



BID DOCUMENT

TENDER

FOR

Comprehensive Annual Maintenance Contract (CAMC) of VoIP based IP EPABX Solution including upgradation of the existing IP EPABX solution at KDS, SMPK

BY

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

**Tender No. SMP/HYD/2022/043
29th Jun' 2022**

ISSUED BY

**Chief Hydraulic Engineer
Hydraulic Study Department
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
20, Garden Reach Road
KOLKATA-700 043**

29-06-2022

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SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Hydraulic Study Department

1.0 NOTICE INVITING TENDER

Tender No: SMP/HYD/2022/043

Dated: 29-Jun-2022

Open E-Tender under single stage **two part system (Part-I: Techno-Commercial Bid and Part-II: Price Bid)** are invited for the following work from reputed, bona fide and resourceful bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally, who will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.

The Bid Document may be seen from the Central Public Procurement Portal (CPPP) and RailTel e-Nivida Portal. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender is also published on SMP, Kolkata website (<https://smportkolkata.shipping.gov.in/>).

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) intends to engage Service Provider for Four Years Comprehensive Annual Maintenance Contract (CAMC) of VoIP based IP EPABX Solution including upgradation of the existing IP EPABX solution which includes one year warranty at KDS, SMPK. Prospective Bidders should note and offer their bid accordingly.

ESTIMATED VALUE OF THE TENDER FOR THE ABOVE SCOPE OF WORK IS INDIAN RUPEES (INR) 48 LAKH EXCLUDING GST.

PERIOD OF CONTRACT: 4 Years CAMC after successful commissioning of the solution.

2.0 SCHEDULE OF TENDER (SOT)

a. Tender No.	Tender No: SMP/HYD/2022/043
b. Mode of Tender	e-Procurement System Online two part Techno-Commercial Bid and Price Bid through RailTel E-wizard Portal: https://kopt.enivida.in/ The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c. Estimated cost	Rs.48 Lakh
d. Earnest Money Deposit.	The bidders shall be required to deposit Rs.

	<p>96,000.00/- (Rupees Ninety Six Thousand only) as 'Earnest Money Deposit' (EMD) payable to SYAMA PRASAD MOOKERJEE PORT, KOLKATA as per tender stipulation. Bidders are requested to submit EMD through online RailTel E-wizard Portal (https://kopt.enivida.in/). Otherwise, Scanned copy of the EMD are required to be submitted along with the bid offer and subsequently original EMD instrument shall be submitted within 3 days from the closing of online submission of tender. In case of failure of submission of EMD where applicable, the bid of the said tenderer will not be processed further.</p> <p>*** MSME are exempted from submission of 'Earnest Money Deposit' (EMD). However, they are required to submit appropriate documents of certificates regarding MSME Certificates as applicable.</p>
e. Tender Document fee.	<p>The intending bidders shall be required to submit also the tender fee of Rs. 1500/- (Rupees One Thousand & Five Hundred only) plus GST to SYAMA PRASAD MOOKERJEE PORT, KOLKATA separately as per tender stipulation. Scanned copy of the Tender fee instruments are required to be submitted along with the bid offer. The original Tender fee instrument shall be submitted within 3 days from the closing of online submission of tender. In case of failure of submission of Tender fee where applicable, the bid of the said tenderer will not be processed further.</p> <p>Note: * As Tender fee instrument, DD or Original Bank Draft / Bankers Cheque is required to be made in favour of 'Syama Prasad Mookerjee Port, Kolkata' payable at Kolkata.</p> <p>**In case of NEFT, payment is to be made to the account of SMPK as mentioned below:</p> <ul style="list-style-type: none"> ➤ Name: Syama Prasad Mookerjee Port, Kolkata ➤ Name of the Bank: Indian Overseas Bank ➤ Bank Account No.: 067502000000491 ➤ Type of Account (current/ SB / OD): Current A/c ➤ Branch: STRAND ROAD BRANCH, KOLKATA - 700 001, IFSC CODE- IOBA0000675, MICR CODE - 700020006 <p>*** MSME are exempted from submission of Tender Fee. However, they are required to submit appropriate documents of certificates regarding MSME Certificates as applicable.</p>

f. Date of NIT available to parties to download.	From 29.06.2022 at 17-00 hours.
g. Pre-Bid Meeting date and time	At 11:00 hours on 08.07.2022 at KDS-IT Center, Subhash Bhawan, SMPK.
h. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at RailTel E-wizard Portal.	At 17:00 hours 12.07.2022.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on 20.07.2022. The last date of submission of tender will not be extended under any circumstance.
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid). Date of opening of Part-II i.e. price bid shall be informed separately.	On 20.07.2022 after 14:30 hours through online portal.

Note: In the event of any unforeseen closure of work / holiday on any of the above day, the same will be opened / held on the next working day without any further notice.

Er. Debasish Guha
Chief Hydraulic Engineer
Hydraulic Study Department
Tender Inviting Authority

3.0 Important Instructions for e-Tender

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

Further, bidders are requested to go through the following information and instructions available on the RailTel E-wizard Portal “<https://kopt.enivida.in/>” before responding to this e-tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Bidder may require to pay tender processing fees and registration charges to RailTel before submitting the bid at RailTel E-wizard Portal. Please contact customer helpdesk of RailTel E-wizard Portal for clarification.

Contact Persons (SYAMA PRASAD MOOKERJEE PORT, KOLKATA):

- I. Shri Utpal Ghosh
Dy. Chief Hydraulic Engineer-II, HSD
Mobile No. 09674720103
Email Id: utpalghosh@kolkataporttrust.gov.in
- II. Shri Naba Dey Roy
Sr. Dy. Director, EDP; Mobile No. 9836298640
Email Id: nabadeyroy@kolkataporttrust.gov.in
- III. Shri Adhik Kumar Gop,
Executive Engineer, EDP Mobile No. 9674416460
Email Id: adhikgope@kolkataporttrust.gov.in

Contact persons (RailTel e-wizard/e-Nivida Portal):

Please feel free to contact eNivida Helpdesk (as given below) for any queries relating to the process of online bid submission or queries relating to e-tender Portal (<https://kopt.enivida.in/>) in general may be directed to the Helpdesk Support.

I. Phone No. 7278929467/8448288981

II. Mail id: - eprocurement@railtelindia.com

4.0 PRE-QUALIFICATION CRITERIA

The pre-qualification criteria shall be as follows:

S#	Eligibility Criteria	Document Required
1	The Company should be a registered company in India under the Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 or Partnership Firm under Partnership Act, 1932 and Registered with the Goods and Service Tax Authorities. Should have been operating for the last three years.	Copy of valid Certificate of Incorporation; and Copy of Goods and Service Tax Registration Certificate
2	<p>i) The bidder organization should have achieved an average annual turnover of Rs 14.40 Lakh over the last three financial years.</p> <p>ii) The bidder organization should have a positive net worth during each of the last three financial years as evidenced by the audited accounts of the organization.</p>	Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2018-19, 2019-20 and 2020-21)
3	The bidder should not have been blacklisted/debarred/deregistered/banned by SMP Kolkata or any Govt. organization. If found, the bid shall be disqualified.	Affidavit
4	<p>Experience of having completed similar works¹ during the last 7 years ending 30-Jun-2022, should be either of the following:</p> <p>a) 3 (three) similar works, each costing not less than INR 19.20 lakh or equivalent; Or</p> <p>b) 2 (two) similar works, each costing not less than INR 24 lakh or equivalent; Or</p> <p>c) 1 (one) similar work, costing not less than INR 38.40 lakh or equivalent.</p>	Work order along with completion certificate for each work

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¹ Similar work shall mean experience of carrying out “Supply, installation, commissioning or maintenance of IP PBX system with minimum 500 IP/SIP installations” in any Govt/ Semi-Govt. / PSUs / private organizations.

5.0 TENDER AUTHORITY

Chief Hydraulic Engineer, Hydraulic Study Department,
20, Garden Road, Kolkata-700 043.
Phone: 033-2409-3031-Extn: 7100-3513, Fax: -033-2409-3036
E-mail: che@kolkataporttrust.gov.in
Website: <https://smporkolkata.shipping.gov.in/>

6.0 INSTRUCTION TO BIDDERS

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 In case there is an unscheduled Holiday / Bandh / Strike/ COVID-19 Lockdown on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 6.5 Tender Document (Non-transferable) will be available in the website: <https://smporkolkata.shipping.gov.in/> / RailTel E-wizard Portal. Parties downloading the tender document from SMP, Kolkata's website should ensure submission of either the Receipt from Treasurer, SMP, Kolkata or Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.6 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

6.7 Further amendments, if any, would also appear in the same website.

7.0 MODE OF SUBMISSION OF BID

The tenders are to be submitted online in two parts i.e. Part-I & Part-II. Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any deviation.

7.1 Part-I (Techno-Commercial) will contain the digitally signed copy of the following documents:

- a. Brief particulars of the Firm mentioning company's registration.
- b. Document relating to details of Similar Works previously carried out/ ongoing by the firm with value & period of each work.
- c. Performance Certificates of previous/ongoing works carried out.
- d. Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2018-19, 2019-20 and 2020-21).
- e. Treasury Receipt (TR) of the cost of bid document and EMD in the form of Original Bank Draft / Bankers Cheque payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA'.
- f. A separate letter addressing to CHE, Hydraulic Study Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- g. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- h. Signed blank copy of Price Bid format.
- i. Form of Tender duly filled in bidder's Letter Head (Format in GCC).
- j. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- l. Current Trade License as applicable.
- m. Letter/ certificate of authorized Business partner from the OEM.
- n. Provident Fund Registration Certificate as applicable.
- o. A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
- p. Power of attorney in connection with signing the tender document. (original is to be submitted later)
- q. Memorandum & Article of Association in case of Limited Company.
- r. The Partnership Deed in case of Partnership Firm.
- s. A declaration from the bidder stating local office at Kolkata.
- t. All form and formats duly filled in as given at Appendixes.
- u. Copy of PAN/TAN
- v. Copy of GSTN

7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the

documents mentioned against Sl. No. a, b, c, d, e, r, s, t, u & v as applicable, are not submitted with the bid.

7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. 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 BIDDER(S). The original documents will have to be produced/shown by the bidder to SMP, Kolkata, as and when required, failure of compliance may lead to rejection of bid. Price shall be quoted online as per the format without any condition or deviation.

7.2 Part-II (Price Bid), price shall be quoted online as per the format without any condition or deviation.

7.3 Deadline for submission of Tender

The completed tender shall be submitted online within the prescribed date as indicated in the SOT.

8.0 OTHER INSTRUCTIONS

8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website (<https://smportkolkata.shipping.gov.in/>), 'Homepage - Rule and Regulations - Non-Service Regulations' - 'General Conditions of Contract- Forms and Agreements'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

8.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

8.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer before the Prebid meeting. No individual reply to the above will be send but general clarification will be uploaded after considering

the same in the Prebid meeting. No interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents on the basis of verbal communication. Every request for any clarification/interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:

Chief Hydraulic Engineer,
Hydraulic Study Department,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
20, Garden Reach Road,
Kolkata-700 043

- 8.5 The bidders may please note that SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not entertain any correspondence or queries on the status of the offers received against this Bid.

Bidders are also requested not to depute any of their personnel or agents to visit SYAMA PRASAD MOOKERJEE PORT, KOLKATA's Offices for making such inquiries. Should SYAMA PRASAD MOOKERJEE PORT, KOLKATA find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

- 8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject, accept or prefer any bid without assigning any reason whatsoever.

- 8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMP, Kolkata will not be liable for any financial obligation in connection with any work until such time SMP, Kolkata communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

- 8.8 Amendment of Tender Documents.

At any time prior to the deadline for the submissions of tenders, SMP, Kolkata may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Tenderers / bidders shall not be construed as amendment to the Tender Document.

9.0 Earnest Money Deposit (EMD):

- 9.1 The bidders shall be required to deposit INR 96,000.00 (Rupees Ninety Six Thousand only) as 'Earnest Money Deposit' (EMD) payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' by Banker's Cheque or Pay Order or Demand

Draft, payable at Kolkata physically. Alternatively, the above EMD amount can be submitted in the form of a Bank Guarantee issued by any Indian Nationalized bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee (BG). In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD/BG format is given in GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.

- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encased. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encased. Tender submitted without EMD shall not be considered.
- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.

10.0 Security Deposit:

- 10.1 Successful bidder will submit Security Deposit for a sum equivalent to 3% of the evaluated value (including GST) as per price bid of the tender, as accepted by SMP, Kolkata, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' from a Nationalized Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata 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. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 10.2 Chief Hydraulic Engineer, Hydraulic Study Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled, and the Contractor will be duty bound to extend the same.
- 10.3 After the issuance of 'Work order', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. The contractor shall commence the work within the prescribed mobilization period after

issuance of work order. The contract shall be deemed to be in effect from the date of successful commencement of work.

11.0 INSTRUCTION FOR FILLING THE BIDS

- 11.1 The bids can only be submitted in the name of the bidder.
- 11.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 11.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 11.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 11.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 11.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 11.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 11.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.9 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SYAMA PRASAD MOOKERJEE PORT, KOLKATA deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMP, Kolkata and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

12.0 Technical & Financial Capability.

The tenderer must satisfy pre-qualification and Techno-commercial criteria as stipulated in the tender.

13.0 Pricing Of The Bid

13.1 General:

The Bid shall be quoted in and as per format of Price Bid and BoQ.

13.2 Currency of Quotations:

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any currency other than Indian Rupees (INR).

13.3. Price Bid Evaluation

Final evaluation will be made on the basis of lowest offered price as per BoQ/Price Bid from the Techno-commercially qualified and complied bids.

13.4 Validity of Price Bid

Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Bids.

14.0 DUTIES & TAXES

- a. The prices quoted shall be as per BOQ including all statutory levies excluding GST. The Total cost as mentioned in the BOQ would be the basis of evaluation.
- b. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with SYAMA PRASAD MOOKERJEE PORT, KOLKATA, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to SYAMA PRASAD MOOKERJEE PORT, KOLKATA in terms of GST laws and that the credit of GST so taken by SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not required to be reversed at a later date along with applicable interest.
- d. SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, 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 Supplier / Service Provider. Any loss of input tax credit to SYAMA PRASAD MOOKERJEE PORT, KOLKATA for the fault of supplier shall be recovered by SYAMA PRASAD MOOKERJEE PORT,

KOLKATA by way of adjustment in the consideration payable.

- e. Supplementary invoice/debit note/credit note for price revisions to enable SYAMA PRASAD MOOKERJEE PORT, KOLKATA to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by SMP, Kolkata in addition as the same are not included in the quoted rates.

15. Acceptance of the VoIP Solution:

Acceptance of the VoIP Solution will be made by the Engineer of the contract after successful completion of the work.

16.0 Interpretation Of Terms:

In the Contract and specifications, the following words and expressions shall have the meanings as follows:

- 16.1 THE TRUSTEES - The expression 'THE TRUSTEES' means the Board of Trustees for the SMP, Kolkata.
- 16.2 THE CHAIRMAN means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.
- 16.3 THE DEPUTY CHAIRMAN, Kolkata means the Deputy Chairman, KDS, or, as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under section 14 of the Major Port Trusts Act, 1963.
- 16.4 THE CHIEF HYDRAULIC ENGINEER, HYDRAULIC STUDY DEPARTMENT - The expression 'The Chief Hydraulic Engineer, Hydraulic Study Department' means the office holding that post under the Trustees and includes his successors in office.
- 16.5 THE TRAFFIC MANAGER , TRAFFIC DEPARTMENT - The expression 'The Traffic Manager , Traffic Department ' means the office holding that post under the Trustees and includes his successors in office.

- 16.6 THE CHIEF MECHANICAL ENGINEER, MECHANICAL & ELECTRICAL ENGINEERING (M & EE) DEPARTMENT - The expression 'The Chief Mechanical Engineer, Mechanical & Electrical Engineering Department' means the office holding that post under the Trustees and includes his successors in office.
- 16.7 THE Dy. CHIEF HYDRAULIC ENGINEER-II, HYDRAULIC STUDY DEPARTMENT - The expression 'The Dy. Chief Hydraulic Engineer-II, Hydraulic Study Department' means the office holding that post under the Trustees and includes his successors in office.
- 16.8 THE ENGINEER - The expression 'The Engineer' means the Chief Hydraulic Engineer, Hydraulic Study Department for the purpose of this contract only.
- 16.9 THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or The Chief Hydraulic Engineer/ Engineer of the Contract to act on their behalf for the purpose of this contract.
- 16.10 THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Engineer of the Contract to act on their behalf for the purpose of this contract.
- 16.11 DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.
- 16.12 MONTH - means English Calendar Month.
- 16.13 LETTER OF INTENT - "Letter of Intent" means the formal acceptance by SMP, Kolkata of the Tender.
- 16.14 TENDER - "Tender" means the Contractor's priced offer to SMP, Kolkata for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent.

SPECIAL CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATIONS:

17.0 General:

The provisions of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of Contract, only to the extent of such repugnancy or variations in the Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

18.0 Scope Of Work:

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) intends to engage Service Provider for providing Four Years Comprehensive Annual Maintenance Contract (CAMC) of VoIP based IP EPABX Solution including upgradation of the existing IP PBX solution as mentioned below which includes one year warranty.

Brief details of existing system are given below:

The existing System details are furnished below:

- Make: Alcatel, OS: Linux
- Hard Ware: Intel® Xeon® Processor E3-1220 v3
- RAM: 4GB, HD: 500 GB FLASH/HDD.
- Capacity: mini. 2500+ VoIP extensions.
- Communication Server: HPE ProLiant DL320e Gen8 v2 (1U short depth rack), Alcatel-Lucent OmniPCX Enterprise R11.
- 2 PRI cards for PRI lines service.

Basic VoIP phone: Make: Alcatel-Lucent - iptouch4018, Total No: 740.

SIP based VoIP Phones: Make: Grandstream-GXV3275, Total No.20; Grandstream-GXV3240, Total No.40; Total No: 60 (20+40).

So keeping in mind all the aspects of support & maintenance, functionalities/features of VoIP solution, site details and scope of work, the bidders are advised to participate and offer their bid accordingly.

The salient features/functionalities of the scope of work of the subject contract are:

18.10 Locations/ sites under the scope:

Service Provider (SP) required to provide AMC support including onsite support at different locations like Head Office, Subhas Bhavan, Centenary Hospital, offices of various departments/ divisions viz. Mechanical Engineering/ Hydraulic Study/Marine/ Civil Engineering/ Medical Departments/Administration /Materials Management Division/E-state/Traffic/Finance/Vigilance/operational offices etc.

and at all other SMPK locations (within Kolkata & outside, like Haldia, Sagar, Budge Budge, Nurpur, etc.) under KDS where KDS network is available.

The successful bidder is also required to have their own transport for movement of their men and material inside/outside the port premises. No vehicle or manual assistance will be provided by SMPK. However, **free permits** will be issued by SMPK to the officials of the firm engaged in the work inside docks and other areas. Bidders are required to submit their bid/offer accordingly. Contractor shall strictly abide by the Security norms including Information Security Regulations wherein employees of the contractor should not have access to any system without prior permission.

18.20 TECHNICAL SPECIFICATIONS FOR UPGRADATION OF IP PBX:

A: System Architecture

- i) The Switching system of the EPABX should be designed with IP at the core allowing fully distributed IP solutions across data networks. It should support following 100% IP, 100 % TDM or a hybrid of IP/TDM technologies.
- ii) The system should be server, scalable, distributable and modular and the operating system shall be LINUX/windows based. The architecture should be capable of seamless migration to its maximum capacity by simply adding peripheral cards on the set of control server without compromising on any functions/features of this system or any degradation of service.
- iii) The media gateways that are geographically separated should have gateway cards with half/full duplex in auto negotiation, and each card should provide two nos.10/100/1000 mbps LAN interface connectivity in hot redundancy mode. Different scattered geographical locations under SMPK like Guest House, other offices, etc. would need to be connected through internet / ILL.
- iv) The system should support third party clients/phones like IP, SIP, and TDM.
- v) The IP Phone and SIP Phone should be directly registered with Call Server. If IP and SIP phone registered with external server, then the server should be in Hot-standby geographical (placed at two different location in LAN network) mode.
- vi) The system should manage CAC (Call Admission Control) mechanisms to optimize the usage of the bandwidth in the WAN for multi-site configurations.
- vii) The Call Server should able to handle traffic minimum 300K BHCA, 300K BHCC & support up to 1500 users.
- viii) The voice and signalling frames should be marked [tagged] in order to be recognized. The standards of marking supported will be: Level 2: IEEE 802.1p/Q and Level 3: TOS / DiffServ

- ix) The system should support for voice encoding the following standards:-
 - a. G.711
 - b. G.723.1
 - c. G.729A
 - d. G. 722 WIDE BAND AUDIO
- x) The system should have **non blocking architecture at all levels** like System processing, Switching fabric, power supplies, other resources like DTMF receivers, R2 Receivers, Unlimited 3 party conference circuits.
- xi) **VoIP Support** System should support VOIP solutions as an integral part of the system. The VOIP should be implemented through plug in interface boards in any slot of the system. It is to be noted that any external gateways, routers, etc. may involve in case of connection of offices where KDS LAN network is not available.
- xii) The system should be fully compliant to VOIP standards like H.323 (or higher) and SIP (Session Initiation Protocol). Vendor to give clear compliance for the requested standards.
- xiii) The SIP proxy, SIP registrar should be inbuilt in the system and should support any SIP compliant hard phones or soft phones.

B: System Security:

- i) The call Server must be provided adequate protection from possible virus, worm and trojan infestation points such as internal e-mail servers.
- ii) IP Phones must support 802.1x (EAP-MD5 or better) for authentication and access control to the network, this mechanism must allow the user to be connected to the call server once he has passed the authentication process; not before.

C: System Management:

- i) The management platform must provide a single graphical thick client (Graphical User Interface GUI) or web based interface.
- ii) The management platform shall support redundancy in future by adding HW and SW and must provide the following tasks:
- iii) **Faults and Alarms management** of all the incidents and fail reports generated by the system itself informing date, hour, severity level and action recommended to take. This module must be able to centralize the alarms and events of the system, and Give colors according the severity level of the alarm, Notify an alarm depending to the severity level sending an e-mail or activating a script performing a specific action, Register and generate statistics for the alarms and events in the network in a daily scheme etc.
- iv) **Directory module** to manage the telephone directory. This must be LDAP compatible to be synchronized with other directory applications, must also allow web access and provide information on all desktops allowing click to call features to the users.
- v) **System Backup and Restore facility**: The management system should have the provisioning for taking manual as well as scheduling of automatic periodic backup of complete system & data in Flash RAM / Flash Disk / Hard

disks/CD/DVD, for local node as well available all IPPBX in network. Also can restore in any IPPBX also.

- vi) Administration users connecting directly to the Call Server (console) shall support authenticated via a RADIUS server before gaining access to the call server.

Network Topology:

The management server must provide an application that offers a topological view of the telecommunications system in graphical form such as all main, remote unit and connectivity, call server and gateway etc.

Data Base Back up: The NMS system must have to take system data backup automatically without human intervention and keep maintain data base back up of system for at least one year, as and when required to restore the same in the IPPBX.

D: System Survivability:

- i) The system Call server should be (1+1) in hot standby mode and should offer maximum availability, with the switchover of call control processing functions to an alternate or redundant processor (or soft-switch control point) in the event of significant fault. The redundancy scheme should conform to the model used in most computer systems: the complete "mirroring" of the information (both static and dynamic data.) The switch over between 2 redundant call control processors should not interrupt existing and established communications. The complete set of programs and software modules must be duplicated in real time. In case of failure of the main Server (hardware or software), the standby Server (emergency mirror) must take over the control of communications instantaneously. Also should have dual Ethernet port with 10/100/1000BT.
- ii) The Main and standby server should have Geographically hot standby redundancy i.e. two different location in the LAN/ WAN network and between the call server there should not be any distance limitation also no dedicated media like OFC and copper would be provided.
- iii) Both the Call server should work in hot-standby mode in two different subnet in LAN/ WAN network and two different VLANs.
- iv) All critical resource elements (call server, hard disks, data bases, IP interfaces, DSP resources, clocking sources, Processor, RAM, Hard disk, Tone generators, All the IO ports - Serial and Ethernet TCP/IP port, Power supplies, Ring generators, Resources like DTMF receivers, Tone detectors etc.) must be redundant and in a hot-standby configuration,
- v) The system should be able to restart automatically without human intervention when the external ac power supply is resumed after complete power failure i.e. Even after the batteries are discharged
- vi) The call server should support the two or more different geographically allocations more than 10 kms. In the network and no dedicated media like OFC and copper shall be provided.
- vii) The call server should have dual Ethernet port 10/100/1000 and work in mirror form i.e. both Ethernet port work in redundancy.
- viii) Appliance call server should be industry standard and mini. requirement is equivalent or higher of the existing one.

E: Basic Telephone Features:

- i) . Abbreviated dialling , Appointment reminder, . Automatic call-back on busy trunk/bundle/network link, .Automatic DISA, user authentication, Call forwarding unconditional on busy/no reply to extension, hunting group, Voice mail, operator, paging, etc.
- ii) Immediate forwarding ,Call pick-up, Call parking, Call tracing, Call waiting indication / voice prompt, etc.
- iii) Calling line identification restriction for internal calls, Camp on busy telephone/hunting group/voice mail, Controlled private call by Pin code and password
- iv) Do not disturb, Dynamic call barring, General night service, Hunting group (fix head, cyclic, longest idle time, parallel).
- v) Internal/external music on hold, Internal/external inquiry call, Individual hold, Instrument locking to prevent the outgoing.
- vi) Last internal/external number redials, Personal code modification, Priority call, Store and redial external number, Transfer in conversation on free/busy telephone.
- vii) Boss Secretary Feature: One touch key for Boss and Secretary, Call Screening through Secretary, Boss & Secretary busy indication Reminder, etc.
- viii) Unlimited 3 party conference calls within subscribers, Simultaneous 1 x 14 party ad-hoc conference calls within subscribers/external no. of main exchange. There should 1 x 28 party meet me dial in conference with password of four digits, it should be from same OEM.
- ix) Voice prompts on/off per telephone, Voice message deposit on forwarded telephone, Waiting call and waiting call consultation, Multiple appointment reminders per extensions - up to 4 simultaneous per extension. Reminder Voice guide should be provided

F: System Network Support: The system should support international telephone standards such as QSIG (BC and GF) , DPNSS, DSS1, H.323 and SIM enabling interconnection with other 3rd party systems.

G: Operator Consoles: Operator Console should be PC based (On IP Only) on Windows 10 or latest. The PC should not dedicate solely to this application and should handle telephone applications and business software simultaneously. It should support online Directory, BLF (Busy Lamp Field) indications etc.

H: Telephone application keys:

- i) Audio keys and speaker allow activation/deactivation of the speaker or the hands free mode, as well as volume control.
- ii) Switchover key allows the attendant to shift quickly from a business application to an MAC call application, and vice versa.
- iii) Call handling keys dedicated to managing call flow and provide the following functions (one key, one function) :Store and redial, Redial, Cancel

- consultation (inquiry), Release call, Broker call, Call selected party, Answer internal call, Transfer/hold call, End of dialing, Next call
- iv) Programmable keys with LEDs keys with LEDs can be assigned the following functions: User speed dialing, Privileged call, User supervision, Abbreviated (speed dialing) number, Telephone function, Individual hold, General hold, Trunk group supervision, Transfer with/without privilege, Individual routing, Transfer in private network.
- v) Standard External PC keyboard (105 keys).

I: Software Release version Upgrade from existing one to latest:

- i) Extend Support further minimum next 4 years.
- ii) Multiple Level redundancy: Call Server Level, Gateway Card Level, Ethernet Port Level etc.
- iii) Support Various SIP phone open standard including exiting 60 SIP license.
- iv) Holding all configuration and data base of system operation.
- v) Latest version of IPPBX.

J: Technical Specifications for the VoIP Phones:

I. Minimum specification required for Media/ Video VoIP Phone: Type 1	
Parameter / Functionality	Description
Display	➤ Min. 7" Capacitive Touch color display, Resolution: 1280 X 720 pixel, 24 bits color depth.
Keys	<ul style="list-style-type: none"> ➤ 4 menu keys ➤ Volume control keys (+ and -) ➤ Navigator: 4 way navigation + OK ➤ Hands-free, mute and message keys ➤ Call hold, call transfer and redial key ➤ Dial pad
Camera	➤ Integrated min. 2 megapixel CMOS/MOS camera with privacy shutter, 1080p 30fps.
Audio Codecs and Capabilities	<ul style="list-style-type: none"> ➤ Wideband audio available on all transducers, handset, headset and hands free, etc. ➤ Supported codecs: G.722, G.711, G.729, G.726, H.264, Opus, etc.
Video Codecs and Capabilities	➤ H.264 BP/MP/HP, video resolution up to 1080p, frame rate up to 30 fps, bitrate up to 4Mbps, 3-way video conference (1080p@30fps), BFCP, people video (up to 1080p@30fps) + content video (up to

	1080p@15fps), anti-flickering, auto focus and auto exposure, camera block.
Protocols/Standards	SIP latest version, DHCP, DNS, LLDP (for Ethernet interface only), TCP, TLS, HTTP / HTTPS, RTP / SRTP, RTCP / SRTCP1, SNTP, 802.1x, VLAN (for Ethernet interface only), DSCP Layer 3 QoS.
Connectivity	<ul style="list-style-type: none"> ➤ Network Interfaces: Dual switched 10/100/1000 Mbps ports with integrated PoE/PoE+. ➤ Bluetooth: Yes, integrated Bluetooth 4.2 + EDR or latest. ➤ Wi-Fi: Dual-band (2.4GHz & 5GHz/) or single band (2.4GHz / 5GHz) with 802.11ac a/b/g/n/ac and WMM (Wi-Fi Multi Media). ➤ Connectors / Ports: 1X Power adaptor connector, 1X RJ9 analog headset port, 1X 3.5 mm audio jack socket, 1X USB port, 1X HDMI port.
Applications	<ul style="list-style-type: none"> ➤ Local apps: Contacts, Call History, File Manager, Programmable Key, Settings, Browser, Email, etc.
Power	<ul style="list-style-type: none"> ➤ Universal power adapter included: Input 100-240VAC 50-60Hz; max Output 12VDC, 1.5A (18W) ➤ Integrated PoE+ (Power-over-Ethernet)* 802.3at, Class 4
Compliance	<ul style="list-style-type: none"> ➤ FCC Part 15 (CFR 47) Class B, ICES-003 Class B, UL 60950-1 (power adapter), etc, or IS equivalent/ latest standard.
II. Minimum specification required for Media/ Video VoIP Phone: Type 2	
Parameter / Functionality	Description
Display	<ul style="list-style-type: none"> ➤ Min. 5" Capacitive Touch color display, Resolution: 1280 X 720 pixel, 24 bits color depth.
Keys	<ul style="list-style-type: none"> ➤ 4 menu keys ➤ Volume control keys (+ and -) ➤ Navigator: 4 way navigation + OK ➤ Hands-free, mute and message keys ➤ Call hold, call transfer and redial key ➤ Touch screen dial pad as well as physical hard keypad

Camera	<ul style="list-style-type: none"> ➤ Integrated min. 1 megapixel CMOS/MOS camera with privacy shutter, 720p 30fps.
Audio Codecs and Capabilities	<ul style="list-style-type: none"> ➤ Wideband audio available on all transducers, handset, headset and hands free, etc. ➤ Supported codecs: G.722, G.711, G.729, G.726, H.264, Opus, etc.
Video Codecs and Capabilities	<ul style="list-style-type: none"> ➤ H.264 BP/MP/HP, video resolution up to 720p, frame rate up to 30 fps, bitrate up to 4Mbps, 3-way video conference (720p@30fps), BFCP, people video (up to 720p@30fps) + content video (up to 1080p@15fps), anti-flickering, auto focus and auto exposure, camera block.
Protocols/Standards	SIP latest version, DHCP, DNS, LLDP (for Ethernet interface only), TCP, TLS, HTTP / HTTPS, RTP / SRTP, RTCP / SRTCP1, SNTP, 802.1x, VLAN (for Ethernet interface only), DSCP Layer 3 QoS.
Connectivity	<ul style="list-style-type: none"> ➤ Network Interfaces: Dual switched 10/100/1000 Mbps ports with integrated PoE/PoE+. ➤ Bluetooth: Yes, integrated Bluetooth 4.2 + EDR or latest. ➤ Wi-Fi: Dual-band (2.4GHz & 5GHz/) or single band (2.4GHz / 5GHz) with 802.11ac a/b/g/n/ac and WMM (Wi-Fi Multi Media). ➤ Connectors / Ports: 1X Power adaptor connector, 1X RJ9 analog headset port, 1X 3.5 mm audio jack socket, 1X USB port, 1X HDMI port.
Applications	<ul style="list-style-type: none"> ➤ Local apps: Contacts, Call History, File Manager, Programmable Key, Settings, Browser, Email, etc.
Power	<ul style="list-style-type: none"> ➤ Universal power adapter included: Input 100-240VAC 50-60Hz; max Output 12VDC, 1.5A (18W) ➤ Integrated PoE+ (Power-over-Ethernet)* 802.3at, Class 4□
Compliance	<ul style="list-style-type: none"> ➤ FCC Part 15 (CFR 47) Class B, ICES-003 Class B, UL 60950-1 (power adapter), etc, or IS equivalent/ latest standard.

III. Minimum specification required for Media/ Video VoIP Phone: Type 3

Parameter /	Description
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Functionality	
Display	<ul style="list-style-type: none"> ➤ Min. 4.3" Capacitive Touch color display, Resolution: 480 × 272 pixel, 24 bits color depth.
Keys	<ul style="list-style-type: none"> ➤ 4 menu keys ➤ Volume control keys (+ and -) ➤ Navigator: 4 way navigation + OK ➤ Hands-free, mute and message keys ➤ Call hold, call transfer and redial key ➤ Touch Dial pad and physical hard keypad
Camera	<ul style="list-style-type: none"> ➤ Integrated min. 1 megapixel CMOS/MOS camera with privacy shutter, 480p 30fps.
Audio Codecs and Capabilities	<ul style="list-style-type: none"> ➤ Wideband audio available on all transducers, handset, headset and hands free, etc. ➤ Supported codecs: G.722, G.711, G.729, G.726, H.264, Opus, etc.
Video Codecs and Capabilities	<ul style="list-style-type: none"> ➤ H.264 BP/MP/HP, video resolution up to 7200p, frame rate up to 30 fps, bitrate up to 2Mbps, 3-way video conference (720p@30fps), BFCP, people video (up to 720p@30fps) + content video (up to 720p@15fps), anti-flickering, auto focus and auto exposure, camera block.
Protocols/Standards	SIP latest version, DHCP, DNS, LLDP (for Ethernet interface only), TCP, TLS, HTTP / HTTPS, RTP / SRTP, RTCP / SRTCP1, SNTP, 802.1x, VLAN (for Ethernet interface only), DSCP Layer 3 QoS.
Connectivity	<ul style="list-style-type: none"> ➤ Network Interfaces: Dual switched 10/100/1000 Mbps ports with integrated PoE/PoE+. ➤ Bluetooth: Yes, integrated Bluetooth 4.2 + EDR or latest. ➤ Wi-Fi: Dual-band (2.4GHz & 5GHz/) or single band (2.4GHz / 5GHz) with 802.11ac a/b/g/n/ac and WMM (Wi-Fi Multi Media). ➤ Connectors / Ports: 1X Power adaptor connector, 1X RJ9 analog headset port, 1X 3.5 mm audio jack socket, 1X USB port, 1X HDMI port.
Applications	<ul style="list-style-type: none"> ➤ Local apps: Contacts, Call History, File Manager, Programmable Key, Settings, Browser, Email, etc.
Power	<ul style="list-style-type: none"> ➤ Universal power adapter included: Input 100-240VAC

	50-60Hz; max Output 12VDC, 1.5A (18W) ➤ Integrated PoE+ (Power-over-Ethernet)* 802.3at, Class 4□
Compliance	➤ FCC Part 15 (CFR 47) Class B, ICES-003 Class B, UL 60950-1 (power adapter), etc, or IS equivalent/ latest standard.

IV. Minimum specification required for SIP based basic VoIP Phone: Type 4	
Parameter / Functionality	Description
Display	Min 2.8 inch black and white LCD 64 x 128 pixels, white backlight
Keys	<ul style="list-style-type: none"> • 2 Line keys (Line 1/2) with LED • 4 menu keys • Volume control keys (+ and -) • Navigator: 4 way navigation + OK • Hands-free, mute and message keys • Call hold, call transfer and redial key • Dial pad
Audio Codecs and Capabilities	<ul style="list-style-type: none"> • G.722, OPUS, iLBC • G711 (A-law and Mu-law), G.729AB • VAD (Voice Activity Detection), Comfort Noise Generation (CNG) • Acoustic echo cancellation • DTMF: In-Band, RFC2833, SIP INFO • Hearing Aid Compatible (HAC)
Protocols/Standards	<ul style="list-style-type: none"> • SIP V2: RFC 2474, 2833, 3261, 3263, 3264, 3265, 3550, 4566, 5359, 6086 • Static IP and DHCP • IPv4/IPv6 • LLDP-MED QoS: 802.1p/Q tagging (VLAN), Layer 3 TOS, DSCP • TR069
Connectivity	<ul style="list-style-type: none"> • RJ-45 LAN: 10/100M Ethernet • RJ-45 PC through 10/100M Ethernet switch • RJ-9 connector for corded handset • RJ-9 connector for headset
Power	<ul style="list-style-type: none"> • Power over Ethernet (IEEE 802.3af), Class 1 • External Power supply: 5V/0.6A
Compliance	FCC Part 15 (CFR 47) Class B, ICES-003 Class B, UL 60950-1 (power adapter), etc, or IS equivalent/ latest standard.
Make	Alcatel-Lucent Enterprise □

V. Minimum specification required for IP based basic VoIP Phone: Type 5	
Parameter / Functionality	Description
Display	2.8 inch black and white LCD 64 x 128 pixels, white backlight
Keys	Navigator: 4-way navigation, OK and cancel keys. Function keys: Line hook, dial-pad, mute with LED, volume +/- keys, hands-free with LED, 2 personal keys with LED, redial, info and message with LED.
Audio Codecs and Capabilities	Wideband audio available on all transducers, handset, headset and hands free, etc. Supported codecs: G.722, G.711,G.729,G.726,H.264,Opus, etc.
Protocols/Standards	IP mode, DHCP, DNS, LLDP (for Ethernet interface only), TCP, TLS, HTTP / HTTPS, RTP / SRTP, RTCP / SRTCP1, SNTP, 802.1x, VLAN (for Ethernet interface only), DSCP Layer 3 QoS.
Connectivity	Network Interfaces: Dual switched 10/100/1000 Mbps ports with integrated PoE/PoE+. Connectors / Ports: 1X Power adaptor connector, 1X RJ45/ 1xRJ-9 analog with headset port.
Power	Power over Digital Line (PoDL) Power over Ethernet (PoE) 5V/2A power adapter
Compliance	FCC Part 15 (CFR 47) Class B, ICES-003 Class B, UL 60950-1 (power adapter), etc, or IS equivalent/ latest standard.
Make	Alcatel-Lucent Enterprise □

VI. Minimum specification required for PC for Operator Console	
Parameter / Functionality	Description
Processor type	Intel Core i5 or higher
Processor speed	2.7 GHz or better
Operating system	Win 10 professional with 64 bit, Licensed OS or higher
DDR4 primary memory RAM	Minimum 8 GB
Internal Hard disk Drive	One TB SATA Hard Drive
Display	Minimum 19 inch LED monitor
other	Keyboard and Mouse USB, Network interface 10/100/1000 Base T Network
Make	Any standard make like Dell/ HP

K. Comprehensive Annual Maintenance Contract (CAMC) support: Vendor should be agreed to provide the following services to keep the VoIP solution in good

working order to maintain no or minimum down time as per the SLA requirement as stipulated in the NIT.

CAMC support for 04 year post warranty of upgraded VoIP solution is to be provided. The contractor/ SP is required to provide manpower support at KDS for onsite support, operation & maintenance of VoIP Solution including end user device and attending all minor and major break-downs. The contractor/ SP is required to deploy adequate manpower at KDS, SMPK to maintain the mini. SLA requirement of port as mentioned in the NIT.

Maintenance and upkeep of all hardware, software, peripherals, etc. associated with EPABX would be comprehensive in nature. Periodical preventive maintenance should be done at least once in every 3 months. The SP is required to maintain an asset list of both deployed and in stock inventory of entire hardware/ equipments/ VoIP sets, etc.

For smooth operation of the IP EPABX System vendor should depute trained Engineer at office of SMPK for all working days. In case of emergency breakdown, if any, the SP is required to attend on priority even on Sunday or other holidays.

The SP shall at its own cost and arrangement obtain and maintain all required statutory clearances, permissions, spectrum or software license or any proprietary license as may be required by law for operation and maintenance of the VoIP solution.

The SP shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard. All of the Acts, Laws, Statutes, Bylaws, Rules and Regulations, mentioned above are intended to be illustrative, not exhaustive.

(a). In case of SMP, Kolkata assets/property/employee suffers damage or sustaining injury (fatal/non-fatal) as the case may be due to operation of VoIP Solution/ system provided by SP, the contractor/ SP shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to SMP, Kolkata, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by SMP, Kolkata official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of SMP, Kolkata official, within the period to be indicated by SMP, Kolkata.

(b). In case of loss of life or injury caused to any person, the SP shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.

Note: In case of non-compliance with the above provisions, SMP, Kolkata will be at liberty to realize the cost of compensation from any amount due to the contractor.

The contractor/SP shall allow SMP, Kolkata or any statutory authority to inspect the VoIP solution and other associated infrastructure installed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by SMP, Kolkata or the said statutory authority with regard to any or all the VoIP Solution and other associated infrastructure.

The contractor/SP shall be responsible for payment of taxes, duties, cess, assessment or any other charges which may be levied by any statutory authority during the currency of the contract. If during the period of the contract, any new tax / duty / cess or any other charge is imposed/levied by the Government / any statutory authority having impact on the payable amount to the contractor only to the extent of the services to be rendered after commencement of contract, then the same would be paid by SMP, Kolkata to the contractor at actual on production of relevant proof.

The contractor shall have to obtain required permits for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of SMP, Kolkata in vogue at. The required permits will be given free of cost only and RFID card/ tags will be issued on chargeable basis.

19.0 Facilities provided by SMP, Kolkata:

- i. Dock pass/permits will be given free of cost. However, RFID card / Tags will be issued to SP on chargeable basis.
- ii. Raw Electric Power.

20.0 Guaranteed Availability:

20.1 The VoIP solution should be minimum 98.50% live and available round the clock for end users. The bidder is requested to go through the SLA clause for better understanding of SLA and availability/ uptime of VoIP Solution.

21.0 SLA & Penalty:

Service Level Agreement (SLA) is the contract between Port and the bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed

performance indicators as detailed in the NIT. This section defines various Service Level Indicators which will be considered by port in the Service Level Agreement with Successful bidder.

- a. Appropriate Penalties will be recovered from the **total quarterly payment (TQP) for CAMC support**, if successful bidder is not able to achieve required Service levels during warranty/ Operation and Maintenance period of as mentioned below:

SL NO	SLA	Target Service Level Requirement	Penalties
01	Availability/Uptime of VoIP Solution.	98.50 % or higher	<p>For each component</p> <ul style="list-style-type: none"> • 98.50% or Better= NIL. • 98.00% to 98.49%=0.25% of TQP. • 96.99 to 97.99% = 0.50% of TQP. • 95.00 to 96.99% = 1.50% of TQP. • Less than 95% = 2.50% of TQP. <p>*TQP=Total Quarterly Payment</p>

NOTE:

- (i) The downtime will be measured as the time difference between the communication of the breakdown of the system by SMP, Kolkata and restoration of the system. For billing purpose, the total downtime will be calculated on quarterly basis. In the matter of imposing penalty for breach of SLA as mentioned above, the decision of SMP, Kolkata shall be final and binding on the contractor.
- (ii) The SP is required to maintain all call logs reported on system failure as well as end user equipments like VoIP sets, etc., in a single call log report and should submit a separate SLA reports accordingly.

22.0 Adequacy of the tender:

The intending tenderers are expected to visit the sites and satisfy themselves on the actual site conditions before tendering. Whatever information given in the tender document is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer including the suitability

and capability of the equipment proposed to be deployed for execution of the work.

23.0 Payment Terms

Contractor/ SP shall submit bill complete in all respect as per payment scheduled mentioned below along with all work done certificates, SLA, etc.

1. Capital Expenditure (CapEx) Payment:

- (a) 80% Payment for BOQ SL No. 1,2,3,4,5 & 6 of Capital Expenditures Cost (Part-I) will be made after successful implementation and acceptance as per the scope of work the project by SMPK. Rest of the CapEx payment for above BOQ items will be made after as per payment schedule mentioned in table below:

SL NO	Capex Payment	Miles Stone/Deliverables	Time line	Progress of Capex Payment
i	80% of the Capex (BOQ SL No. 1,2,3,4,5,& 6) Payment	At Successful commissioning of the solution/work.	T0	80%
ii	5% of the Capex (BOQ SL No. 1,2,3,4,5 & 6) Payment	After one year post commissioning of the solution/work	T0+1Y	80+5=85%
iii	5% of the Capex (BOQ SL No. 1,2,3,4,5 & 6) Payment	After two year post commissioning of the solution/work	T0+2Y	85+5=90%
iv	5% of the Capex (BOQ SL No. 1,2,3,4,5 & 6) Payment	After three year post commissioning of the solution/work	T0+3Y	90+5=95%
v	5% of the Capex (BOQ SL No. 1,2,3,4,5 & 6) Payment	After four year post commissioning of the solution/work	T0+4Y	95+5=100%

Table A: CapEx (Part-I) payment schedule

Note: *However rest of the 20% CaPex payment for BOQ SL No. 1,2,3,4,5 & 6 may be released subject to submission of equivalent Bank Guarantee by the SP for rest of the contract period.

- (b) Payment for BOQ SL No. 7,8,9,10 &11 of Capital Expenditures Cost (Part-I) will be made in full (100%) after delivery, testing and commissioning of each items. However, payment will be made as per actual quantity delivered throughout the entire contract period.

2. **CAMC Payment:** Payment for the CAMC will be paid on quarterly basis to SP as per accepted offer after successful completion of CAMC support each quarter subject to any penalty as per SLA & Penalty clause. SP is also required to submit SLA report along with the bills for CAMC payment.

****Note:**

- i. Total quarterly payment is subjected to any penalty or deductions as per the contract which may attract applicable GST. Proper GST invoice should be submitted along with SLA reports for the billing period.
- ii. SMP, Kolkata will endeavour to make payment through ECS within 30 days from the receipt of corrected bills. All reports, work done certificate and other supporting documents should be submitted along with invoices/ bills.

24.0 Contact person for Support.

An official for single point of contact is required be nominated and maintained by the Contractor (SP) for interacting /communicating with SMPK.

25.0 BID Opening

The bid would be opened on the scheduled date as mentioned in SOT above.

26.0 The GENERAL CONDITIONS OF CONTRACT (GCC) Of SMP, Kolkata:

The GCC may be downloaded from SMP, Kolkata website (<https://smportkolkata.shipping.gov.in/> 'Homepage - Rule and Regulations - Non-Service Regulations'- 'General Conditions of Contract- Forms and Agreements'.

27.0 Termination of Contract:

27.1 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, as communicated by the Engineer shall be final, binding and conclusive:

- a) If the Contractor fails to commence operation within 180 days from the date of issue of 'Work Order'. However, Engineer shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Contractor.
- b) The Contractor has abandoned the contract.

- c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- d) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

27.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.

28.0 Law Of The Land

28.1 All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control must be complied with by the contractor at their own cost. SMP, Kolkata shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by SMP, Kolkata.

28.2 The Contractor shall at all times observe and comply with all prevailing laws including regulations that are relating to works under the scope of the contract. The contractor shall follow instructions in this regard given by SMP, Kolkata. The Contractor shall carry out his work strictly in a manner which shall not obstruct or endanger the usual operation and capacity of Cargo Handling Equipment, RFID based PACS system and approaches thereto.

28.3 The Contractor shall take all possible precautions and measures to secure the efficient protection of the docks, against pollution of whatever nature during the execution of the work. He shall not allow at any time as refuse including plastic, rubbish, etc. in whatever nature to be thrown into the water by his workmen or any other agency employed by him.

29.0 Compliance Of Labour Act:

The contractor shall comply with the Contract labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923, Minimum Wage Act, 1948 and Employer's Insurance and any other Labour and other Laws in force as on date (contractor being deemed to be the employer in all cases).

30.0 Article of Value:

All articles of value or antiquity and structures and other remains of geological or archaeological interest found shall be deemed to be the property of the Trustees. The Contractor shall take every precaution to prevent damage to any such article and shall immediately report to the Engineer of the Contract or his representative in writing of such discovery and carry out, at the Trustees' expenses, Engineer's order as to their retrieval.

31.0 Force Majeure:

i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.

ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub-Contractor's Employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.

iii) Time for performance of the relative obligation suspended by the 'force majeure' shall stand extended by the period for which such cause lasts.

32.0 Interpretation Of Contract Documents, Disputed & Arbitration:

32.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the

Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

32.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman or BoT, SMP, Kolkata for taking a view on the dispute.

32.3 If there is still no settlement as mentioned at Clauses - 36.1 & 36.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

32.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

32.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

32.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

32.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

32.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

32.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

Provided Aalways As Follows:

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

BILL OF QUANTITIES (BOQ)

Preamble To Bill Of Quantities

33. General

33.1 The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.

33.2 The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.

33.3 The rates quoted shall be in both figures and words and that in words shall prevail.

34.0 Format of Price BID:

BOQ for Capital Expenditures Cost (CapEx): Part-I

SI NO	Description of items	Quantity	Unit /Set	Rate excluding GST (INR)	Total cost excluding

		(A)		(B)	GST (INR) (C=AxB)
1	Upgradation of existing SIP based IP PBX (make: Alcatel Lucent) as per scope of work and as mentioned below: (i) Software Release upgrade from existing release of Alcatel Lucent IP PBX Version 11.0 to latest. (ii) 2 nos. of IP PBX Appliance Server in redundant/ standby (active-active) mode with required application software of Alcatel-Lucent from a reputed make having features to accommodate minimum 2 PRI lines. (iii) Upgradation of 250 IP user license to SIP user. (iv) One PC system for Operator console.	1	set		
2	One separate earthing for IP PBX rack as per IS 3043 (1987): Code of practice for earthing.	1	No.		
3	One no. of UTM/Firewall with minimum 50 users license from any reputed make	1	No.		
4	4-port POE Network Switch from any reputed make	8	No.		
5	Installation charges for supplied item of up-gradation of IP PBX system including all accessories, cabling, etc required for the same.	1	set		
6	Any other items/cost required for implementation of the project	1	set		
7	Supply of SIP based full touch VoIP phone (Type-1) with 4 years OEM maintenance support including installation charges as mentioned in scope of work	1	No.		
8	Supply of SIP based full touch VoIP phone (Type-2) with hard keypad & 4 years OEM maintenance support including installation charges as mentioned in scope of work	1	No.		
9	Supply of SIP based VoIP phone (Type-3) with 4 years OEM maintenance support including installation charges	1	No.		

	as mentioned in scope of work				
10	Supply of SIP based basic VoIP phone (Type-4) with 4 years OEM maintenance support including installation charges as mentioned in scope of work	1	No.		
11	Supply of IP based basic VoIP phone (Type-5) with 4 years OEM maintenance support including installation charges as mentioned in scope of work	1	No.		
Sub-total (Part-I):					

BOQ for CAMC Cost: Part-II

SL No.	Item	Quantity (A)	Unit/ Set	Rate excluding GST (INR) (B)	Total cost excluding GST (INR) (C)
I	1 st year CAMC charges including deployment of manpower	One	Y		
II	2 nd year CAMC charges including deployment of manpower	One	Y		
III	3 rd year CAMC charges including deployment of manpower	One	Y		
IV	4 th year CAMC charges including deployment of manpower	One	Y		
Sub-total (Part-II):					

Final BOQ

BOQ for CAPEX Cost(Part-I)	
BOQ for CAMC Cost (Part-II)	
Grand Total :	Part-I + Part-II

*Note:

- I. The quoted price will be valid for entire duration of 4-year contract from Go Live. No escalation in price bid will be entertained during the entire contract period.

- II. Period of contract: Contract will be for a period of four (4) years from the date of acceptance of the solution as per the scope of work of the instant tender.
- III. GST shall not be considered for evaluation. However, GST will be paid as per applicable rate.
- IV. Evaluation will be made on the basis of Grand Total/ Final BOQ i.e. Capital Expenditures (Part-I) + CAMC Cost (Part-II).

Appendix-1

(I) Details in respect of the Company /Firm (Indian /Foreign).

Sl. No.	Name of Firms / Bidders.	Date of registration of the Company.	Address of Head Office, Regional Office and Registered Office.	Previous name of the company if any.	Details of earlier approvals, if any (ref. No. & date)

(II) Details in respect of Director.

Sl. No.	Full name of Board of Directors.	Present position held with date (since when)	Date of Birth.	Parentage.	Present & Permanent address.	Nationality.	Passport No. and issue date if any.	Contact address & telephone number.
1	2	3	4	5	6	7	8	9

(III) Details of Shareholders of applicant company (All firms /companies/entities/individuals having shareholding more than 10%.):

Sl. No.	Full name.	Parentage Father/Mother.	Date of Birth.	Permanent address.	Present address.	Present position held in the company if any.	Nationality (if holding dual nationality, both must be clearly mentioned).	% of shares held in the Company.

(IV) Details of criminal cases, if any against the Company / Director (s) as per Annexure.

SECRET

Self declaration for company of Director(s) for whom security clearance is sought.

- a. Name and address and registration number of the company:
- b. Name and address of owners, promoters and directors of the company:

- 1. -----
- 2. -----
- 3. -----
- 4. -----

- c. Is the company owners, promoters or directors listed above the subject of any:

- 1. Preventive detention proceedings (PSA/NSA etc.): Yes / No.
- 2. Criminal proceedings : Yes / No.

- d. If, Yes. Please provide following details.

- 1. Detention / Case /FIR/ Warrant number:
- 2. Police station / District / Agency:
- 3. Section of law:
- 4. Name and place of the court:

- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorised signatory of the company.

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(s)], residing at _____ [Address of the person(s)], 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 (in case of a consortium, name of the lead member)] 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 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 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 / Consortium Members with Seal)

Note -

(In case of Consortium, representative of all members must sign)

Profile Of The Tenderer

1.
 - (a) Name
 - (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 (Lead Member in case of Consortium) who will serve as the point of contact/ communication with SMP, Kolkata.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :

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

5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

Covering Letter

Dated:

To,
Chief Hydraulic Engineer, HSD
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at 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 SYAMA PRASAD MOOKERJEE PORT, KOLKATA (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 / any of the consortium member (as the case may be) 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/any of the consortium members or our / their associates 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. _____(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 :

Seal