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**TENDER FOR NETWORK LINKS WITH 'SOLAR PHOTO VOLTIC POWER PLANTS' INSTALLED AT SUBHAS BHABAN ROOF TOP & CENTENARY HOSPITAL ROOF TOP AND KDS NET WITH ONE YEAR ON-SITE WARRANTY SUPPORT AT KOLKATA DOCK SYSTEM OF KOLKATA PORT TRUST**

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**P & R DIVISION  
FINANCE DEPARTMENT  
KOLKATA PORT TRUST**

**TENDER NO. : Plg/cs/NETWORK/764**

**Date: 11/05/2018**

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**Kolkata Port Trust**  
**P & R Division / Finance Department**

**1.0 NOTICE INVITING TENDER**

**TENDER NO. :** Plg/cs/NETWORK/764

Date: 11/05/2018

Tender under single stage single part system (Techno-Commercial Bid and Price Bid) are invited from the firms with requisite experience as per Pre-qualification Criteria stipulated in the Tender Document for **“Installation and commissioning of LAN with one year on-site warranty support”** as per the Bill of Quantities. Corrigenda or clarifications, if any, shall be intimated in due course.

**SCHEDULE OF TENDER (SOT)**

a. TENDER No.	Plg/cs/NETWORK/770
b. MODE OF TENDER	Normal tender having Single cover containing Techno-Commercial Bid, EMD, Tender Fee and Price Bid.  The intending bidders are required to drop their bids in the designated Tender Box kept at the office of Jt. Director (P&R), KOLKATA PORT TRUST, 6 <sup>th</sup> Floor, Annexe Building, 15, Strand Road, Kolkata-700 001.
c)i) Estimated Cost of Work  ii) Earnest Money Deposit  iii) Tender Document fee	<b>Rs. 1.95 Lakhs (Rupees one lakh ninety-five thousand only).</b>  The intending firms are required to submit an EMD of Rs. 2,000 /- (Rs. Two Thousand only) in the form of DD/ Banker's Cheque in the name of Kolkata Port Trust along with sealed cover containing their techno commercial and their Price Bid as per NIT, otherwise their offer will be summarily rejected.  The intending bidders should submit the tender cost of <b>Rs. 500/- (Rupees Five hundred only)</b> (non-refundable), in the aforesaid manner, to KoPT as per NIT; otherwise their offer will be summarily rejected.
d. Date of closing of submission of Bids.	01/06/2018 <b>(Up to 15:00 P.M.)</b>
e. Date & time of opening of tender Techno-Commercial Bid and Price Bid.	01/06/2018 <b>(After 15:30 P.M.)</b>
f. Site Inspection	18/05/2018 (At 11:00 P.M.)

**Note:** 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.

Rebecca Das  
Jt. Director (P&R)  
Tender Inviting Authority

## **2.0 The scope of work will be as follows :**

The scope of work will include

- a) 4 Network Link with Net Meter of 'SOLAR PHOTO VOLTIC POWER PLANTS' installed at SUBHAS BHABAN roof top(40,CGR Rd. Kol-700043) and KDS Net at SB with required materials.
- b) 5 Network Link with Net Meter of 'SOLAR PHOTO VOLTIC POWER PLANTS' installed at CENTENARY HOSPITAL roof top (1,DH Rd. Kol-700053) and KDS Net with at Centenary Hospital with required materials.
- c) ONE YEAR ON-SITE WARRANTY SUPPORT as per the specification mentioned below. Bidders are required to quote for the entire requirements under this tender. Incomplete/partial offer will not be accepted for evaluation/further processing.

**All the materials to be supplied will be under one year on-site warranty support.**

### **2.1 Technical Specification of LAN materials:**

The contractor shall be responsible for:

- i. Supply of materials.
- ii. Establish network at two locations mentioned above using STP cable.
- iii. Laying the cable and integrating with the existing KDS network.

Estimated materials required:-

Sl.	Item Description	Quantity
1	STP Cable (Box of 305 Meters)	3 Boxes
2	STP I/O with Face Plate & SMB	9 nos.
3	STP Connector	21 nos.
4	STP Patch Cord - 2 Meters	9 nos.
5	Industrial 8 Port Switch	3 nos.
6	Installation & Integration with one year warranty support	1 LS

**Make: Digisol/ D-Link/AMP/Molex/Krone for SL.No. 1 to 4.**

Make: Digisol/ATI/Extreme/Cisco/HP for SL.No. 5.

### **3.0 General Condition of the Contract**

The tenderer required to submit the following documents along with their offer:

SL#	Descriptions
i	General information as per Schedule – A
ii	Declaration of warranty period as per Schedule – D
iii	Time schedule for the deliverables as per Schedule - E
iv	Work experience record as per Schedule -- F
v	Copy of Valid Trade License
vi	Copy of Permanent Account Number
vii	Copy of GST Registration Certificate

3.1 The tenderer is required to unconditionally agree to and comply with the entire Tender Document, GCC, and Addenda, if any, by submitting a copy of these documents duly signed on each page along with the offer.

#### 4.0 Earnest Money Deposit (EMD):

The intending firm is required to submit an EMD as mentioned above.

- i. Any error and/or omission in this may result in non-issuance or delay in issuance of the Treasury Receipt (see below).
- ii. A Treasury Receipt (TR) will be issued by KoPT (Cash & Pay Section under Finance Department) to the bidder against receipt of EMD on due application (stating references of the tender (number, date and title) and payment particulars) to be submitted through the Tender Issuing Authority.
- iii. The Earnest Money Deposit shall be forfeited
  - a) if a tenderer withdraws its offer during the period of tender validity.
  - b) If a tenderer submits false information or fabricated documents, and the same is detected during consideration of tender, his tender may not be considered and EMD may be forfeited. If it is detected after award of tender, the contract may be terminated and losses on this account would be recovered from the contractor. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

#### 4.1 Pre-Qualification criteria :

The tender, complete in all respects, shall have to be submitted by the bidder as part of the Techno-Commercial bid containing the following:

- a) Work experience / credential constituting supply, installation and commissioning of Network/LAN/Wireless network. The bidder must have successfully executed such work during the last 7 years ending 31.03.2018, as mentioned below :
  - i) 3 similar completed works costing not less than the amount of Rs. 0.80 lakhs for each
  - ii) 2 similar completed works costing not less than the amount of Rs. 0.95 lakhs for each
  - iii) 1 similar completed work costing not less than the amount of Rs. 1.60 lakhs

Note: Here similar work means supply, installation and commissioning of LAN/Network/Network Switches/wireless network.

- b) Power of Attorney ( in Stamp paper ), if applicable.
- c) Copy of PAN Card
- d) Copy of valid Trade licence
- e) Copy of valid GSTN Number.
- f) Documentary evidence that the Bidder has an office in Kolkata for effective support / coordination with KDS, KoPT.
- g) A self declaration that the bidder has not been banned / de-listed / debarred by any Government or Quasi-Government Agency or PSU. If a bidder has been banned / de-listed / debarred by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents, which the bidder is to enclose together with the Techno-Commercial Bid.
- h) A declaration that no change (in words, specification etc.) have been made in

the submitted tender document of KDS, KoPT

**Note:** The Bidder shall be bound to produce the original of all the documents for which photocopies have been submitted, if /as demanded by KDS, KoPT, at any point of time.

**4.2 NO AUTOMATIC CONSIDERATION:** Mere submission of tender will not mean that the particular offer will be automatically considered qualified and the said tender will be entertained. Such qualification will be examined at the time of evaluation of offers.

**4.3 COVERING LETTER:** The intending Bidder shall submit the bid and a covering letter strictly as per Schedule-A. Any deviation in the content of the covering letter as compared to Schedule-A shall make the offer liable for rejection.

**4.4 UNSCHEDULED HOLIDAY / BUNDH:** In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day.

**4.5 RIGHTS OF KDS, KoPT:**

- (a) Order shall be placed as per requirement of KDS, KoPT.
- (b) Notwithstanding anything contained in this Tender Document, KDS, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- (c) KDS, KoPT reserves the right to reject / disqualify an offer, in case KDS, KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder himself or on behalf of the Bidder to any officer, employee or representative of KDS, KoPT or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.
- (d) KDS, KoPT also reserves the right to reject / disqualify an offer if it is observed that the Bidder or his representative has made false and misleading statement and/or have tried to influence KDS, KoPT in the process of examination, evaluation etc. of the tender.
- (e) KDS, KoPT reserves the right to postpone the deadline for submission of Bids through notice.

**4.6 ONE BIDDER - ONE BID CLAUSE:** One Bidder shall submit one Bid only in response to this tender.

**4.7 LANGUAGE OF BID:** The Bid and any notations or accompanying documentation must be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric System.

**5.9 INFORMATION REGARDING RATES QUOTED:** Rates quoted should be in figures and in words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.

**5.10 QUOTATION AS PER BILL OF QUANTITY:** The bidder shall quote rate strictly as per the 'Bill of Quantity' with no counter conditions / deviations

whatsoever. No alternative mode of offer shall be accepted. Conditional / Partial Price Bid is liable to be rejected outright.

- (a) The bid must be submitted as per time schedule mentioned above. No bid shall be accepted after this date/ time.
- (b) The bid of the tender shall be opened as per time schedule mentioned above in the Office of Joint Director (P&R), P&R Division, Finance Department, 6<sup>th</sup> Floor, Annexe Building, 15 Strand Road, Kolkata Port Trust, Kolkata – 700001 and any bidder or his authorized representative, who wishes to be present at the time of the opening of the Bid, may do so, if desired.
- (c) KDS, KoPT may, at its sole discretion, extend the Submission / Opening due date(s) by issuing a 'Notice / Extension Notice' to the bidders.

**5.11 BIDDER'S LIABILITY TO UNDERSTAND IN FULL:** The bidder shall be deemed to have carefully examined and fully understood the general instructions to Bidders, the Special Conditions of the Contract, General Conditions of Contract, Scope of Work, Eligibility Criteria, Terms of Payment, Evaluation Criteria, etc.

**5.12 VALIDITY OF OFFER:**

- (a) The tender including Price Bid shall remain valid for acceptance for a period of 60 days from the actual date of opening of price bid of the tender.
- (b) Prior to expiry of the validity period as indicated in the original tender, KDS, KoPT may request bidders to extend the validity for a specified period and the tenderer will have the liberty to refuse such request without forfeiting his EMD.

**5.13 ADDRESS ETC. OF BIDDER:** The bidder shall furnish the address of his Head Office & Local Office(s) with respective telephone / mobile numbers, fax, email etc. along with reporting hierarchy.

**5.14 SUBSTITUTION OR WITHDRAWAL OF TENDER:**

- (a) The Bidder may substitute or withdraw its tender after submission before the due date and time of submission of the tender. However, no refund of any fee or return of the bids will be made in case of withdrawal.
- (b) No tender shall be substituted or withdrawn by the bidder after the due date and time of submission of tender or any extension thereof.
- (c) If the bidder withdraws its Bid during the interval between the specified date and time of submission of tender and expiration of the validity period of the tender including extension thereof, the Earnest Money Deposited (EMD) would be forfeited.
- (d) In the event of "SUBSTITUTION", only the substituted tender would be considered.

**5.15 DECLARATION REGARDING BAN / DELISTING/ DEBARMENT:**

Bidder must give a declaration to the effect that they have not been banned or de-listed or debarred by any Government or Quasi-Government Agency or

PSU. If a bidder has been banned / de-listed / debarred by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents, which the bidder is to enclose together with the Techno-Commercial Bid.

#### **5.16 Acceptance of offer:**

It is not obligatory on the part of the Trustees to accept the lowest offer. They reserve the right to accept a tender in full or in part and /or reject tender(s) without assigning any reason.

The tenderer has to execute the work in accordance with the General Conditions of Contract, Special Conditions of Contract, Addendum / Corrigendum, Scope of work and Bill of Quantities.

#### **5.17 Deviations from Terms and Conditions**

No deviation of any terms and conditions as mentioned in the subject document would be accepted.

#### **5.18 Preliminary Examination:**

Arithmetical errors shall be rectified on the following basis:-

If there is a discrepancy between the unit price and the total cost that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total cost will be amended accordingly.

#### **5.19 Taxes and duties etc.:**

The tenderer shall be entirely responsible for all taxes, cess, duties and other such levies arising out of this contract except GST which will be payable extra at actual, as applicable. KoPT will be liable to pay only GST, if applicable. No other tax will be paid by KoPT.

Deduction shall be made from payments to the tenderer towards TDS, if applicable, as per the law and rules of the Government in force at the time of Payment. KoPT does not pay leviable Tax on behalf of the firm to the Central / State Authority under Reverse charge mechanism as KoPT is not a 'Registered Body Corporate' under Tax Law.

#### **5.20 Transport and Permit:**

The tenderer is also required to have their own transport for movement of their men and material inside/outside the port premises. No vehicle or manual assistance will be provided by Kolkata Port Trust.

However, **free permits** will be issued by Kolkata Port Trust to the officials of the firm engaged in the work inside docks and other areas and the contractor will submit their offer accordingly.

Contractor shall strictly abide by the Security norms including Information Security Regulations wherein employees of the contractor should not have access to any system without prior permission.

### 5.21 Acceptance Criteria:

- a) The successful tenderer must provide all necessary instruments at their own cost for the purpose of inspection and testing.
- b) All results of inspection and tests will be recorded for inspection and verification by KoPT. These reports shall form a part of the job completion documents.
- c) Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.

5.22 Necessary addendum / corrigendum (if any) of tender will be intimated to the bidders.

### 5.23 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
- ii) 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 for those items will not be considered.
- iii) Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be uploaded along with the bid.

### 5.24 Bill of Quantity:

The tenderer must submit their offer according to the BOQ mentioned below.

SL No	Item Description	Quantity (in integer number) (Fixed)	Unit Price (Excluding GST) (in Rs.)	GST, if any (in %)	Total Item Price excluding GST (in Rs.) [i.e. q X a]	Total GST on item (in Rs.) [i.e. c X b]	Total Item Price Incl. GST (in Rs.) [c + d]
		(q)	(a)	(b)	(c)	(d)	(e)
1	Two Network Link with 'SOLAR PHOTO VOLTIC POWER	1 job					



	PLANTS' installed at SB roof top and CENTENARY HOSPITAL roof top with required materials plus One year on-site warranty support.						
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Tender will be evaluated as per formula below:

**Sum Total (ST)** = Total amount of item appeared in column (e).

Work order will be issued to the firm with **Lowest Sum Total (ST)** amount. Bidders are required to quote for all the above. Incomplete offer or partial offer will be rejected.

Note : The tenderer shall be entirely responsible for all taxes, cess, duties and other such levies arising out of this contract except GST which will be payable extra at actual, as applicable. KoPT will be liable to pay only GST, if applicable. No other tax will be paid by KoPT.

**5.25 Price Bid:**

Price Bid must be submitted as per 'Bill of Quantity' of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Price quoted by the tenderer shall remain fixed and no escalation would be allowed. However, escalation may be accepted only against statutory increase or change in govt. taxes, duties, cess, etc.

**5.26 PERIOD OF CONTRACT:**

- (a) The contract shall commence from the date of Order Letter.
- (b) Supply, installation and commissioning activities as per "SCOPE OF WORK" shall have to be completed as indicated above.
- (c) The contract shall remain valid for a period of **12 months**, as per on-site warranty Support from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

**5.27 DEFINITION OF "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY":**

"SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" shall include successful supply, installation, seamless integration and comprehensive commissioning of all components of the "SCOPE OF WORK". This shall be certified by a committee to be formed by KoPT with the representatives of KoPT, Vendor and the FMS (Facility Management Services) provider of KoPT at KDS, as satisfactory after which it shall be deemed as "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

## **5.28 PRIORITY OF CONTRACT DOCUMENTS:**

5.28.1 The documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (Joint Director (P&R)), who shall thereupon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.

5.28.2 Unless otherwise specified in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override other (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all those placed lower down the list:

- i) Order Letter
- ii) Special Conditions of the Contract
- iii) Scope of Work
- iv) Bill of Quantity
- v) Instructions to Bidder
- vi) General Conditions of Contract
- vii) Any other document(s) forming part of the Contract

## **5.29 Tax Clause GST or any Other Taxes:**

### **General Terms & Conditions**

- Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Kolkata Port Trust, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Kolkata Port Trust is not sure that accurate tax amount is finally reflected in the GSTN to KoPT's Account and is finally available to Kolkata Port Trust in terms of GST laws and that the credit of GST so taken by Kolkata Port Trust is not required to be reversed at a later date along with applicable interest.
- Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Kolkata Port Trust for the fault of supplier shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- Supplementary invoice/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- The purchase order/work order shall be void, if at any point of time you

are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

- The prices quoted shall be including all statutory levies excluding GST. GST should be indicated separately in the relevant column of BOQ. The summation of all item-wise total prices (including GST) (i.e. Grand total as mentioned in BOQ) would be the basis of evaluation.

### **5.30 DELIVERY and Commissioning of as per BoQ:**

Job of BoQ has to be completed within **4 (Four) weeks** from the date of issuance of work order to the firm.

## **6.0 WARRANTY / TECHNICAL SUPPORT :**

**6.0.1** The successful bidder must provide onsite comprehensive (including labour) warranty support for all products for a period of 12 (twelve) months from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

**6.0.2** The successful bidder shall make good at his own expenses all defects due to faulty design, material and workmanship of the product, its integration and commissioning detailed in the Tender Document, which may develop during a period of 12 months warranty from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY". If any difference of opinion arises on any of the provisions of this clause, the decision of the Joint Director (P & R), KoPT shall be final and binding on the successful bidder.

In default the Joint Director (P & R), KoPT will be at liberty to get the rectification / replacement of any / all faulty product, its integration and commissioning detailed in the Tender Document free of cost from the successful bidder without any obligation.

## **7.0 PAYMENT**

### **7.1 Payment terms:-**

Payment will be made as per the payment terms mentioned below.

- 90%** payment will be made after "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" at KDS, KoPT.
- 10%** payment will be made after expiry of warranty period of 12 months. Instead the firm may submit BG equivalent to 10% of the contract value from any schedule bank against which the payment may be released. The validity period of the BG would be the total Warranty period of 12 months plus 3 months i.e. 15 months.

7.2 Payment shall be made strictly as per provisions mentioned in the Payment terms. No other charges shall be admitted or paid.

7.3 Payment, subject to relevant conditions of the contract like Performance

Guarantee etc., shall be made after submission of clear, correct and complete bills along with relevant documents, after "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" or from the date of submission of clear, correct and complete bills, whichever is later.

7.4 As payment shall be made electronically, the successful bidder is required to submit information regarding the bank particulars etc. along with the Techno Commercial bid.

7.5 For non-fulfilment of any obligation under the contract, KDS, KoPT reserves the right to withhold the payments due to the successful bidder in part or full till such period as KDS, KoPT may consider necessary for due performance by the successful bidder.

### **8.0 Penalty for Damages Payable by the Firm:**

If the firm fails to repair / replace the faulty devices within two working days during the contract period, penalty @Rs.100/- per device per day or part of a day will be imposed till the time the device is repaired or replaced. The penalty amount will be deducted from the residual/SD/PBG amount.

In the matter of imposing penalty for damages as above, the decision of KoPT shall be final and binding on the contractor.

### **9.0 EVENT OF DEFAULT CASES:**

- (a) In case there is delay in "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" beyond specified delivery period.
- (b) If the successful bidder fails to perform or discharge any of its obligations under the provisions of the contract.
- (c) If representation made or documents / certificates submitted or warranty given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) If the successful bidder is adjudicated bankrupt or insolvent.
- (e) If the successful bidder assigns or transfers job as per provisions of the contract to any third party without permission from KDS, KoPT.
- (f) If the successful bidder, through its employees, gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

### **10.0 TERMINATION OF CONTRACT EITHER IN PART OR IN FULL:**

10.1.1 If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract are not being rendered in part / full or not up to the satisfaction of KDS, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Joint Director (P & R), KoPT through her

authorized representative shall assess the position and if she is of the opinion that the service is not to the satisfaction of the authorities of KDS, KoPT and/or legal obligations are not being fulfilled by the successful bidder, Joint Director (P & R), KoPT shall terminate the full or part of the contract after giving 30 days' notice and her decision in the matter shall be final and binding on the successful bidder.

10.1.2 During the termination period of 30 days as above, the successful bidder may be asked by KDS, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.

10.1.3 No compensation shall be paid by KDS, KoPT to the successful bidder in the event of termination of the contract.

10.1.4 If after termination, any amount is due to be paid by KDS, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by KDS, KoPT from the successful bidder.

#### **11.0 RISK PURCHASE:**

Upon termination of the contract, for any of the reasons indicated above, Joint Director (P & R), KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover the cost from the terminated successful bidder, in addition to any other amount, compensation or damages that KDS, KoPT is entitled to in terms of the other relevant clauses in the contract. KDS, KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.

#### **11.1 LIQUIDATED DAMAGES PAYABLE BY THE CONTRACTOR:**

In case the firm engaged in the work fails to complete the work satisfactorily within the stipulated time period then liquidated damages @0.5% of the contract value will be applicable for delay per week or part thereof subject to a maximum limit of 10% of the contract value of the work. GST at applicable rates shall be charged on all damages and penalties as per statute.

#### **12.0 SUCCESSFUL BIDDER TO INDEMNIFY**

##### **12.1 Damage & loss to private property & injury to workmen**

The Contractor shall 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, servants 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.

- 12.1 The successful bidder shall indemnify KDS, KoPT from the possible future demand of workers / employees engaged by them under this contract, for absorption in KDS, KoPT. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.

### **13.1 AMENDMENT:**

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Government of India and law(s) of the land.

### **13.2 ILLEGALITY/INVALIDITY OF CONTRACT PROVISION:**

If for any reason whatsoever, any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

### **13.3 AMICABLE SETTLEMENT:**

If any dispute or difference or claims of any kind arises between the successful bidder and KDS, KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the request of any party in an effort to resolve such dispute , difference or claim by discussion between them.

### **13.4 SETTLEMENT OF DISPUTES**

- 13.4.1 Should any dispute, barring legal ones, arise between KDS, KoPT and the successful bidder in connection with this contract, the dispute/difference in opinion will be resolved by Chairman, KDS, KoPT, which shall be final and binding upon the successful bidder.

13.4.2 In case of any legal dispute between KDS, KoPT and the successful bidder in connection with this contract, the same shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be at Kolkata, India.

### **13.5 GOVERNING LAWS, DAMAGE TO ASSETS AND RELATED ISSUES:**

This contract shall be governed by and construed in accordance with the prevailing laws, Acts of the Republic of India. The successful bidder shall fulfil all legal obligations in respect of the contract. KDS, KoPT shall accept no liability whatsoever in the matter and also in case of accident, if any.

**13.6** The successful bidder shall be fully and exclusively liable for the payment of any and all taxes now in force and / or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government / Local Bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the successful bidder. KDS, KoPT shall have no liability whatsoever concerning the personnel of the successful bidder. The successful bidder shall keep KDS, KoPT indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The successful bidder shall make regular and full payment of wages / salaries and other payments due to his employees and furnish necessary proof whenever required by KDS, KoPT. The successful bidder shall be liable to pay any increase of wages / salaries, if any, of his employees during the contractual period.

**13.7** The successful bidder shall defend, indemnify and hold KDS, KoPT harmless from any liability or penalty, which may be imposed by the Central / State Government or Local Authorities by reason of any regulations or requirements and also from all claims, suits arising out of or by reason of the work required in this contract including any liability that may arise out of any accident.

**13.8** The successful bidder must ensure that no inconvenience or loss or damage of any asset belonging to either KDS, KoPT or stakeholders of KDS, KoPT takes place during the entire period of contract due to fault on the part of the successful bidder. The successful vendor shall be solely accountable for all liabilities and losses, if caused and the decision of the "ENGINEER OF THE CONTRACT" in such matters shall be final and binding on the successful bidder. The successful bidder shall be required to make good any loss as ascertained by the "ENGINEER OF THE CONTRACT" within the period indicated by the "ENGINEER OF THE CONTRACT".

### **14.0 FORCE MAJEURE:**

**14.1** Force Majeure Event - Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances set out hereunder or the consequences thereof which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.

- (a) Acts of God, rain, storm, cyclone, hurricane, flood, fire, etc.
- (b) Strikes, boycotts or other forms of labour unrest, excluding strike or boycotts by employees of the successful bidder.
- (c) Act of war, riot, etc..

**14.2 Notice of Force Majeure Event** - The successful bidder shall give notice to KDS, KoPT in writing of the occurrence of the Force Majeure Event ["the Notice"] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

The notice shall inter-alia include full particulars of:

- (a) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- (b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,
- (c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- (d) Any other relevant information.

**14.3 Period of Force Majeure** - Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in **respect of the Force Majeure Event until the earlier of:**

- (a) **Expiry of the period during which the successful bidder is excused from performance of its obligations**
- Or
- (b) Termination of the contract.

**14.4 Performance Excused** - The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

**14.5 Resumption of Performance** - During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KDS, KoPT of the same in writing.

**14.6 Extension of time for performance of obligations** - KDS, KoPT may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KDS, KoPT.

**14.7 Termination due to Force Majeure Event** - If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.



## **15.0 DETERMINATION OF RESPONSIVENESS:**

Prior to evaluation of Techno-Commercial part of the tender, KDS, KoPT will determine

whether each offer is responsive to the requirement of the Tender Document.

An offer

shall be considered responsive if the tender –

- (a) Is received by the due date and time,
- (b) The bidder unconditionally accepts the tender document and GCC,
- (c) Is accompanied by the required Covering Letter,
- (d) Is accompanied by the required Power of Attorney,
- (e) Contains all documents, information, certificates, certification / authorization from OEM etc. as requested in this Tender Document,
- (f) Contains information/details in formats specified in this Tender Document,
- (g) Is accompanied by certificates of Chartered Accountant etc. as applicable,
- (h) Is consistent with respect to details submitted in the tender and supporting documents,
- (i) Has not proposed any deviation whatsoever as compared to the terms & conditions, scope of work etc. detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda, if any.

## **15.1 CLARIFICATION DURING EVALUATION PROCESS:**

To assist in the process of evaluation of Tender, KDS, KoPT may, at its sole discretion, ask any Bidder to provide additional documents/details, seek clarification in writing / email from any bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing / email. KDS, KoPT reserves the right to reject any offer which is non-responsive.

## **15.2 CONFIDENTIALITY:**

Information required by KDS, KoPT from the bidder for the purpose of examination, evaluation etc. of offer will be kept confidential by KDS, KoPT and no such information will be divulged, unless it is ordered to do so by any authority that has power under the law to do so.

## **16.0 EVALUATION OF TECHNO-COMMERCIAL BID:**

16.0.1 The techno-commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria as detailed in this tender document.

16.0.2 KDS, KoPT reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted along with Techno-Commercial Bid) and in case of any discrepancy found, the finding of KDS, KoPT shall prevail for the purpose of evaluation.

16.0.3 Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

## **17.0 EVALUATION OF PRICE BID:**

17.0.1 Evaluation of price bid will be carried out as per the format of "Bill of Quantity" with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Non compliance of the same shall result in outright rejection of the offer. Sum total of the total item price of all items will be considered for evaluation.

17.0.2 The Bill of Quantity must contain the comprehensive price offer including GST.

17.0.3 Statutory Components only like GST, if applicable, shall however be paid at actual.

17.0.4 If the lowest price is quoted by more than one bidder, the bidders concerned offering the lowest price will be required to submit rebate on such price within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.

17.0.5 Selection of L1 bidder will be evaluated based on lowest grand total amount quoted as per BOQ format, provided bidder fulfils the scope of work and accepts all the terms & condition of the tender document.

17.0.6 KDS KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

### **17.0.7 The basic price:**

The basic price quoted in the tender shall hold good and shall be binding on the tenderer, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the tenderer shall not be entitled to claim any increase over the price quoted by him during the period of currency of the contract except GST as introduced or to be modified/introduced by Govt. from time to time.

## **18.0 Notification of the award of contract**

The successful tenderer will be notified that their offer has been accepted and the basis on which, the tender has been accepted through 'Notification of the award of contract'. The 'Notification of the Award of Contract' will constitute the information of a contract until the contract has been effected pursuant to Clause 12 of "General Instructions to Tenderers"

**Schedule "A"**

**TENDER NO. :** Plg/cs/NETWORK/764

Date: 11/05/2018

NIT for :

**GENERAL INFORMATION**

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

Head Office Address :

\_\_\_\_\_

FAX No. : \_\_\_\_\_ Telephone No. \_\_\_\_\_

Regional Office Address : \_\_\_\_\_

FAX No. : \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Local Office Address :

\_\_\_\_\_

FAX No. : \_\_\_\_\_ Telephone No. \_\_\_\_\_

Country and Year Incorporated \*

Main Lines of Business :

1. \_\_\_\_\_ Since

\_\_\_\_\_

2. \_\_\_\_\_ Since

\_\_\_\_\_

3. \_\_\_\_\_ Since

\_\_\_\_\_

Organisation chart showing structure of company including names and position of Directors, General Managers and other key Personnel and total number of qualified key technical personnel in Company's current employment for execution of this project are enclosed.

Signature and Seal of the Tenderer.

**Schedule 'D'**

**TENDER NO. :** Plg/cs/NETWORK/764

Date: 11/05/2018

**WARRANTY**

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawings, or samples, if any, and shall be operational. This warranty shall survive inspection for and payment for, and acceptance of the goods, but shall expire (except in respect of complaints of which we have been notified prior to such date) twelve (12) months after their successful installation and acceptance by the purchaser.

We agree to depute one Service Engineer on a regular basis for on site maintenance, troubleshooting. Defect / Problem of any product shall be attended to by the service Engineer immediately. If any major breakdown is not cleared within 4 hours, alternate suitable arrangement like replacement of faulty system / subsystem has to be organised to make the System operational.

The obligations under the warranty shall include all costs relating to labour, spares, maintenance (preventive and unscheduled) and transport charges from site to manufacture's works and back and for repair/adjustment or replacement at site or any part of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to us.

\_\_\_\_\_  
Signature Of Witness

\_\_\_\_\_  
Signature of Tenderer

NAME AND ADDRESS

NAME AND ADDRESS

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

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

Tel. / Fax No . \_\_\_\_\_

Tel. / Fax No . \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TENDER NO. :** Plg/cs/NETWORK/764

Date: 11/05/2018

Time Schedule

Period required for supply, installation and commissioning at site: -  
\_\_\_\_\_ days.

(BAR CHART / PERT CHART FOR THE PROJECT TO BE SUBMITTED).

Signature of the Tenderer -----

**Schedule 'F'**

**TENDER NO. :** Plg/cs/NETWORK/764

Date: 11/05/2018

Experience Record

Client List: Supply, delivery and installation of similar products:

1. Name of the Client and Address:
2. Contact Telephone No / Fax No:
3. Work Order No. :
4. Details of project / Scope of work:
5. Contract Value:
6. Completion Certificate (Photo copy need to be enclosed)

Information need to be supported by certificates from end customers

Signature of the Tenderer -----

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

Agreement made this day of \_\_\_\_\_ between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called 'Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of one part and \_\_\_\_\_ (hereinafter called the 'the Contractor' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

Whereas the Trustees are desirous that certain work should be undertaken as indicated in the tender document and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witness as follows :

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,
  - a) The said NIT document and the acceptance of the same
  - b) The General Instructions to the offerers
  - c) Special 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.
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 execute the work in conformity in all respects with the provisions of the contract.
4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices at the time and in the manner prescribed by the contract.

In witness whereof the parties hereto 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.

Common Seal of the Board

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

Name.....

Address.....

\_\_\_\_\_

.....

Signed, Sealed and delivered  
at Kolkata in the presence of

Name.....

\_\_\_\_\_

Address.....

Contractor

.....

Jt. Director(P&R)



**FORMAT OF AFFIDAVIT  
On the Rupees Ten Non – Judicial Stamp Paper**

**BEFOR 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 style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust,  
the same should be mentioned in 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 files before the Kolkata Port Trust as per the clause  
no ----- of Tender no-----issued by Kolkata Port Trust in  
respect of the work (the name of the work is to be mentioned)

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

**DEPONENT**

Identified by me

(FORMAT OF INDEMNITY BOND)  
**On the Rupees Fifty Non – Judicial Stamp Paper**

**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 \_\_\_\_\_  
Department, Kolkata Port Trust(A statutory body under MPT Act, 1963).

- 2 WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of \_\_\_\_\_ Department, Kolkata Port Trust against all damages and accident to the Labourer Tenderer/contractor.
- 3 NOW THIS BOND OF INDEMNITY WITHNESSTH THAT the Tenderer/contractor named herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT 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 agree 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**

Signature of the Indemnifier

1 Signature  
Name:-  
Address

2 Signature  
Name:-  
Address

**3 Witness**

Signature  
Name:-  
Address

**TENDER NO. :** Plg/cs/NETWORK/770

Date: 09/05/2018

\*\*\*\*\* Bidders are requested to check the **Check-list** given below while Submitting their offer by ✓ mark or the reason where not applicable.

Sl. No	Document/Proof	(Yes/No )	Reference Document Tag/ Remarks
1	Documentary evidence that the Bidder has an office in Kolkata for effective coordination with KDS, KoPT.		
2	Tender Fee		
3	Schedule "A"/ General Information		
4	Schedule "B"/ EMD		
5	Schedule "D"/ Warranty		
6	Schedule "E"/Time Schedule		
7	Schedule "F"/ Work Order / experience of the firm of similar type of works.		
8	Schedule "G"/ All terms & conditions as per the Tender Document.		
9	Copy of Trade License		
10	Copy of GST Registration Certificate		
11	Copy of PAN Card		
12	Copy NSIC certificate( if any)		
13	Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable.		
14	Power of Attorney /ANNEXURE--A Affidavit of necessary documents in judicial stamp paper		
15	ANNEXURE—B/ Indemnity BOND		
16	Price BID as per Format		
17	DECLARATION REGARDING BAN / DELISTING/ DEBARMENT		
18	DECLARATION REGARDING No Change of Documents		