



**TENDER FOR
ONE-YEAR MAINTENANCE
CONTRACT
OF NETWORKING EQUIPMENTS OF
HALDIA DOCK COMPLEX, KOLKATA
PORT TRUST
AT HALDIA, PURBA MEDINIPUR,
WEST BENGAL, INDIA**

**TENDER NUMBER
AD/007/Computer/CC2/AMC-2019**

**E-TENDER NUMBER
2019_KoPT_502711**

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC-KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC-KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC-KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC-KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC-KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC-KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC-KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC-KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC-KoPT is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC-KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC-KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC-KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.



**KOLKATA PORT TRUST
HALDIA DOCK COMPLEX**

Administration Division, Jawahar Tower Complex,
P.O.: -Haldia Township, Dist.: Purba Medinipur,
PIN: 721607, West Bengal.
FAX: 03224-263152

NOTICE INVITING TENDER (NIT)

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for comprehensive (labour-spare-onsite) maintenance contract of networking equipments installed at Haldia Dock Complex, Kolkata Port Trust at Haldia, Purba Medinipur, West Bengal, India.

The Tender Document may be downloaded from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and www.kolkataporttrust.gov.in. Corrigendum/Addendum/Clarifications, if any, shall also be hosted on <https://eprocure.gov.in/eprocure/app> and www.kolkataporttrust.gov.in.

Further, intending bidders shall submit their bid electronically only through Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>. Bidders are requested to visit the websites frequently.

Senior Deputy Manager (Administration), Haldia Dock Complex, Kolkata Port Trust with office address "Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India, PIN – 721607" shall be the "ENGINEER OF THE CONTRACT".

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Ad/007/Computer/CC2/AMC-2019
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app . The intending bidders are required to submit their offer electronically only through CPPP e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	2019_KoPT_502711
d.	Date of NIT available to parties to download	September 13, 2019
e.	Offline Pre-Bid Meeting starting date & Time	NA

f.	Pre –Bid Meeting closing date & Time		NA
g.	Estimated Cost		INR 2271825/-
h.	i)	Earnest Money Deposit	<p>The intending bidders must deposit of INR 45437/- (Rupees Forty Five Thousand Four Hundred Thirty Seven only) as Earnest Money to Haldia Dock Complex, through DD / Banker Cheque in favour of Kolkata Port Trust of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD/Banker's Cheque should be uploaded along with techno commercial bid.</p> <p>Earnest Money in the form of DD / Banker Cheque to be physically deposited at the office of Senior Deputy Manager, Administration Division, Haldia Dock Complex , Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in a sealed envelope, cover should be duly super scribed with "Earnest Money", tender number and the title of the work and Bidders Name.</p>
	ii)	Bid Document Fee	<p>The intending bidders should deposit INR 590/- (Rupees Five Hundred ninety only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Kolkata Port Trust of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD / Banker's Cheque should be uploaded along with techno commercial bid.</p> <p>Bid Document Fee in the form of DD / Banker Cheque to be physically deposited at the office of Senior Deputy Manager, Administration Division, Haldia Dock Complex , Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in a sealed envelope, cover should be duly super scribed with "Bid Document Fee", tender number and the title of the work and Bidders Name.</p>
i.	Last date of generation of DD / Banker Cheque for EMD & Bid Document fee.		Before submission of online e-tender through https://eprocure.gov.in/eprocure/app
j.	Last date and time of submission / receiving original copy of DD / Banker Cheque as EMD & Bid Document fee.		October 10, 2019 up to 1500 hours
k.	Date of Starting of e-Tender for submission of on line Techno-Commercial		From September 16, 2019, from 0930 hours

	Bid and price Bid at (https://eprocure.gov.in/eprocure/app)	
l.	Date of closing of online e-tender for ' submission of Techno-Commercial Bid & Price Bid.	October 09, 2019 up to 1500 hours
m.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	October 10, 2019 after 1500 hours

IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Contact persons (Haldia Dock Complex):</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1. Ms S Rohhila, Assistant Manager (Systems), Admin Haldia Dock Complex Ph. No. 03224-263281 E-Mail – srohnila.hdc@kolkataporttrust.gov.in</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. Shri J Chaudhury, Assistant Manager (Systems), Admin Haldia Dock Complex, Ph. No. 03224 265419 Email- jayanto.hdc@kolkataporttrust.gov.in</p> </td> </tr> </table> <p>Contact persons (CPPP):</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1. Shri Nazmush, Mob: 9563251950 Email: webhelpdesk@gmail.com</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. 24 x 7 Help Desk Numbers : 0120- 4200 462 / 4001 002 / 4001 005 / 6277 787. (Contact Us tab of CPPP portal)</p> </td> </tr> </table> <p>System Requirement:</p> <p>i) Windows 7 or above Operating System ii) Firefox (version below 50) / Internet Explorer (version 8 or above) browser. iii) Signing type digital signature iv) Java 8 with update 151 or 161.</p> <p>Further, bidders are requested to go through the following information and instructions available on the CPP Portal i.e. https://eprocure.gov.in/eprocure/app before responding to this e-tender.</p> <ul style="list-style-type: none"> • Bidders Manual Kit. • Help for Contractors. • FAQ. 	<p>1. Ms S Rohhila, Assistant Manager (Systems), Admin Haldia Dock Complex Ph. No. 03224-263281 E-Mail – srohnila.hdc@kolkataporttrust.gov.in</p>	<p>2. Shri J Chaudhury, Assistant Manager (Systems), Admin Haldia Dock Complex, Ph. No. 03224 265419 Email- jayanto.hdc@kolkataporttrust.gov.in</p>	<p>1. Shri Nazmush, Mob: 9563251950 Email: webhelpdesk@gmail.com</p>	<p>2. 24 x 7 Help Desk Numbers : 0120- 4200 462 / 4001 002 / 4001 005 / 6277 787. (Contact Us tab of CPPP portal)</p>
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2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC, KoPT. Such bidder(s) will be intimated date of opening of Part II i.e. Price bid through E-Mail.</p>				
3.	<p>In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.</p>				
4.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>				
5.	<p>All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>				
6.	<p>E-tender cannot be accessed after the due date and time mentioned in Schedule of</p>				

	Tender (SOT) or any extension thereof.
7.	Bidding in e-tender:
a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	HDC, KoPT reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any Tenderer confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender /tender document.
8.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.
11.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13.	The bid will be evaluated based on the filled-in technical & commercial formats.
14.	The bidders must read and understand General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender. A declaration in this regard is to be made by the bidder.
15.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
16.	Cost of Tender Document and Earnest Money deposition shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD: (i) Valid NSIC Registration Certificate with list of stores / items / services /works, for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
17.	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.
18.	Due date of submission of tender will not be extended under any situation.

COMMERCIAL TERMS & CONDITIONS

1. ELIGIBILITY CRITERIA

- 1.1** The bidder shall submit evidence that the bidder has successfully executed **similar work** (both order letter and successful execution certificate to be provided) as per the following:
- (1) At least 3 similar works **each** worth not less than INR 908730/- (Rupees Nine Lakh Eight Thousand Seven Hundred Thirty only) over a period of last 7 years ending on 31.08.2019 **or**
- (2) At least 2 similar works **each** worth not less than INR 1135913/- (Rupees Eleven Lakh Thirty Five Thousand Nine Hundred Thirteen only) over a period of last 7 years ending on 31.08.2019 **or**
- (3) At least one similar work worth not less than INR 1817460/- (Rupees Eighteen Lakh Seventeen Thousand Four Hundred Sixty only) over a period of last 7 years ending on 31.08.2019.

NOTE: **Similar work** shall mean having experience in maintaining networking equipment.

- 1.2** The bidder shall submit Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e.2016-17, 2017-18 and 2018-19).
- 1.3** The bidder shall submit average annual financial turnover during the above-mentioned period must be at least INR 681548/- (Rupees Six Lakh Eighty One Thousand Five Hundred Forty Eight only). The information is required to be submitted as per Annexure - X.
- 1.4** The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure - VI in case the bidder is not covered under ESI Act or exempted from it.
- 1.5** The bidder shall submit certified copy of 'Provident Fund Registration Certificate OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure -V in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 1.6** The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard with an evidential document.
- 1.7** The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- 1.8** The bidder shall submit self-certified copy of PAN.

2 SCOPE OF WORK

- 2.1** The successful bidder shall have to provide **comprehensive (Labour/Spare/Onsite)** maintenance service of networking equipments (as per Annexure – I) for a period of one year installed at various offices of Haldia Dock Complex, Kolkata Port Trust at Haldia, Purba Medinipur, West Bengal, India.
- 2.2** The successful bidder shall have to provide support of laid Fiber Optic Cable (6 core MM , 6 Core SM and 24 Core SM) within 22 buildings of HDC including OFC splicing, performance testing and continuity testing up to 4 cases during the period of contract.
- 2.3** The successful bidder shall have to attend, isolate & rectify all fault(s), within 24 (twenty four) hours from the time of lodging of the complaint by the Senior Deputy Manager (Administration), HDC, KoPT or his authorized representative.
- 2.4** The successful bidder shall have to station one Resident Service Engineer (RSE) exclusively for this contract at Haldia during the period of contract. The Service Engineer shall have to address /execute / resolve any / all issue(s) mentioned as per the scope of work.
- 2.5** The successful bidder shall have to keep at least two numbers equivalent or better 24 port 10/100/1000 switch (preferably Juniper / Cisco) and two numbers 700 VA UPS at IT store of HDC as spare to minimize downtime. This is in conjunction with Clause No. 2.2.
- 2.6** If the successful bidder fails to rectify any fault within 24 (twenty four) hours from the time of lodging the complaint, the successful bidder shall be required to pay penalty @INR 1000.00 per day.
- 2.7** In the event of intermittent failures of any unit for more than three times in a month and / or repetitive problems due to improper diagnosis or repair, the unit shall be treated as continuously down.
- 2.8** If any spare part / component / unit is / are not repairable, the same shall have to be replaced with an equivalent or better one by the successful bidder at no extra cost. The assessment of performance of replaced unit / spare shall be the sole decision of Senior Deputy Manager (Administration) or his representative. The bidder must note that reason for malfunctioning of units cannot be attributed to environmental condition.
- 2.9** If the fault is not rectified within the 15 days from the lodging the complaint to the satisfaction of Senior Deputy Manager (Administration) or his authorized representative the contract may be terminated subject to approval of Competent Authority.
- 2.10** The successful bidder shall be required to provide Escalation Matrix with Contact Numbers, contact person & Email Addresses.
- 2.11** Necessary permits for entry into the restricted areas of HDC shall have to be procured by the successful bidder at his own cost and arrangement for the entire contract period.
- 2.12** The successful bidder shall be required to comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central /State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.
- 2.13** The successful bidder shall not assign the contract to any other agency without approval of HDC-KoPT.

3 SPECIAL CONDITIONS OF THE CONTRACT

3.1 Validity of Offer: The tender shall remain open for acceptance for a period of 120 days from the date of opening of the same. If before expiry of this validity period, the bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture at the option of the Trustees / sanctioning Authority.

3.2 Earnest Money:

- a) Bid / Tender submitted without Earnest Money shall be rejected outright without any further reference to the Bidder whatsoever.
- b) Refund of Earnest Money deposited shall be done, subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document, to the unsuccessful bidders, without interest, after selection of "Successful Bidder".
- c) In the case of Successful Bidder, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.
- d) The Earnest Money deposit shall be forfeited if the Bidder submits any forged document(s).
- e) The Earnest Money deposit shall be forfeited as per the other provisions specifically mentioned in this Tender Document.
- f) Earnest Money deposition shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD:
 - i. Valid NSIC Registration Certificate with list of stores / items / services /works, for which registration is issued,
 - ii. Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.

3.3 Price Bid:

- a) Rate must be quoted as per "PRICE SCHEDULE (BOQ Excel Sheet) available in the portal and upload the same as per rule.
- b) Rate must be quoted F.O.R Jawahar Tower, Administration Division at Haldia Township including all charges involved.
- c) Only unit rate must be quoted in the "Schedule of Rates" and this **MUST EXCLUDE** the GST component.

3.4 Evaluation of Techno Commercial Bid:

- a) The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria and tender terms and conditions as laid down in this tender document.
- b) HDC-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, findings, as will be ascertained by HDC-KoPT, shall prevail for the purpose of evaluation.
- c) Mere submission of offer / participation shall not mean that it shall be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

3.5 Clarification during Evaluation Process: To assist in the process of evaluation of Tender, HDC-KoPT may, at its sole discretion, ask any bidder to provide original documents or additional documents/details related with submitted documents or seek clarification in writing from any bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. HDC-KoPT reserves the right to reject any offer, which is non-responsive.

3.6 Evaluation of Price Bid:

- a) The evaluation of the rates will only be made for the techno-commercially qualified bidders. Price Bid opening time and date shall be intimated separately to the techno-commercially qualified bidders.
- b) Evaluation will be made on the lowest (L1) landed price excluding GST quoted among the techno-commercially qualified bids subject to the fulfilment of necessary tender conditions and benefit will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. This quoted rate **MUST NOT** include GST component. **The "Grand Total" value of "Schedule of Rates" shall only be considered to ascertain the lowest bidder.**
- c) When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
- d) If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.
- e) HDC-KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.
- f) As this is an e-Tender, the price bid allows quote to be made in figures only. No provision exists to mention / upload the quote in words. The intending bidder must note that (i) only unit price need to be quoted and (ii) the quote must not include GST component. "Grand Total" shall be calculated automatically by multiplying the unit rate quoted with quantity and this "Grand Total" value shall only be considered for evaluation of lowest bid.
- g) **Considering GST environment, it is mandatory for the bidder to indicate the details, nature and percentage of taxes, levies, statutory charges (as applicable) in the techno-commercial bid as per Annexure - XI.**

3.7 Payment:

- a) Payment shall be made strictly as per the 'Schedule of Rates' of this tender document. No other charges shall be admitted or paid.
- b) The payment to the contractor will be made quarterly after availing service. The contractor shall submit bills (3 copies) after every quarter to the office of the Senior Deputy Manager (Administration), HDC. The payment will be made within 30 days from the date of submission of clear and correct bill along with necessary documents as desired by Senior Deputy Manager (Administration) or his representative.
- c) Payment shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the successful bidder.
- d) The successful bidder shall have to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

- e) The successful bidder shall have to comply with all GST laws, including timely uploading of the bills raised by them on KoPT in their GST return properly.
- f) 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 successful bidder. Any loss of input tax credit to Kolkata Port Trust for the fault of successful bidder shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- g) If any correction in the invoices is required, the same shall be made by the contractor by issuance of Supplementary invoices / debit note / credit note as the case may be.

3.8 Performance Guarantee / Security Deposit:

- a) The successful bidder, at own expense, shall have to keep with HDC-KoPT a fixed Security Deposit amounting to 10% (ten percent) of the Order Value (excluding GST) for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at Haldia OR in the form of Bank Guarantee as per **Annexure - VII** within 30 days from the date of Order Letter. If the successful bidder fails to pay, the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- b) In the event of issuing Bank Guarantee by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
- c) The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the successful bidder.

3.9 Resident Service Engineer (RSE):

- a) The successful bidder shall have to station at least one competent RSE at Haldia during the period of contract. Sufficient tools & spares for attending complaint(s) shall have to be maintained by the successful bidder.
- b) The said RSE shall be posted exclusively for this contract at HDC and cannot be engaged for any other work by the successful bidder. If required, unfurnished accommodation for the RSE may be provided by HDC as per applicable rates. Electricity and water charges shall have to be paid extra at actual.
- c) The successful bidder shall be responsible for arranging transport and mobile phone for the RSE. This facility of mobile phone must be available 24 X7. Under normal circumstances, the RSE shall be required to be present 6 days a week from 0930 hours to 1730 hours. However, if required, RSE shall be required to provide service beyond standard hours specified depending upon the nature of requirement / emergency.
- d) The RSE shall have to resolve any / all issue(s) mentioned in the tender document, without any additional cost. The RSE shall attend all complaints; isolate faults, resolve and report.

3.10 Acceptance of Order Letter:

- a) After finalization of the tender, HDC-KoPT shall issue "Order Letter" to the successful bidder.
- b) Pending execution of Contract Agreement, the "Order Letter" and its acceptance by the successful bidder shall be construed as an Agreement between HDC-KoPT and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder.

3.11 Event of Default Cases: Any one or more of the following will construe the successful bidder's event of default:

- a) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- b) If representation made, or documents / certificates submitted or given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- c) The successful bidder is adjudicated bankrupt or insolvent.
- d) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC-KoPT.
- e) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

3.12 Termination of Contract:

- a) If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract is not being rendered in part / full or is not up to the satisfaction of HDC-KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Senior Deputy Manager (Administration), HDC-KoPT through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC-KoPT and /or legal obligations are not being fulfilled by the successful bidder, Senior Deputy Manager (Administration), HDC-KoPT shall terminate the full or part of the contract after giving 30 days' notice and his decision in the matter shall be final and binding on the successful bidder.
- b) During the termination notice period of 30 days as above, the successful bidder may be asked by HDC-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.
- c) Upon termination of the contract, for any of the reasons indicated above, the Senior Deputy Manager (Administration), HDC-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 from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC-KoPT is entitled to in terms of the other relevant clauses in the contract. HDC-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.
- d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- e) No compensation whatsoever shall be paid by HDC-KoPT to the successful bidder in the event of termination of the contract.

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

3.13 Indemnification:

- a) a) The successful bidder shall indemnify and keep indemnified HDC-KoPT and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the successful bidder in due performance of his/their obligation under this contract.
- b) b) The successful bidder shall indemnify HDC-KoPT from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC-KoPT. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.
- c) c) In case the bidder/s are not covered under the ESI Act, they must additionally indemnify HDC, KoPT in a Non-Judicial Stamp Paper, against all damages and accident occurring to his personnel. For this purpose the successful bidder shall be required to submit Indemnity Bond as per Annexure -IX.

3.14 Contract Agreement: The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at INR 100.00 or more signed jointly with HDC-KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the agreement shall be as per Annexure- VIII.

3.15 Force Majeure: Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc. (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- c) An act of war, riot etc.
- d) Industry wide or Statewide strikes or industrial actions.
- e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying /operating the equipment under the provisions of the contract.

3.15.1 Notice of Force Majeure Event:

- a) The Contractor shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b) The notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,

- (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
- (iii) the measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and
- (iv) any other relevant information.

3.15.2 Period of Force Majeure: Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- a) expiry of the period during which the Contractor is excused from performance of its obligations

OR

- b) termination of the contract,

3.15.3 Performance Excused: The Contractor 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 considered reasonable by KoPT consequent to the Force Majeure Event.

3.15.4 Resumption of Performance: During the period of Force Majeure, the Contractor 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 Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.

3.15.5 Extension of time for performance of obligations: KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

3.15.6 Effect of Force Majeure Event: If the period of Force Majeure continues or is in the reasonable judgement of the parties is 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 terms.

3.16 Workmen Compensation: The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

3.17 Personal Protective Equipment (PPE): Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply/or any service at HDC's premises.

3.18 Dispute Resolution:

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 Deputy Chairman, HDC-KoPT shall be final and binding upon all parties.

3.19 Priority of documents:

- a) 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, who shall there upon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.

- b) 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:
1. Order Letter
 2. Scope of Work & Payment Terms
 3. Special Conditions of the Contract
 4. General Conditions of Contract
 5. Schedule of Rates
 6. Instructions to Bidder
 7. Any other document(s) forming part of the Contract

3.20 Change in law:

- a) Any new statutory levies, taxes, duties, cess etc. imposed by the Central/ State/ local authorities by way of fresh notification subsequent to the issue of work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.
- b) Any additional cost of benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

3.21 Confidentiality of Information: All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Contract Period.

3.22 Expiry of Contract with efflux of Time:

- a) Upon expiry of the contract with efflux of time, if any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.
- b) No compensation shall be paid by KoPT to the Contractor on expiry of the contract.

3.23 Illegality: 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.

3.24 Amendment in Contract Provisions: 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 Govt. of India and law of the land on the subject.

3.25 Risk Purchase: In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (Administration), the work may be ordered to be completed by some other agency

at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (Administration) or, his representative. In case of risk purchase, extra cost will be borne by the supplier (successful tenderer).

3.26 Banned or De - Listed Contractors: Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer.

3.27 Jurisdiction of Court: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at www.kolkataporttrust.gov.in. (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

DOCUMENTS TO BE UPLOADED

(Documents to be downloaded, filled up, signed, scanned and uploaded)

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected: -

<p>1. The bidder shall submit evidence that the bidder has successfully executed similar work (both order letter and successful execution certificate to be provided) as per the following: (1) At least 3 similar works each worth not less than INR 908730/- (Rupees Nine Lakh Eight Thousand Seven Hundred Thirty only) over a period of last 7 years ending on 31.08.2019 or (2) At least 2 similar works each worth not less than INR 1135913/- (Rupees Eleven Lakh Thirty Five Thousand Nine Hundred Thirteen only) over a period of last 7 years ending on 31.08.2019 or (3) At least one similar work worth not less than INR 1817460/- (Rupees Eighteen Lakh Seventeen Thousand Four Hundred Sixty only) over a period of last 7 years ending on 31.08.2019. NOTE: Similar work shall mean having experience in maintaining networking equipment.</p>
<p>2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e.2016-17, 2017-18 and 2018-19).</p>
<p>3. Average annual financial turnover during the above-mentioned period must be at least INR 681548/- (Rupees Six Lakh Eighty One Thousand Five Hundred Forty Eight only). The information is required to be submitted as per Annexure - X.</p>
<p>4. Submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per Annexure – VI in case the Bidder is not covered under ESI Act or exempted from it.</p>
<p>5. Submit certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per Annexure – V in case the Bidder is not covered under Provident Fund Act or exempted from it.</p>
<p>6. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.</p>
<p>7. Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).</p>
<p>8. Self-certified copy of PAN.</p>
<p>9. Power of Attorney as per Annexure - IV.</p>
<p>10. Profile of Bidder as Annexure - III.</p>
<p>11. Declaration by the bidder as per Annexure - II.</p>
<p>12. Considering GST environment, the bidder shall have to submit information regarding nature and percentage of taxes, levies, statutory charges (as applicable) as per scope of work and as per Annexure – XI.</p>
<p>13. Escalation Matrix with Contact Numbers, contact person & Email Addresses.</p>
<p>14. The bidder shall have to submit the following documents if applicable: (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.</p>

SAMPLE SCHEDULE OF RATES

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

SI No.	Description	Quoted Amount in INR (In figure)
1	Comprehensive (Labour / Spare / Onsite) maintenance service of networking equipments (as per Annexure – I) for a period of one year installed at various offices of Haldia Dock Complex, Kolkata Port Trust at Haldia, as per scope of work of the tender document bearing number AD/007/Computer/CC2/AMC-2019.	BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE

IMPORTANT: THE BIDDER MUST NOTE THAT UNIT PRICE IS TO BE QUOTED WITHOUT GST. GST SHALL BE PAYABLE EXTRA AS APPLICABLE.

LIST OF NETWORKING ITEMS

<u>SL.NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UOM</u>	<u>QUANTITY</u>
1	Juniper Ex 4500 - 24-port 1/10G SFP+ L3 switch along with PS and other accessories and licenses	Nos.	3
2	Juniper Ex 4200 - 24-port 10/100/1000BaseT stackable switch with all accessories and licenses	Nos.	43
3	Juniper - SFP 1000Base-LX Gigabit Ethernet Optics, 1310nm for 10 km transmission on SMF	Nos.	28
4	Juniper - 100Base-FX Fast Ethernet Optics, 1310nm for 2 km transmission on MM Fiber	Nos.	10
5	Juniper - SFP 1000Base-T 10/100/1000 Copper Transceiver Module for up to 100m transmission on Cat 5	Nos.	15
6	APC – 700 VA Line Interactive UPS with 30 Minutes Battery Backup	Nos.	46
7	Optical Fiber Patch Cord, SM, SC to LC- Duplex, 9.2/125 micron SM fiber, SC connector at one end and LC connector on other end, with factory mount connector at both end with length of 3 mtrs.	Nos.	28
8	Optical Fiber Patch Cord, SM, SC to SC- Duplex, 9.2/125 micron SM fiber, SC connector at both end, with factory mount ceramic connector at both end with length of 3 meter	Nos.	2
9	Optical Fiber Patch Cord , MM, SC to LC - 3 meter	Nos.	10
10	Rack mount LIU loaded with 24 core SC/LC Pigtails	Nos.	19
11	OFC splicing minimum 8 splicing (4 cases) per year including all consumables and services.	cases	8
12	Performance testing and continuity testing of the spliced fiber optic cable within 22 Nos. buildings of HDC up to 4 cases per year.	cases	4

DECLARATION BY THE BIDDER

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We **accept** all the terms & conditions of the Tender Document **(AD/007/Computer/CC2/AMC-2019)**.
3. I / We have deposited requisite Earnest Money for the tender (if applicable).
4. I / We have submitted copies of the required documents as mentioned at "DOCUMENTS TO BE UP LOADED" of the Tender Document.
5. I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.
6. My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

Signature of the bidder with office seal

Witness:-

Sl. No.	Name	Address	Signature
1			
2			

FORMAT OF PROFILE OF THE BIDDER

1. (a) Name of the Bidder:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any in India:
(d) Date of incorporation and commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with KoPT.
 - (a) Name :
 - (b) Designation :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :

4. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Address :
 - Telephone No. :
(Land & Mobile)
 - Email Address :
 - Fax No. :

.....
Signature of Bidder / Power of Attorney Holders
Name:
Designation:
Date :
Seal :

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least ₹10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person], residing at _____ [Address of the person], acting as _____ [Designation of the person and name of the firm], and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer] to sign the tender [(Tender No.and (Tender subject- "....."))] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____(Name of the Tenderer)

(Signature with Office Seal)

Date: -

Name :-

Place:

Designation :-

On ₹ 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1ST 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/Director _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. _____ of the Tender vide 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 ₹ 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST 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/Director _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (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 vide 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:

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth ₹50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Calcutta,

BANK GUARANTEE NO DATE

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs, a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees). We, Branch, Calcutta / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Calcutta / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, (Name of the Bank), Branch, Calcutta / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Branch, Calcutta / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Branch, Calcutta
..... / Haldia, further agree that a mere demand by the Trustees at
anytime and in the manner aforesaid, is sufficient for us,
..... Branch, Calcutta
..... / Haldia, to pay the amount covered by this Bank Guarantee
in full and in the manner aforesaid and within the time aforesaid without reference to the
contractor and no protest by the contractor, made either directly or indirectly or through Court,
can be valid ground for us, Branch, Calcutta
..... / Haldia, to decline or fail or neglect to make payment to the Trustees in
the manner and within the time aforesaid.

3. We, Branch, Calcutta
..... / Haldia, further agree that the Bank Guarantee herein contained
shall remain in full force and effect, during the period that is taken for the due performance of the
said contract by the contractor and that it shall continue to be enforceable till all the dues of the
Trustees under and / or by virtue of the terms and conditions of the said contract have been fully
paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms
and conditions of the said contract have been fully and properly observed/ fulfilled by the
contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however,
that this guarantee shall remain valid upto and inclusive of day of 20
..... and subject all so that the provision that the Trustees shall have no right to
demand payment against this guarantee after the expiry of 6 (six) calendar months from the
expiry of the aforesaid validity period upto or any extension thereof made by
us Branch, Calcutta /
Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp
Paper of appropriate value, as required/determined by the Trustees, only on a written request by
the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Calcutta
..... / Haldia, further agree that, without our consent and without
affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to
vary from time to time any of the terms and conditions of the said contract to extend the time for
full performance of the said contract including fulfilling all obligations under the said contract or to
extend the time for full performance of the said contract including fulfilling all obligations under the
said contract by the contractor or to postpone for any time or from time to time any of the powers
exercisable by the Trustees against the contractor and to forebear or enforce any of terms and
conditions relating to the said contract and We,
Branch, Calcutta / Haldia, shall not be relieved from our liability
by reason of any such variation or extension being granted to the contractor or for any fore-
bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the
contractor or by any such matter or thing of whatsoever nature, which under the law relating to
sureties would, but for this provision, have effect of so relieving us,
..... Branch, Calcutta /
Haldia.

5. We, Branch, Calcutta
..... / Haldia, lastly undertake not to revoke this Bank Guarantee
during its currency except with the previous consent of the Trustees in writing.

SIGNATURE
NAME
DESIGNATION
(Duly constituted attorney for and on behalf of)

BANK
BRANCH
CALCUTTA / HALDIA
(OFFICIAL SEAL OF THE BANK)

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA
FORM OF AGREEMENT

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust 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 the one part and (hereinafter called "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 Works should be executed/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, 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 Tender/Offer & the acceptance of Tender/ Offer.
 - b. The Drawings.
 - c. The General Conditions Of Contract.
 - d. Special Conditions Of Contract (If any).
 - e. The Conditions Of Tender.
 - f. The Specifications.
 - g. The Bill Of Quantities.
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. All correspondences 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 covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have set their respective hands and seals) the day and year first above written.

The Seal of _____ was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name: - _____

Address:- _____

The Common Seal of the Trustees was hereunto affixed in the presence of:

Name: - _____

Address:- _____

On ₹100/- (Rupees Hundred) Non-judicial Stamp Paper

Indemnity Bond

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----
-----, residing at -----
-----, by occupation -----, the Partner/Proprietor/Director of the
Firm -----, having it's office at-----,
am a tenderer under Kolkata Port Trust (A Statutory Body under the MPT Act, 1993).

2. WHEREAS, the said Kolkata Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour of KolkataPort trust against all damages and accidents to the labourer of the 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 Tender No.----- dated-----.

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director of the Firm
-----, hereto set and seal this the ----- day of-----
-----.

FORMAT OF FINANCIAL CAPABILITY

Details of Financial Capability of the Bidder

Name of Bidder	Net Worth	Net Cash Accruals			Annual Financial Turn Over
	Year-1	Year-1	Year-2	Year-3	Average on last 3 years

Instructions:

1. The Tenderer should submit its details in the appropriate column.
2. Net Cash Accruals= (Profit After Tax + Depreciation + Non-cash expenses)–(Dividend +Tax on Dividend, if any + non-recurring profit)
3. Net Worth= (Subscribed and Paid-up Equity + Reserve)–(revaluation reserves+ Miscellaneous expenditure not written off+ depreciation not provided for)
4. Year1willbethe latest year for which audited financial statements are available. Year 2 shall be the year before Year1 and Year3 shall be the Year before Year2.

Signature of Bidder/Power of Attorney Holder: Name:

Designation:

Date:

Seal :

CERTIFIEDBY

Name of Chartered Accountant Firm:

Registration No. & other details:

Name of the Signatory:

Signature:

Designation:

Date:

Seal:

GST DETAILS

Sl. No.	Item Description	SGST (In %) (In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
1	Comprehensive (Labour/Spare/Onsite) maintenance service of networking equipments (as per Annexure – I) for a period of one year installed at various offices of Haldia Dock Complex, Kolkata Port Trust at Haldia, as per scope of work of the tender document bearing number AD/007/Computer/CC2/AMC-2019.			

CERTIFIED BY

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date:

Seal: