

ADMN/CABLE TV/2020-23

**HALDIA DOCK COMPLEX
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**



TENDER FOR

**INSTALLATION, OPERATION, BROADCASTING
AND COMPREHENSIVE MAINTENANCE OF
CABLE TV NETWORK SYSTEM FOR A PERIOD
OF 3 YEARS AT UNDER
HALDIA DOCK COMPLEX**

**TENDER No.
ADMN/CABLE TV/2020-23**

**E-TENDER No.
2020_KoPT_568848_1**

ADMINISTRATION DIVISION

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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), Syama Prasad Mookerjee Port, Kolkata (SMP,Kolkata) 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, SMP, Kolkata 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, SMP, Kolkata in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, SMP, Kolkata, 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 Tenderer 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, SMP, Kolkata 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, SMP, Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, SMP, Kolkata, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer 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, SMP, Kolkata also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Tenderer upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, SMP, Kolkata 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, SMP, Kolkata is bound to select a Tenderer or to appoint the Selected bidder, as the case may be, for the project and HDC, SMP, Kolkata 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, SMP, Kolkata or any other costs incurred in connection with or relating to its Bid/ Tender. All such costs and expenses will remain with the Tenderer and HDC, SMP, Kolkata shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

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

SCHEDULE OF TENDER (SOT)

E-Tender under single stage two-part system (Techno-Commercial Bid and Price Bid) are invited from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“INSTALATION, OPERATION, BROADCASTING AND COMPREHENSIVE MAINTENANCE OF CABLE TV NETWORK SYSTEM FOR A PERIOD OF 3 YEARS AT HALDIA TOWNSHIP OF HALDIA DOCK COMPLEX”** as per Bill of Quantities to Haldia Dock Complex. Bid Document may be seen from SMP, Kolkata website (www.kolkataporttrust.gov.in). Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. Bidders will have to participate in bidding process through website <https://eprocure.gov.in/eprocure/app> only.

a. TENDER NO.	ADMN/CABLE TV/2020
b. MODE OF TENDER	e-tendering System
c. E-Tender No.	2020_KoPT_568848_1
d. Date of NIT available to parties to download	03.07.2020
e. i) Estimated Cost Of Work	Rs. 31.50 Lakhs. [Rupees Thirty one lakhs Fifty thousand only]
ii) Bid Document fee	The intending bidders should submit Bid Document Fee of INR Rs1770/- (Rupees One Thousand Seven Hundred Seventy only) including 18% GST
iii) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR Rs63,000/ (Rupees Sixty three thousand only).
f. Pre-bid conference:	10.07.2020 at 1500 Hrs.
g. Last date of submission of EMD & Bid Document fee.	23.07.2020 upto 1500 Hrs.
h. Date of starting of online e-tender for submission of Techno-Commercial Bid & Price Bid.	16.07.2020
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price	23.07.2020 (Up to 3:00 P.M.)
j. Date & time of opening of the subject tender	24.07.2020 (After 3:00 P.M.)

OTHER INSTRUCTIONS FOR BIDDERS:-

1. E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.
2. Details of the Tender Documents and Notification of any Addendum / Corrigendum to the tender documents are available in web site from SMP, Kolkata website (www.kolkataporttrust.gov.in) and have to participate in bidding process through their website <https://eprocure.gov.in/eprocure/app> only.
3. E-Tender Document shall neither be issued by post nor sold.
4. E-Tenderers are not permitted to alter/change/delete/modify any clause of the tender document down loaded from the website. If any deviation / discrepancy is found after submission of tender, the submitted offer will be summarily rejected.
5. Bidders shall submit the Bid Document as stipulated in the “Instructions To Bidders” of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.
6. The successful tenderer will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.
7. E-Tenderers will be received through <https://eprocure.gov.in/eprocure/app> up to 15:00 hrs. on the last date of submission and opening of tender specified above.
8. Techno Commercial Part of the e-Tender will be opened shortly after 3.30 p.m. on the stipulated date.
9. Price Part of only technically & commercially qualified bidders will be opened at a later date under due intimation to all concerned.
10. In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
11. It is stated here that the subject tender may not be extended further.
12. Syama Prasad Mookerjee Port, Kolkata reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

Important instructions for E-procurement

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex):

1. C. Chatterjee, Sr. Dy. Manager (Admin.), M: 9434083699, email: cchatterjee.hdc@kolkataporttrust.gov.in
2. S. S. Pandit, Sr. Dy. Manager (Admin.), M: 9434054122, email: sspandit.hdc@kolkataporttrust.gov.in

1	<p>Process of E-tender :</p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://eprocure.gov.in</p> <p>Vendors are required to register themselves online with https://eprocure.gov.in/eprocure/app</p> <p>Contact person (Haldia Dock Complex):</p> <ol style="list-style-type: none"> 1. Sri. S.S.Pandit Sr. Dy. Manager (Admin.) Haldia Dock Complex Ph. No. 03224 255161 sspandit.hdc@kolkataporttrust.gov.in Mb. No. 9434054122 <p><u>Contact persons (CPP Portal):</u></p> <ol style="list-style-type: none"> 1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com See CPP Portal for Contact details.
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app Tenders will be opened electronically on specified date and time as given in the Tender.</p>

3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://eprocure.gov.in/eprocure/app . Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> a) Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid online in the e-tender. Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid. c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. c) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. d) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. e) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply. f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. g) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. h) No deviation of the terms and conditions of the tender document is acceptable. i) Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page https://eprocure.gov.in/eprocure/app to familiarize them with the system before bidding.

11	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
12	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addendum, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addendum" A declaration in this regard is to be made by the bidder.
16	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 along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
17	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated
18	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.
19	Copy of valid NSIC Certificate for MSEs or DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
20	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
21	Due date of submission of tender will not be extended under any situation.

1. **DEFINATION:**

- 1.1 The following expressions shall have the meaning specified against the respective item wherever used in the documents, unless repugnant to the context and meaning thereof.

The term “**HDC**” shall mean Haldia Dock Complex, having their office at “Jawahar Tower” Haldia Township, Haldia and the

“**TENDERER**” shall mean person, firm or company submitting an offer against the NIT and shall include his legal representative/heirs.

“**CONTRACTOR**” shall mean the person, firm or company with whom a contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person, person(s), firm or Company.

“**Joint Entertainment Committee**” (**JEC**) shall mean the Executive Officers/members of Joint Entertainment Committee authorized by HDC to deal with all matters including processing of bill and payment thereof with the successful contractor after finalization of the Tender.

The term “**CONTRACT**” shall mean and include the agreement or work order, the accepted schedule of rates, the general conditions governing the contract, the special condition of contract, the specifications and tender forms.

“**Free to air channel**” or “**Free-to-air television channel**” means a channel for which no license fee is to be paid by a distributor of TV channel to the broadcaster for distribution of such channel to the subscriber;

“**a-la-carte**” or “**a-la-carte channel**” with reference to offering of a television channel means offering the channel individually on a standalone basis;

“**Bouquet**” or “**bouquet of channels**” means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.

“**Broadcaster**” means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Government, provides programming services.

“**Broadcasting services**” means the dissemination of any form of communication such as signs, signals, writing, pictures, images and sounds of all kinds by transmission through space or through cables intended to be received by the

subscribers and all its grammatical variations and cognate expressions shall be construed accordingly.

“**Cable service**” means the transmission of programmes including re-transmission of signals of television channels through cables;

“**Cable television network**” or “**Cable TV network**” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;

“**maximum retail price**” or “**MRP**” with reference to a-la-carte channel or bouquet of channels means the maximum price, excluding taxes, payable by a subscriber for that a-lacarte channel or bouquet of channels, declared by the broadcaster;

“**pay channel**” means a channel which is declared as such by the broadcaster and for which license fee is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be taken from the broadcaster for distribution of such channel to subscribers;

“**Television channel**” means a channel, which has been granted permission by the Government of India under the policy guidelines issued or amended by it from time to time and reference to the term ‘channel’ shall be construed as a reference to “television channel” following Cable Television Networks (Regulation) Act, 1995 and any amendment to the Act/Regulation/Guideline thereof.

2. BACKGROUND:

- 2.1 Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) located at Haldia, West Bengal is one of the Major Port in the east coast of India under the Ministry of Shipping, Government of India. Syama Prasad Mookerjee Port, Kolkata has its head office at Kolkata. Haldia Dock Complex has its offices at Haldia.
- 2.2 Haldia Dock Complex intends to engage a suitable experienced, bonafied, reliable agency for installation, operation, and comprehensive maintenance of Cable TV network system for broadcasting minimum 100 Free to Air Channels and also Paid Channels for a period of 3 years at Haldia Township, Chiranjibpur Township of Haldia Dock Complex or any other locations suggested by the Haldia Dock Complex.
- 2.3 For this purpose, E-Tender under single stage two-part system (Techno-Commercial Bid and Price Bid) are invited online for selecting suitable agency for installation, operation and comprehensive maintenance of Cable TV network system for broadcasting minimum 100 Free to Air Channels and also Paid Channels for a period of 3 years at Haldia Township, Chiranjibpur Township of Haldia Dock Complex or any other locations suggested by the Haldia Dock Complex

3. SCOPE OF WORK:

The Scope of Work comprises the following:

- 3.1 Supply, installation, operation, broadcasting and comprehensive maintenance of Cable TV network system including laying of Cables and its maintenance for broadcasting minimum 100 Free to Air Channels and also Paid Channels for a period of 3 years to all connections at Haldia Township, Chiranjibpur Township of Haldia Dock Complex or any other locations suggested by the Haldia Dock Complex within the jurisdiction of Port.

If any subscriber(s) wants to enjoy only free to air channels (not required to enjoy for pay channels), successful tenderer shall have to provide only free to air channels to the particular subscriber(s) without knocking every month to the successful bidder.

If HDC, SMP, Kolkata wants more than 100 free to air channel for the subscriber through the existing contract from the successful tenderer, the said rate would be applicable as per the rates specified by the Government of India keeping with other terms and conditions unchanged.

- 3.2 Broadcasting uninterrupted Cable TV service through the Cable TV network system with proper / adequate signals, clarity of picture and sound for the all Free to Air channels and also all pay channels to all the connections.
- 3.3 Supply and installation of new standard quality Set-Top-Box (STB) may be supplied by the successful contractor at the time of initial connection on request basis by the individual subscribers subject to the demand of individual subscriber. Cost of the Set Top Box and or any other mode of supply and or subsequent maintenance/damage/fault etc. shall have to be exclusively deal between the successful bidders and the subscribers.

4. ELIGIBILITY CRITERIA

- 4.1 Experience of having successfully similar completed work of execution for the similar job during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -

(i) Must have 01 (One) Work Order for "Similar Work" of operating minimum 560Connections to the subscribers/users in the Offices/Housing Complex or residential locality of Govt./Semi-Govt./PSUs/ Private sector organization and should have ring network with auto switching facility to have minimum down time

OR

(ii) Must have 02 (Two) Work Orders for each "Similar Work" of operating minimum 350 Connections to the subscribers/users each in the Offices/Housing Complex or residential locality of Govt./Semi-Govt./PSUs/ Private sector organization and should have ring network with auto switching

facility to have minimum down time.

OR

- (iii)** *Must have 3 (Three) Work Orders for each "Similar Work" of operating minimum 280 Connections to the subscribers/users in the Offices/Housing Complex or residential locality of Govt./Semi-Govt./PSUs/ Private sector organization and should have ring network with auto switching facility to have minimum down time.*

Note: Work experience, as a sub-contractor or associate shall not be considered as the requisite qualification.

The term "Similar Work" shall be in relation to Installation, operation and comprehensive maintenance of Cable TV network system for broadcasting Free to Air Channels and also Paid Channels or to the subscribes/users of Offices/Housing Complex or residential locality of Govt./Semi-Govt./PSUs/ Private.

The term "**Similar Completed work(s)**" means the Similar Work as define above executed / completed by the tenderer as per the terms of the work order / contract.

Note: In case of on-going work/contract which has not been completed in totality, the value of the similar work to the extent completed by the tenderer will also be taken as completed works subject to furnishing of a certificate by the beneficiary containing the completed value of the work and that the same has been done by the tenderer satisfactorily

4.2 Essential Financial Capacity:

Average Annual financial turnover during the last 3 years, ending 31st March' 2020, should be at least Rs. 9, 45,000/-.

5. GENERAL INSTRUCTIONS TO THE TENDERERS

5.1 PREPARATION AND SUBMISSION OF TENDER

The tender must be submitted in the name of purchaser of the tender document itself.

5.1.1 Language:

The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

- a) **PART - I: “Techno-commercial Bid”** should contain the following: -
- (i) The tender completed in all respects including properly filled in and duly signed with seal alongwith the documents as mentioned in **Annexure-II** necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering process as detailed in **Annexure-I**.
 - (ii) The **‘Techno-Commercial Bid’** shall contain only the Techno- Commercial Part of this tender document and without price part.
 - (iii) The tenderer shall submit a Power of Attorney as per format given at **Appendix-IA**, authorizing the signatory of the tenderer to commit the tender.
 - (iv) The tenderer shall submit the percentage (%) of applicable GST as per format at **Appendix-III**.
- b) **PART - II:** The **‘Price Bid’** shall contain **‘Schedule of Rates’** duly filled by the tenderer. It is to be noted that the **‘Price Bid’** shall contain price only and no conditions whatsoever. Any condition imposed in ‘Price Bid’ shall make the bid liable for outright rejection.
- (i) **‘Price Bid’** is to be submitted online through e-tendering process as detailed in Annexure-VIII. No alternative mode of Price offer shall be accepted.
 - (ii) The tenderers are required to quote monthly rate for per UNIT (per Connection) for running uninterrupted broadcasting of minimum 100 Free to Air Channels exclusive of GST component as per the Scope of Work at Clause-2 and other terms & conditions of the tender document.
 - (iii) The tenderer shall quote rates below or equal to Rs.130 per connection per Month under under Column-2 of **‘Price Bid’** as per format given under Appendix-VIII.
 - (iv) In case of a tenderer does not quote any rate or quote more than Rs.130 per connection per Month under Cloumn-2, the respective offer will be treated as non- responsive and will be rejected.
 - (v) The **‘Price Bid’** of only Techno-Commercially qualified bidders will be opened on a scheduled date as mentioned in Schedule of Tender (SOT).
- 5.1.2 The tenderer shall be deemed to have carefully examined and fully understood the provisions of the tender including Scope of Work, General Instructions to Tenderers, and the Special Conditions of the Contract and Trustees’ General Conditions of Contract etc.

5.2 SITE INSPECTION:

- (i) Before submitting the e-tender, the tenderer is advised to carry out inspection of area for installation, operation, broadcasting and comprehensive maintenance of Cable TV Network System at Haldia Dock Complex to get fully acquainted with the location etc. Once a tender is submitted by a tenderer, he shall be deemed to have fully acquainted himself with the aspects of the tender, scope of work, etc. and he shall not be entitled to raise any claims or deviate from the tender conditions for any reasons whatsoever.
- (ii) Site visit shall be held at after Pre Bid meeting. Interested Tenders may participate, if they so desire. Cost or expense incurred by the tenderer for inspection of site or any preparatory activities for submission of tender will not be reimbursed by HDC, SMP, Kolkata.

5.3 EARNEST MONEY AND TENDER DOCUMENT COST:

- (i) The tenderer shall submit following amount of Earnest Money and Tender Document cost in two separate Demand Draft issued by any scheduled bank drawn in favour of "Haldia Dock Complex, Kolkata Port Trust," payable at Haldia before opening of the tender, as specified in the Tender Document:

Description	Amount in Rs.	Amount in word
Earnest Money	63,000/-	Rupees Sixty three Thousand only
Tender document cost	1770/-	Rupees One Thousand Seven Hundred and Seventy only

- (ii) Earnest Money and Tender Document Fee is to be physically submitted at the office of Tendering Authority, Sr. Dy. Manager (Admin.) at Jawhar Tower, Connector Building, Administration Division, 2nd floor, Haldia Township, Pin: 721607, separately in a two separate sealed envelope, mentioning Tender no. with proper marking.
- (iii) Tender submitted without Earnest Money & tender document cost shall be rejected outright without any reference to the Tender whatsoever.

5.4 REFUND OF EARNEST MONEY:

- 5.4.1 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**".
- 5.4.2 In case of successful Bidder, this amount may be adjusted against the Security Deposit. In case the successful bidder submits Security Deposit as Bank Guarantee, the Earnest Money will be refunded without interest after acceptance of the Bank Guarantee by HDC SMP, Kolkata as per the tender.

5.4.3 The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1500 hrs. on 23/07/2020** or any extension thereof and expiration of the validity period of the offer including extension thereof.

5.4.4 The Earnest Money shall be forfeited if the Tenderer submits any forged document(s).

5.4.5 The Earnest Money will also be forfeited as per other provisions, specifically mentioned in this Tender Document.

5.4.6 Earnest Money submission will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.

5.5 PRICE BID:

- (i) Rate shall have to be quoted online as per '**Schedule of Rates**' [Format given under Annexure-VIII].
- (ii) The tenderers are required to quote amount (excluding GST) for services mentioned at **Column-1** of "**Schedule of Rates**" (**Price Bid**) as per format given under Annexure-VIII. In case of a tenderer does not quote any rate under **Column-2**, the respective offer will be treated as non-responsive and will be rejected.

5.6 DUE DATE AND TIME FOR SUBMISSION AND OPENING OF OFFER:

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia DockComplex, Jawahar Tower Complex, P.O. Haldia Township, Dist.: Purba Medinipur, Pin.721607, through CPPP (<https://eprocure.gov.in/eprocure/app>), not later than 1500 hrs. on 23.07.2020 after which time and date, no offer shall be accepted.
- (ii) HDC, SMP, Kolkata may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.
- (iii) The **Part – I: 'Techno-Commercial Bid'** of the tender shall be opened electronically at 1500 hrs. on 24.07.2020. Tenderers or their authorized representatives may witness the said electronic opening of Tender.
- (iv) The **Part – II: 'Price Bid'** of only those tenderers who are techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

5.7 SUBSTITUTION, WITHDRAWAL OF TENDER:

The tenderer may substitute or withdraw its offer after submission, before the

Due Date and time of submission of offer i.e. 1500 hrs. on 23.07.2020 or any extension thereof as per the provision of the tender documents. No offer shall be substituted or withdrawn by the tenderer after the Due Date and time of submission of offer or any extension thereof.

5.8 AMENDMENT OF TENDER DOCUMENT:

- (i) At any time prior to the Due Date for Submission of Tender, HDC ,SMP, Kolkata may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the Pre Bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of SMP, Kolkata (www.kolkataporttrust.gov.in) and also in the website of e-procurement portal: <https://eprocure.gov.in/>.
- (ii) In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, SMP, Kolkata may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of SMP, Kolkata (www.kolkataporttrust.gov.in) & in the website of e-procurement portal: <https://eprocure.gov.in/>.

5.9 VALIDITY OF OFFER:

- (i) The tender including Price Bid shall remain open for acceptance for a period of **90 days** from the date of opening of Techno-commercial Offer. If, before expiry of this validity period, the tenderer 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.
- (ii) Prior to expiry of the original tender validity period, HDC, SMP, Kolkata may request bidders to extend the validity for a specified period.

5.10 ACCEPTANCE OF ORDER LETTER:

- 5.10.1 After finalization of the tender, HDC, SMP, Kolkata shall issue Order Letter to the successful bidder.
- 5.10.2 The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 15 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money.
- 5.10.3 Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, SMP, Kolkata and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- 5.10.4 All costs, charges and expenses etc. to be incurred in connection with Contract Agreement / Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

6. EVALUATION CRITERIA:

6.1 Tests of Responsiveness:

6.1.1 Prior to evaluation of Techno Commercial Bid of the tender, HDC, SMP, Kolkata will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tenderer:

- i) Is submitted within the due date including extension period, if any.
- ii) Is signed, sealed and marked as stipulated in the tender document.
- iii) Contains all the information as requested in the tender document.
- iv) Contains information in Formats as specified in this tender document.
- v) Does not show inconsistencies between the offer and the supporting documents.
- vi) It does not contain any condition or qualification
- vii) Is accompanied by Certificates/ documents demonstrating Technical & Financial Capacity as well as the documents mentioned as at Annexure - I.

6.1.2 Following documents for meeting the Technical & Financial Eligibility Criteria as per Clause – 4.1 & 4.2 of the tender document should be submitted by the tenderer along with the offer as mentioned in the **Annexure-VI**.

- (i) Copies of Work Order(s) and Work Execution Certificate of successfully completed works/ contracts demonstrating essential technical capacity of the tenderer as per Clause-4.1 of the tender document.

Note:The work execution certificate must contain the following information such as i) Work Order number, ii) Period of contract iii) Actual Payment made for the supply/ works concerned. The details of Technical Capacity of the applicants to be filled up as per format given at **Annexure-VI**.

- (ii) Copies of Annual accounts, Audited Balance Sheet and Profit & Loss Account for last three financial year ending 31.03.2020.

Or

Income Tax Return (ITR) for last three financial years (2017-18, 2018-19, 2019-2020) ending 31.03.2020.

- (iii) Copy of upto date Professional Tax Payment Challan for the tenderer and his employees.
- (iii) Copy of valid Cable TV license/Registration certificate obtained from the appropriate Authority/Competent Authority of Central/State Govt.
- (iv) Copy of valid Trade License for carrying out Cable TV network service.
- (v) Copy of certificate from R.P.F.C. and E.S.I.C. including respective Code No(s) if applicable.
- (vi) Certified copy of Memorandum of Association, in case the tenderer is a company.
- (vii) Partnership deed (duly attested) in case the tenderer is a partnership firm.

- (viii) Valid company Incorporation certificate.
- (ix) Copy of GST registration certificate.
- (x) Copy of PAN.

6.2 Evaluation for Techno – Commercial Bid:

6.2.2 The techno commercial offer found responsive will be evaluated on the basis of the Eligibility Criteria, document submitted by the tenderer and also on the basis of following details:

6.2.2.1 The tenderer must have Technical Capacity as stipulated at **Clause-4.1** of this Tender Document.

6.2.2.2 The tenderer must have Financial Capacity as stipulated at **Clause-4.2** of this Tender Document.

6.2.3 HDC, SMP, Kolkata reserves the right to get the financial capability of the tenderer verified from the Annual Accounts of the Tenderer (to be submitted along with Techno-Commercial Bid) and in case any discrepancy is found, findings, as will be ascertained by HDC, SMP, Kolkata, shall prevail for the purpose of evaluation.

6.2.4 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 bids.

6.3 Evaluation of Price Bid:

- (a) The evaluation of the Price offer will be made only for the Techno-commercially qualified bidders.
- (b) The Schedule of Rates (Price Bid) shall have to be filled up online as per prescribed format at Annexure-VIII.
- (c) Rate quoted in the “**Schedule of Rates**” (Price Bid) shall be excluding applicable GST.
- (d) Evaluation shall be on the basis of the lowest rate quoted under Column-2 (1) of the **Schedule of Rates (Price Bid)**.
- (e) If the lowest rate under Column-2 (1) of the **Schedule of Rates (Price Bid)** is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such amount in sealed cover within two working days from the date of opening of Price Bids in order to enable SMP, Kolkata to ascertain the lowest bidder and the tenderer offering the higher/highest rebate will be considered as the ‘**Successful Tenderer**’.
- (f) HDC, SMP, Kolkata, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

6.4 Clarifications:

To assist in the process of evaluation of Tender, HDC may, at its sole

discretion, ask any tenderer to provide original documents or any additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing.

HDC, SMP, Kolkata reserves the right to reject any tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

6.5 Confidentiality:

Information required by HDC, SMP, Kolkata from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by HDC, SMP, Kolkata and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

7. GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMP, Kolkata, 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 tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

8. PRE-BID CONFERENCE:

- (i) Pre-Bid Conference shall be held on 10/07/2020 at 1100 Hrs at the Office of Sr. Dy. Manager (Administration), Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Tenderers may participate, if they so desire.
- (ii) The intending tenderers are advised to send their queries vide email to cchatterjee.hdc@kolkataporttrust.gov.in & sspandit.hdc@kolkataporttrust.gov.in by 09.07.2020 at 5 p.m
- (iii) HDC, SMP, Kolkata intends to furnish response to all queries without identifying the sources, in e-procurement website as well as in www.kolkataporttrust.gov.in including modifications / amendments, if any, to the terms and conditions of the tender, scope of the project etc., which the intending tenderer is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum", which shall become an integral part of the tender document for all purposes and shall be binding on the tenderer.

9. SPECIAL CONDITIONS OF THE CONTRACT:

9.1 Obligation of the successful Cable TV Operator

- i. Bouquet of minimum 100 Free to Air channels will be decided by the JEC and accordingly intimated to the successful Cable TV Operator.
- ii. Usage charges of Port property such as space for office premises, control room, installation of cable (way leave licence), Dish antenna etc. would be on chargeable basis as per SoR. The successful tenderer shall have to bear the cost of the above port premises at actuals during the contract period. The space for control room and office space as required by the successful tenderer, HDC, SMP, KOLKATA shall provide the same at Cluster IX, Port Township, Haldia.
- iii. Similarly, way-leave permission fees shall be payable by the tenderer as per SoR.
- iv. Electricity charges shall be payable by the tenderer as per standard rates available and offering to the stake holders through HDC, SMP, Kolkata.
- v. Operating office and control room for running uninterrupted broadcasting of Free to Air Channels and Paid Channels for a period of 3 years at Haldia Township of Haldia Dock Complex at his own cost and arrangement.
- vi. Laying cable line for distributing of connection to the subscribers for broadcasting of Free to Air Channels alongwith other Paid Channels for a period of 3 years at Haldia Township of Haldia Dock Complex.
- vii. Selection of eligible/knowledgeable staffs for running and maintenance of operation of total Cable TV network system.

9.2 Duties and Responsibilities of the successful Cable TV Operator:

- i. The service provider should comply with the Quality of Service Guidelines by TRAI and have valid Cable TV operator license as issued by the concerned authority/ TRAI permitting of Cable TV network.
- ii. To operate the cable television network, the operator has to be registered with the registering authority (head post-master of the head post office of the area) as a cable TV operator.
- iii. Cable TV operators have to use equipment that conforms to the standards prescribed by the Bureau of Indian Standards, on and from the expiry of a period of three years from the date of establishment and publication of such standards.

- iv. Every cable TV operator in CAS notified area is to submit information regarding the number of subscribers, subscription rate, number of subscribers of basic tier and other pay channels to the Central Government.
- v. Initially a cable TV operator had to install dish antennas for receiving signals from each broadcaster. With the increasing number of broadcasters, number of such antennas also increased and most of the cable TV operators were not able to install all the dish antennas due to shortage of space or finances.
- vi. The purpose of laying down Quality of Service (QOS) parameters is to provide a framework whereby cable TV operators are required to meet certain customer service guidelines in the delivery of cable TV services to consumers. These guidelines and codes of practice will also need to be enforced.
- vii. Successful tenderer shall have to collect the pay channel subscription fees door to door from the respective individual subscribers directly. HDC authority shall not be responsible for such collection of pay channel subscription fees from the individual subscribers if any dispute arises in this regard.

9.3 Information to be provided to consumer at the installation of cable TV connection

9.3.1 Detailed information must be provided to consumers at the time of installation and activation of cable services and at least annually to subscribers and at any time upon request about:

- Products and services offered i.e number of channels and names of individual channels being offered.
- Prices and options of programming services.
- Installation and service maintenance policies.
- Billing and complaint procedures including the address and telephone number of the customer service center. Complaint handling procedure and benchmarks to redress complaints.

9.3.2 A cable operator shall improve the network quality and the complaint redressal infrastructure to meet the following benchmarks:

- 90% of complaints will be corrected within 4 hours.
- Not more than 3% of customers should require to lodge complaint against service interruption each month.
- 90% of "no signal" calls received should be corrected within 24 hours.
- 100% of all other types of complaints will be corrected within 48 hours.

9.3.3 Each cable operator must maintain a customer service centre or help desk 8 hours a day, 7 days a week. All complaints shall be registered and complaint number issued for each complaint.

- 9.3.4 A Cable Operator shall maintain record containing all complaints filed by the subscriber. The records shall include name and address of complainant, date and time of filing complaint, type of complaint and redressal date and time with the confirmation of the consumer that the complaint has been redressed. The cable operator shall present the records whenever called upon by the Authority or the Authorised officer.
- 9.3.5 A Cable Operator shall take all necessary steps like provision of alternate power supply for at least 6 hours, to minimise the incidence of service interruption for normal power failure.
- 9.3.6 For the purposes of maintenance and repair, a cable operator must ensure that its representative(s) carry proper ID card having photograph

9.4 STB related Complaints

- (i) In cases, where there is a malfunction of a STB provided by the operator, a cable operator must repair or replace the STB within 24 hours.
- (ii) In cases where a customer chooses to return a STB, the refund must be made within 15 days, subject to a proper working condition of the STB.
- (iii) If a customer chooses to subscribe to pay channels via STB installation and, subscriber activation must take place within 48 hours of the receipt of the subscriber's request.

Note: Successful tenderer will have to deal the above issues directly with the subscriber. HDC authority shall not responsible for any dispute with regard to STB.

9.5 Change in positioning of channels

Change of positioning of TV channels should not be normally done. In case of pressing technical reasons requiring changes of TV channel position is required; the cable operators shall notify subscribers at least two days in advance of such occurrence.

9.6 Technical Standards

A Multi System Operator and cable operator shall match the technical standards set by the Bureau of Indian Standards (BIS) for cable TV Network.

9.7 RUNNING AND MAINTENANCE:

- 9.7.1 Successful contractor has to provide all necessary tools / tackles, ladders, scaffolding, testing equipment, Db meter and portable T.V. etc., required for execution of the work at their cost.
- 9.7.2 Any new connection / re-connection/disconnection is required at Haldia Township and other locations at Chiranjibpur, CISF barracks etc. shall be provided by the contractor with the permission of the Concern Authority of HDC.

- 9.7.3 Successful contractor will supply the cables, equipment and other consumable as and when required for the work as per the specification approved by Joint Entertainment Committee. Contractor shall have to make his own arrangement for transportation of material and shall be responsible for safe custody of the material.
- 9.7.4 Contractor shall indemnify HDC from any liability arising out of violation of Telecast norms and regulations of the Government and statutory authorities. The contractor shall be solely responsible for violation of any act, rules, laws and / or statutory requirements.
- 9.7.5 Copy right act and other statutory provisions and obligation are to be fulfilled by the successful contractor for operation and maintenance of Cable TV system in Haldia Township, Chiranjibpur and CISF barracks.
- 9.7.6 Maintenance staff posted shall be continuously available at site during duty hours and shall attend to complaints noted in register or informed by Officer-in-charge on daily basis and obtain signature of complainants after attending them.
- 9.7.7 Contractor shall maintain the daily records of complaints lodged and Complaints attended and shall be required to produce the same to Officer in Charge every alternate day in prescribed format to be mutually agreed.
- 9.7.8 The contractor will maintain one RF meter at site continuously, and record signal levels daily at certain mutually agreed nodes.
- 9.7.9 Contractor has to ensure the proper signal level at all points in the colony. Contractor has to ensure the required stock of spares of all types of Distribution equipment at site for immediate availability for replacement on failure of any device/ cable in the system and same shall be replaced by the contractor immediately on intimation.
- 9.7.10 No Labour charges for maintenance of cable TV network will be paid to the contractor.
- 9.7.11 Complaints of major nature such as replacement of cable, balancing of system, damage to control room equipment's etc shall be attended within 24 hours.
- 9.7.12 The preventive maintenance and servicing of equipment's shall be attended from time to time as per schedule so as to avoid the failure of equipment's / system. The contractor shall provide new connection to various locations as per the instruction of Officer-In-charge.
- 9.7.13 The system to be installed and operated by the tenderer should have capacity for expansion to cater to other additional channels as and when they become available and / or required by HDC. One additional channel should be kept reserved for viewing of approved video film.

9.8 Terms of Payment:

- (i) Payment for uninterrupted services for broadcasting of minimum 100 Free to Air Channels at Haldia Township of Haldia Dock Complex shall be made strictly as per

rate quoted under the '**Schedule of Rates**' and GST as applicable. No other charges shall be admitted or paid.

- (ii) GST shall be paid extra as applicable on actual on submission of required documents.
- (iii) The successful bidder shall be required to submit GST Compliant bills to the office of the Senior Deputy Manager (Administration), HDC. Thereafter, payment shall be made within 30 working days from the date of submission of clear & correct bill.
- (iv) Payment shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the bidder along with bill.
- (v) 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.
- (vi) The successful bidder shall have to comply with all GST laws, including timely uploading of the bills raised by them on SMP, Kolkata in their GST return properly.
- (vii) Syama Prasad Mookerjee Port, Kolkata 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 Syama Prasad Mookerjee Port, Kolkata for the fault of successful bidder shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- (viii) 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.
- (ix) Monthly payment shall be released after submission of complete Bill (3 copies) alongwith list of subscribers within 21 port working days.

9.9 Billing Procedure for Pay channels and complaints

- (i) Cable subscribers must be billed monthly to the respective individual subscribers with statements being clear and transparent indicating pay channel charges and taxes.
- (ii) Complaints with regard to billing of pay channels shall be addressed within 7 days by the contractor.

9.10 Contract execution and Period of contract:

- (i) The contract shall commence from the date of commencement of work and will be for period of 3 (three) years from the date of commencement of work. Extension beyond contract period may be allowed for a period of 06 months subject to the performance of the contractor and approval of the competent authority at the same rate and terms & conditions of the contract.

- (ii) The successful tenderer shall have to get ready the facilities as per the provision of the tender document and as per details given in the Order letter within 45 days from the date of Placement of Order Letter.

9.11 Compliance of relevant Acts, Ordinance etc.:

The tenderer shall be required to comply with the relevant acts of Cable Television Networks (Regulation) Act, 1995 and also the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

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

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

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

9.12 Sub-Contractor or Sub-let of the work:

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Competent Authority of Syama Prasad Mookerjee Port, Kolkata. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of his any sub-contractor, and (b) for his full and entire responsibility of the contract and for active superintendence of the works.

9.13 Dispute:

In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the competent authority of HDC shall be final and binding upon all parties.

9.14 Damage & loss to private property & injury to workmen:

The tenderer(s) shall at his (their) own expenses reinstate and make good to the satisfaction of HDC and pay compensation for any injury, loss or damage accrued to any property or rights whatever including property and rights of HDC (or Agents),

servants or employees of HDC, the injury , loss of damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the contractor(s) shall indemnify SMP, Kolkata against all claims enforceable against HDC (or Agents), servant or employees of SMP, Kolkata or which would be so enforceable against HDC where HDC 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.

9.15 Insurance:

The successful tenderer shall, at his own cost and arrangements, insure all of the equipment/machinery to be supplied, installed, operated and maintained for Cable TV network system. The Licensee shall pay the premium payable on such insurance policy(ies) and revalidated from time to time throughout the contract period.

9.16 Escalation/De-escalation of Govt. rate for Free to Air Channels:

- (i) During the period of contract for 3 (three) years and or extension thereof, payment for uninterrupted services for broadcasting of Free to Air Channels at Haldia Township of Haldia Dock Complex shall be made strictly as per rate quoted under the '**Schedule of Rates**' and GST as applicable. The Escalation/De-escalation of Govt. rate for Free to Air Channels shall be prevailed the quoted under the '**Schedule of Rates**' plus GST as applicable. The Escalation/De-escalation shall be calculated on proportionate basis.
- (ii) Tender shall not entitled for any increase in the price of equipments, accessories, cable wire, STB or any other item & including charges of taxes & duties during the period of contract for 3 (three) years.

9.17 Contract Agreement:

The successful tenderer shall be required to execute at his own cost and expenses a "**Contract Agreement**" on a Non-Judicial Stamp paper valued at INR 50.00 or more signed jointly with HDC, SMP, Kolkata under official seals within a period of 30 days from issuance of Order Letter. Format of the Agreement shall be as per **Annexure-V**.

9.18 Adherence to Rule and Regulations:

The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central & State Government, Rule and Regulation laid in TRAI, Cable Television Networks (Regulation) Act, 1995, or other statutory Authorities in this regard, in the matter of broadcasting of minimum 100 Free to Air Channels alongwith other Paid Channels for a period of 3 years at Haldia Townships of Haldia Dock Complex.

9.19 Indemnification:

HDC will not be responsible for any damage during the period of installation of Cable TV network facilities by the successful tenderer during the course of operation of the contract. The Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

10. SECURITY DEPOSIT:

- i) Successful tenderer shall have to submit Security Deposit amount computed as per the under noted percentage on the evaluated value of the tender as accepted by Haldia Dock Complex.

Value of the work	% Security Deposit
More than Rs 20,00,000	10% on first Rs. 10,00,000/- + 7 ½ % on next Rs. 10,00,000/- + 5 % on balance amount

- ii) Security Deposit shall have to be deposited in the form of Demand Draft on any nationalized bank in favor of Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata, payable at Haldia or in the form of Bank Guarantee (in a non-Judicial Stamp paper of denomination of Rs. 50/- or more) and as per proforma at **Annexure-IV** with the tender document by the successful bidder within 30 days from the date of placement of order. Failing this, the Trustees reserve the right to cancel the acceptance and forfeit the Earnest Money.
- iii) The Security Deposit shall be held by the Sr. Dy. Manager (Administration), HDC for the entire period of contract as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded after successful completion of the contract without interest subject to recovery of damage and / or loss incurred, if any, by HDC due to default on the part of the contractor.

11. LIQUIDATED DAMAGES CLAUSE:

- a) In the event of successful Tenderer failing to commence the work as per Scope of Work of the tender within the stipulated time frame or such extensions thereof as may be allowed by the Sr. Dy. Manager (Admn.) , HDC in writing, the successful Tenderer shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in commencement of work for every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 % of the total order value.

HDC, SMP, Kolkata may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful Tenderer from the obligation to complete

the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

b) If the contractor fails to broadcast the Cable TV service as per the Scope of Work, beyond 48 hours from the time stoppage of service , or the time maybe allowed by JEC due to natural calamities or due to any other unforeseen situations, the contractor shall have to pay as compensation @ Rs 10/- per connection per day.

13. FORCE MAJEURE:

Neither party shall be liable for any delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) FORCE MAJEURE, Act of God or any governmental Act, fire, earthquake, explosion, accident, industrial dispute, civil commotion or anything beyond the control of either party. The parties hereto shall make all reasonable endeavours to minimise any such delay. Upon cessation of the event giving rise to the delay, the parties shall, in so far as may be practicable under the circumstances, complete performance of their respective obligations as described in these terms and conditions. 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.

12.1 Notice of Force Majeure Event:

The Contractor shall give notice to SMP, Kolkata 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.

12.2 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.

14. EVENT OF DEFAULT:

- (i) The successful tenderer does not commence work within 45 days from the date of Order Letter.
- (ii) If the successful tenderer fails to perform or discharge any of its obligations under the provisions of the contract.
- (iii) Non-supply of required condition/specification/quality of equipment as per the provisions of the contract/tender document.
- (iv) The representation made, or documents / certificates submitted or warrantees given by the successful tenderer (who subsequently became the contractor) / contractor during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (v) The contractor is adjudicated bankrupt or becomes insolvent.

- (vi) The contractor assigns or transfers the full/ part of the contract to any third party
- (vii) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of SMP, Kolkata.
- (viii) If the contractor through its employees gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- (ix) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage / loss to the property / material of SMP, Kolkata or any inconvenience to SMP, Kolkata.
- (x) After expiry of the contract period by efflux of time.
- (xi) Undertaking any job of an outsider within HDC's premises unauthorizedly.

15. TERMINATION OF CONTRACT:

- (i) If the event of occurrence of any event of default as mentioned in Clause-11 of this tender document, Sr. Dy. Manager (Admn.) HDC/SMP, Kolkata may through his authorized representative terminate the full or part of the contract after giving a notice of 30 days and his decision in the matter shall be final and binding on the successful tender.
- (ii) During the termination notice period of 30 days as above, the successful Tenderer may be asked by HDC, SMP, Kolkata 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.
- (iii) Upon termination of the contract, for any of the reasons indicated above, the Sr. Dy. Manager (Administration), HDC-SMP, Kolkata 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-SMP, Kolkata is entitled to in terms of the other relevant clauses in the contract. HDC-SMP, Kolkata will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.
- (iv) 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.
- (v) No compensation whatsoever shall be paid by HDC-SMP, Kolkata to the successful bidder in the event of termination of the contract.
- (vi) If after termination, any amount is due to be paid by HDC-SMP, Kolkata to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC-SMP, Kolkata from the successful bidder.

16. DISPUTE RESOLUTION:

- (i) 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, SMP, Kolkata shall be final and binding upon all parties.
- (ii) Tenderer 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 tenderer has been banned/de-listed by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents which the tenderer is to enclose together with the Techno-Commercial Bid.

Annexure-I

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: -

1. The bidder shall submit evidence that the bidder has successfully executed similar works (both order letter and successful execution certificate to be provided) as per Clause-4.1 & 4.2 of Eligibility Criteria The details of Technical Capacity of the applicants to be filled up as per format given at Annexure -
2. 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.
3. Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
4. Copy of self certified copy of PAN.
5. Declaration by the bidder as per Annexure - II.
6. Format for Power of Attorney for signing of Tender as per Annexure-IA
7. Copy of GST details as per Annexure-III
8. Copy of valid Trade License for carrying out Cable TV operator business.
9. Certified copy of Memorandum of Association / Article of Association, in case the tenderer is a company. Or Partnership deed (duly attested) in case the tenderer is a partnership firm Or A statement indicating that the tenderer is the Proprietorship firm, in case the tenderer is a Proprietorship firm.
10. (a)In case of Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD & Cost of Tender Document: (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued,(b)Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned
11. Copy of Demand Draft/ Banker's Cheque towards payment of Earnest Money Deposit/ Bid Document Fees.

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

Format for Power of Attorney for signing of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 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 authorised on behalf of
_____ [Name of the Tenderer] to sign the tender [(Tender No.
..... and (Tender subject- “”)] and submit the same
and is hereby further authorised to provide relevant information/ document and respond to the
enquiry's etc. as may be required by Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) 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 as 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:-

Address :-

Annexure-II

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, SMP, Kolkata, 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 (-----).
3. I / We have deposited requisite Earnest Money for the tender.
4. I / We have submitted copies of the required documents as mentioned at "DOCUMENTS TO BE UPLOADED" 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

7. Maximum number of nos. workmen will be engaged by me/us on any day for execution of the work as per this tender.

Date:

Signature of the bidder with office seal

Witness:-

Sl. No.	Name	Address	Signature
1			
2			

Annexure-III**GST DETAILS**

Sl. No.	Item Description	SGST (In %) In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
1	Please quote % of GST if it is applicable as per clause 2 (1) of Scope of work			
2	As per clause 2 (2) of scope of work.			

Note: Bidder shall quote percentage ONLY. No value to be quoted.

CERTIFIED BY

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date:

Seal:

Annexure – IV

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 Rs. 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)

Annexure – V**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 he presence of :

Name :- _____

Address :- _____

(Format to filled up, signed with seal, scanned and uploaded)

INSTALLATION, OPERATION, BROADCASTING AND COMPREHENSIVE MAINTENANCE OF CABLE TV NETWORK SYSTEM FOR A PERIOD OF 3 YEARS AT HALDIA DOCK COMPLEX

DETAILS OF TECHNICAL CAPACITY OF THE TENDERER

The bidder should upload the statement with documents in support of their Technical Capacity.

Sl. No.	Name of firm	Ref. No. & Date of Work Order (Copies to be enclosed)	Description of relevant Work along with copies of Work Completion certificate / payment challan as a proof of execution of work	Total Contract Value (in INR) *
	1	2	3	5
1.				
2.				
3.				

Signature of Power of Attorney with seal

Full Name:

Signature.....

(To be downloaded, filled up, signed with seal, scanned and uploaded)

Covering Letter

General Manager (M&S),
Haldia Dock Complex,
Syama Prasad Mookerjee Port, Kolkata.

Dear Sir,

Date:.....

Sub: Tender for installation, operation, broadcasting and comprehensive maintenance of cable tv network system under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata

I/We(name of the Tenderer) having examined the tender document No. **ADMN/CABLE TV/2020-23** for installation, operation, broadcasting and comprehensive maintenance of cable tv network system

1. And understood its contents, hereby submit our for installation, operation, broadcasting and comprehensive maintenance of cable tv network system under Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Kolkata Port Trust (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender.
4. I/we acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following:
 - a) I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind.
 - b) I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that:
- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.
 - b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. I/We.....(Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

(Format to be downloaded, signed with seal, scanned and uploaded)

**INSTALATION, OPERATION, BROADCASTING AND COMPREHENSIVE MAINTENANCE OF
CABLE TV NETWORK SYSTEM FOR A PERIOD OF 3 YEARS AT HALDIA DOCK COMPLEX**

SCHEDULE OF RATE

(PRICED BILL OF QUANTITIES)

Service description	Rate per Connection per month (excluding GST)
1	2
(1) Unit rate per connection for installation, operation, broadcasting and comprehensive maintenance of Cable TV Network System with bouquet of minimum 100 FREE TO AIR CHANNELS at Haldia Dock Complex as per Scope of Work of the Tender No. ADMN/CABLE TV/2020-23	Rs..... <div style="border: 1px solid black; padding: 5px; text-align: center; color: orange;">This is a SAMPLE FORMAT for quoting PRICE BID. Tenderers are advised not to quote here. PRICE BID is to be quoted ONLINE ONLY.</div>
(2) Rent for 1 no. digital set-top box including repair & maintenance /replacement.	Rs.....

Note:

- (i) Evaluation shall be made on lowest rate under Column-2 (1) only (excluding GST).
- (ii) In case of a tenderer does not quote any rate per Unit per Month under Cloumn-2 (1), the respective offer will be treated as non- responsive and will be rejected.

Signature of Power of Attorney with seal

Full Name:

Signature.....