the acceptance of the Tender
  - g) The General Instructions to the Tenderers
  - h) The conditions of Contract
  - i) Rate Schedule
  - j) All correspondence by which the contract is added, amended, varied or modified in any way, by mutual consent as per the list attached as Annexure 'X'.
8. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to render service for photocopying by providing men, machine, paper and other consumables for a period of two years with effect from ----- in conformity with the provisions of the contract.

9. The Trustees hereby covenant to pay the Contractor in consideration of such execution of works for a period of two years with effect from ----- at the contract price at the time in the manner prescribed by the contract or for the extended period as per tender condition and at the same rate.

10. In witness whereof the parties here to have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

The Common Seal of the Board  
Of Trustees for the Port of  
Kolkata was hereunto affixed  
in the presence of.

The Board of Trustees for  
the Port of Kolkata

Name .....

Address .....

.....

.....

Secretary

Signed Sealed and delivered  
At Kolkata in the presence of

Name .....

Address .....

.....

.....

\_\_\_\_\_  
Contractor

