



KOLKATA PORT TRUST  
**HALDIA DOCK COMPLEX**

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

Haldia Dock Complex, Kolkata Port Trust invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from Original Equipment Manufacturer (OEM) or bonafide and reputed System Integrator (SI) / Organization for supply, installation, configuration and comprehensive commissioning of Enterprise Anti-'X' Protection Solution with 500 licenses with centralized command and control station at Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT).

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com). Corrigendum / addendum / clarifications, if any, shall be hosted on the above mentioned website only. Tenderer should visit the website frequently.

**SCHEDULE OF TENDER (SOT):**

a.	<b>TENDER NO.</b>	<b>Ad/007/Computer/SSW/AV2015</b>
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	<b>KoPT/Haldia Dock Complex/Admn. Div/3/15-16/ET/63</b>
d.	Date of NIT available to parties to download	<b>July 30, 2015</b>
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>INR 12500/-</b> (Rupees Twelve Thousand Five Hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.  The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favor of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account are appended hereunder.  <b>a) Name of Bank &amp; Branch:</b> United Bank of India, Haldia Dock Complex Branch,

			<p>b) <b>Account No.:</b> 1604050000310</p> <p>c) <b>IFS Code:</b> UTBI0HDCF75.</p> <p><b>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</b></p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) <b>E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/3/15-16/ET/63</b></p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
ii)	Bid Document fee		<p>The intending bidders should submit the tender cost of INR <b>1000/-</b> (Rupees One Thousand only) (non-refundable) as per the payment mode mentioned above along with their offer otherwise their offer will be summarily rejected.</p> <p>Bidders should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) <b>E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/3/15-16/ET/63</b></p>

			<p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) <b>U.T.R No. :</b></p> <p>f) Date:</p>
	iii)	Transaction Fee	INR 1140 (Including Service Tax & other charges @14 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I )
h.	Last date of submission of EMD & Bid Document fee at HDC.		<b>August 24, 2015 up to 1400 HRS</b>
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		Three working days before the last date of <u>closing of online bidding for the e-tender.</u>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>		<b>From August 17, 2015 1500 hours</b>
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		<b>August 24, 2015 up to 1500 HRS</b>
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately		<b>August 24, 2015 after 1530 HRS</b>

<b><u>List of Annexure :</u></b>		
<b>Important Instructions to Bidders</b>	<b>:</b>	<b>Annexure - I</b>
<b>Commercial Terms &amp; Conditions</b>	<b>:</b>	<b>Annexure -II</b>
<b>General Conditions Of Contract</b>	<b>:</b>	<b>Annexure- III</b>
<b>Documents to be uploaded</b>	<b>:</b>	<b>Annexure- IV</b>
<b>Minimum guiding technical specification</b>	<b>:</b>	<b>Annexure - V</b>
<b>Price Bid</b>	<b>:</b>	<b>Annexure-VI</b>
<b>Declaration by the Bidder</b>	<b>:</b>	<b>Annexure-VII</b>
<b>Profile of the Bidder</b>	<b>:</b>	<b>Annexure-VIII</b>
<b>Format of Power Of Attorney</b>	<b>:</b>	<b>Annexure-IX</b>
<b>Format of Affidavit for PF</b>	<b>:</b>	<b>Annexure-X</b>
<b>Format of Affidavit for ESI</b>	<b>:</b>	<b>Annexure-XI</b>
<b>Form of Agreement</b>	<b>:</b>	<b>Annexure-XII</b>
<b>Format of Bank Guarantee</b>	<b>:</b>	<b>Annexure-XIII</b>

**Important instructions to the Bidder for E-procurement**

This is an e-procurement event of Haldia Dock Complex, Kolkata Port Trust. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions (**Annexure- II**) of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p><b>Process of E-tender :</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal <b>which is free of cost</b>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess <b>Class III</b> signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b></p> <p>1).Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p><b>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</b></p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).</p> <p><b>Contact person (Haldia Dock Complex):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1. Shri J Roy Senior Deputy Manager (Admin) Haldia Dock Complex Ph. No.- 03224 265490 E-Mail – <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a></p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. Shri J Chaudhury Asstt. Manager (Systems), Admin Haldia Dock Complex Ph. No.- 03224 265419 E-Mail – <a href="mailto:jayanto.hdc@nic.in">jayanto.hdc@nic.in</a></p> </td> </tr> </table> <p><b>Contact person (MSTC Ltd):</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</p> </td> <td style="width: 50%; vertical-align: top;"> <p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</p> </td> </tr> </table> <p><b>B) System Requirement:</b></p> <p>i) Windows 98 / XP-SP3 &amp; above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p>	<p>1. Shri J Roy Senior Deputy Manager (Admin) Haldia Dock Complex Ph. No.- 03224 265490 E-Mail – <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a></p>	<p>2. Shri J Chaudhury Asstt. Manager (Systems), Admin Haldia Dock Complex Ph. No.- 03224 265419 E-Mail – <a href="mailto:jayanto.hdc@nic.in">jayanto.hdc@nic.in</a></p>	<p>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</p>	<p>2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</p>
<p>1. Shri J Roy Senior Deputy Manager (Admin) Haldia Dock Complex Ph. No.- 03224 265490 E-Mail – <a href="mailto:jroy.hdc@nic.in">jroy.hdc@nic.in</a></p>	<p>2. Shri J Chaudhury Asstt. Manager (Systems), Admin Haldia Dock Complex Ph. No.- 03224 265419 E-Mail – <a href="mailto:jayanto.hdc@nic.in">jayanto.hdc@nic.in</a></p>				
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	<p>iv) Signing type digital signature</p> <p>v) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b>Special Note towards Transaction fee:</b> PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p><b>NOTE :</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p><b>Contact Details :</b></p> <p>Fax No. : 033- 22831002</p> <p>Email ids: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>, <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document &amp; EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD</p> <p>Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till

		finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i)	Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related addendum / corrigendum, if any, will be that of the downloading parties.</b>
	(ii)	No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprchome/">www.mstcecommerce.com/eprchome/</a> of MSTC Ltd.
8.		E-tender cannot be accessed after the due date and time mentioned in NIT.
9.		<b><u>Bidding in e-tender:</u></b>
	a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→ Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
	d.	The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		<b>NOTE:</b> - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of

		the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b>
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	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.
	g.	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.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.		No deviation to the technical and commercial terms & conditions are allowed.
12.		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.		The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
15.		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.
16.		The bid will be evaluated based on the filled-in technical & commercial formats.
17.		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.
18.		Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.		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.
20.		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 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
21		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.
22		Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23		Due date of submission of tender will not be extended under any situation.

**COMMERCIAL TERMS & CONDITIONS:****1. ELIGIBILITY CRITERIA :**

**1.1** The bidder must be Original Equipment Manufacturer (OEM) or bonafide and reputed System Integrator (SI) / Organization. If the bidder is not the Original Equipment Manufacturer (OEM), the bidder shall have to submit the certificate of authorization from the Original Equipment Manufacturer (OEM). This document shall also clearly state that the OEM shall remain responsible and ensure warranty / support as per tender period, terms and conditions. If the bidder is the OEM, this document shall clearly state that the OEM shall remain responsible and ensure warranty / support as per tender period, terms and conditions.

**1.2** The bidder shall submit evidence that the bidder has successfully executed similar work (**Order letter and execution certificate to be provided**) as per the following:

(1) At least 3 similar Works each worth not less than INR 2.50 (two point five zero) Lacs over a period of last 7 years ending on 30.06.2015 or

(2) At least 2 similar Works each worth not less than INR 3.13 (three point one three) Lacs over a period of last 7 years ending on 30.06.2015 or

(3) At least 1 similar Work worth not less than INR 5 (five) Lacs over a period of last 7 years ending on 30.06.2015

**NOTE:** Similar work shall mean having experience in supply and commissioning of Anti Virus solution in organization(s).

**1.3** Audited balance sheet and Profit & Loss account for the last **3 (three)** financial years. Average annual financial turnover during the above mentioned period must be at least INR 1.88 Lacs (Rupees One Lac Eighty Eight Thousand only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.

**1.4** The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.

**1.5** The bidder shall submit Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).

**1.6** The bidder shall submit certified copy of valid Service Tax Registration Number / Code Number.

**1.7** The bidder shall submit self certified copy of PAN.

**1.8** The bidder shall submit certified copy of 'Provident Fund Registration Certificate' OR an Affidavit as per **Annexure – X** in case the Bidder is not covered under Provident Fund Act or exempted from it.

**1.9** The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit **Annexure – XI** in case the Bidder is not covered under ESI Act or exempted from it.

**1.10** The bidder must have existing setup / Customer Service Centre at Kolkata / Haldia for call logging, call monitoring, call resolution etc.

## 2 **SCOPE OF WORK:**

- 2.1 The successful Bidder shall be responsible for supply, installation, configuration and comprehensive commissioning of Enterprise Anti -'X' Protection Solution with 500 licenses (490 Licenses for Desktop / Laptop Clients and 10 Licenses for Servers) with centralized command and control station for five years at Haldia Dock Complex, KoPT. The minimum guiding technical features of the Anti-'X' Protection Solution shall be as per **Annexure – V**.
- 2.2 The successful bidder shall provide all functions as mentioned at 2.1 including manpower and other necessary arrangements without any extra cost.
- 2.3 The successful bidder shall employ qualified and skilled personnel for supply, installation, customization, configuration and comprehensive commissioning of the solution.
- 2.4 The successful bidder shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central / State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.
- 2.5 The successful bidder shall not assign the contract to any other agency without approval of HDC, KoPT.
- 2.6 In respect of the work, the successful bidder shall be liable to submit report(s) in any structure, format & frequency desired by HDC, KoPT.
- 2.7 **Deliverables:** shall include but not be limited to -
- (A) Supply, installation, configuration and comprehensive commissioning the enterprise Anti -'X' Protection Solution with 500 licenses (490 Licenses for Desktop / Laptop Clients and 10 Licenses for Servers) with centralized command and control station at HDC, KoPT,
  - (B) User Manual & System Administration Manual,
  - (C) Free upgrade of the solution and commissioning of the same for 5 years,
  - (D) Training and
  - (E) Generation of periodical reports to facilitate management decision making. Nature of such facility must include dashboard, incident reporting by email, exception handling, presentation of data in a cogent format etc.
- 2.8 **Use of ICT at HDC, KoPT:** Presently, HDC, KoPT uses various Information & Communication Technology (ICT) enabled solutions to handle its day-to-day management and operational activities. An established optic fiber network covering all major locations / buildings act as the backbone for information flow (PORTNET). The proposed solution shall have to be seamlessly integrated with the existing ICT environment at HDC, KoPT. All target servers / clients are connected / will be connected using PORTNET.
- 2.9 **Technology independent solution:** The requirement of HDC, KoPT can be met by the prospective bidder by any type of Enterprise Anti -'X' Protection Solution based on any technology i.e. HDC, KoPT intends to highlight that the solution solicited from prospective bidders can be of any OEM but shall have to meet the requirement of HDC, KoPT.
- 2.10 **Facilitation by HDC, KoPT:** For successful commissioning of the project, HDC, KoPT shall ONLY provide existing Fiber Optic Computer Network (PORTNET), one computer having Intel Core i5 processor, 4 GB RAM, 500 GB HDD, Windows 8.1 64 bit Operating System and 1 KVA UPS for command & control centre. In case the quoted product requires a different Operating System, it shall be the exclusive responsibility of the bidder to supply the same in the name of "Haldia Dock Complex, Kolkata Port Trust" for which no extra payment shall be made.

- 2.11 License Validity:** Duration shall be for 05 (five) years i.e. license shall have to remain valid for a period of 5 years from the date of successful commissioning of the entire project at HDC, KoPT.
- 2.12 Number of target objects:** For four hundred ninety (490) desktop / laptop clients and ten (10) servers.
- 2.13 Training:** The successful bidder shall have to train personnel of HDC, KoPT after commissioning the system. The duration of the training shall be for one day. Training facility like location etc. shall be provided by HDC, KoPT.
- 2.14 Ownership and use of license(s):** HDC, KoPT shall own the 500 license(s) for the commissioned solution for the entire period of the contract. HDC, KoPT shall be at liberty to utilize the license(s) at ANY 490 clients and 10 servers as per internal policy of HDC, KoPT for a period of 5 years. It is essential to note that the number shall be maximum 500 but the target objects may change during the period of 5 years. No additional payment shall be made by HDC, KoPT in this regard.
- 2.15 Free upgrade of commissioned solution:** The successful bidder must ensure that all upgrades are implemented and commissioned during this period of 5 years from the date of successful commissioning. This must include support for future releases of Microsoft Windows Operating System for client layer. For this purpose, no additional payment shall be made by HDC, KoPT.
- 2.16 Schedule of commissioning:** The bidder shall have to install and commission the complete solution i.e. 490 nos. client end installation, 10 nos. server end installation and centralized command and control station within 45 days from the date of placement of work order.
- 2.17 Call Reporting:** The successful bidder shall be responsible for call reporting in any frequency as desired by Senior Deputy Manager (Administration) or his authorized representative. There must be a single point of contact i.e. Service Engineer(s) having mobile phone at the cost of the successful bidder for contacting at any point of time for the purpose of call logging or any other issue in respect of this tender as well as a documented procedure for the same.
- 2.18 Support:** The successful bidder shall have to provide support on call basis and shall have to resolve all fault(s), within 48 (forty eight) hours from the time of lodging of the complaint through email / phone to the satisfaction of Senior Deputy Manager (Administration), HDC, KoPT or his authorized representative as per 'Scope of Work' detailed in the Tender Document.

**3. Validity of Offer:**

The tender shall remain open for acceptance for a period of 90 days from the date of opening of the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

**4. Earnest Money:**

- (a) Bid/Tender submitted without Earnest Money shall be rejected outright without any reference to the Bidder whatsoever.
- (b) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the unsuccessful Bidder without interest after the selection of Successful Bidder. In the case of Successful

Bidder, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.

- (c) The Earnest Money shall be forfeited if the Bidder submits any forged document(s).
- (d) The Earnest Money will also be forfeited as per the other provisions, specifically mentioned in this Tender Document.
- (e) Earnest Money 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. Security Deposit:**

- (a) The successful bidder, at own expense, shall have to keep with HDC, KoPT a Security Deposit amounting to 5% (five per cent) of the Order Value (valid) for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per **Annexure- XIII** within 30 days from the date of Order Letter. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- (b) The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the successful bidder.

#### **6. Price Bid:**

Rate to be quoted on line as per **ANNEXURE-VII**.

#### **7. Evaluation of Techno Commercial Bid:**

- (a) The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria as detailed in this tender document.
- (b) HDC, KoPT reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted along with Techno Commercial Bid) and in case of any discrepancy found, findings, as will be ascertained by HDC, KoPT, shall prevail for the purpose of evaluation.
- (c) Mere submission of offer / participation shall not mean that it will be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

#### **8. Evaluation of Price Bid:**

- (a) The evaluation of the rates will only be made for the techno-commercially qualified bidders. Price Bid opening time and date to be intimated separately to the techno-commercially qualified bidders.

- (b) Evaluation shall be on the basis of the quoted rate as per the Schedule of Rates along with (plus) tax component resulting in minimum financial impact to Haldia Dock Complex. Only "Grand Total" value quoted under Sl. (4) of "Schedule of Rates" shall be considered for this purpose.
- (c) If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the successful bidder.

**IMPORTANT: HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.**

**9. Contract Agreement:**

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

**10. Payment:**

- (a) Payment shall be made strictly as per the 'Schedule of Rates'. No other charges shall be admitted or paid.
- (b) Payment shall be made after successful execution of work as per 'Scope of work' of this Tender Document. Payment for supply of licenses and one time commissioning as per serial (1) and (2) of the 'Schedule of Rates' shall be made after successful execution of the work. Payment for serial (3) of the 'Schedule of Rates' shall be made after HDC, KoPT avails the service. For this purpose, proportionate amount of the value quoted shall be paid after every 6 months from the date of successful execution of serial (1) & (2) of the 'Schedule of Rates'.
- (c) The contractor shall submit clear and correct bills (3 copies) along with relevant documents (like License Validity Certificate from OEM, Commissioning Certificate from HDC, KoPT) to the office of the Senior Deputy Manager (Administration), HDC. Payment shall be made within 30 working days from the date of submission of bill.
- (d) Payment to the contractor shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the bidder.
- (e) Applicable / statutory taxes shall be paid extra.

**11. Dock Permit:**

Necessary Dock Permit for entering the dock premises shall be provided by Haldia Dock Complex free of cost.

**12. Liquidated Damage:**

- (a) In the event of successful bidder failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in supply of 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.
- (b) HDC, KoPT 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 bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

**13. Force Majeure:**

- (a) The term "FORCE MAJEURE" as employed herein shall mean acts of God, Earthquake, War, Revolt, Riot, Fire, Flood, Sabotage, Hurricane / Cyclone and Strike, excluding strikes by the employees of the successful bidder. 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 last.
- (b) Upon occurrence of such cause and upon its termination, the party alleging that it as been rendered unable as aforesaid, shall notify the other party in writing immediately but not later 7 (seven) days after the alleged beginning thereof, giving full particulars and satisfactory evidence in support of its claim. If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.

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

**GENERAL CONDITIONS OF CONTRACT**

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>).

Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

**DOCUMENTS TO BE UPLOADED****(Documents to be downloaded, filled up, signed, scanned and uploaded)**

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

1. If the bidder is <u>not</u> the Original Equipment Manufacturer (OEM), the bidder shall have to submit the certificate of authorization from the Original Equipment Manufacturer (OEM). This document shall also clearly state that the OEM shall remain responsible and ensure warranty / support as per tender period, terms and conditions. If the bidder is the OEM, this document shall clearly state that the OEM shall remain responsible and ensure warranty / support as per tender period, terms and conditions.
2. Evidence that the bidder has successfully executed similar work (order letter and execution certificate to be provided) as per the following:  (a) At least 3 similar Works each worth not less than INR 2.50 (two point five zero) Lacs over a period of last 7 years ending on 30.06.2015 <b>or</b>  (b) At least 2 similar Works each worth not less than INR 3.13 (three point one three) Lacs over a period of last 7 years ending on 30.06.2015 <b>or</b>  (c) At least 1 similar Work each worth not less than INR 5 (five) Lacs over a period of last 7 years ending on 30.06.2015.  <b>NOTE:</b> Similar work shall mean having experience in supply and commissioning of Anti Virus solution in organization(s).
3. Audited balance sheet and Profit & Loss account for the last <b>3 (three)</b> financial years. Average annual financial turnover during the above mentioned period must be at least INR 1.88 Lacs (Rupees One Lac Eighty Eight Thousand only).
4. 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.
5. Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).
6. Copy of the Service Tax Registration Certificate.
7. Self certified copy of PAN.
8. Copy of 'Provident Fund Registration Certificate' OR an Affidavit as per <b>Annexure - X</b> in case the Bidder is not covered under Provident Fund Act or exempted from it.
9. Copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit as per <b>Annexure - XI</b> in case the Bidder is not covered under ESI Act or exempted from it.
10. Power of Attorney as per <b>Annexure - IX</b> .
11. Profile of Bidder as <b>Annexure - VIII</b> .
12. Declaration by the bidder as per <b>Annexure - VII</b> .
13. Declaration that the bidder has existing setup / Customer Service Centre at Kolkata / Haldia.
14. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) covering all components of the said tender.
15. Documentary evidence as required for compliance with minimum guiding specification as per <b>Annexure - V</b> .

**MINIMUM GUIDING TECHNICAL SPECIFICATION**

- **Certification:** ICSA LABS certified. Copy of certification to be enclosed.
- **On access scanner:** Real time virus detection, cleaning, quarantine; scan for viruses on all drives and any other external storage drives attached using USB port or using network drives without manual intervention; must protect against all kind of viruses, worms, Trojans, spyware, adware, root kits in MBR, registry entries, drivers, services, processes etc.
- **On demand scanner:** Allow user / administrator to initiate scan on memory as well as HDD or external drives.
- **ZIP scan:** Must be able to scan into multiple layers of compressed files like .zip, .rar, .tar, .bz, etc.
- **Scheduled scan:** Must allow the user / administrator to run scanner at specific times or at scheduled intervals.
- **Email protection:** Email scanning and spam protection for Microsoft Outlook, Outlook Express, Mozilla Thunderbird, Windows Live Mail, Windows Mail, and other POP3 / IMAP mail clients.
- **Internet protection:** Must provide browser protection including anti-phishing, anti-banner, pop-up blockers, anti-dialer. It must support defining of exclusion list by file extension.
- **Bootable Rescue Disk:** Must be capable of creating bootable rescue CD / DVD / USB drives for cleaning unstable, infected systems.
- **Operating System support:** For Clients: Microsoft Windows XP (32 bit), Microsoft Windows Vista (32 & 64 bit), Microsoft Windows 7 (32 & 64 bit), Microsoft Windows 8 (32 & 64 bit). For Server: Microsoft Windows 2000 Advance Server, Red Hat Enterprise Linux.
- **IPv4 & IPv6 support:** Must support IPv4 & IPv6 standards.
- **Centralized Management and Graphical Reporting:** Must be capable of being managed via a networked centralized console and must provide reports for Anti Virus coverage, Virus Definition update, Virus detection and action performed etc.
- **Auto update:** Must allow remote configuration, remote on – demand scan and automatic remote update tasks on clients through remote push technique using the centralized command and control console.
- **Infection Trace and Block:** Must be capable of discovering (trace) and reporting the IP address of the end – point system (infection source) that is broadcasting malicious code and block the infection source.

**PRICE BID****[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]**

Sl. No.	Description	Quoted Amount (In Rs.) (In Figure )	Tax Amount (In Rs.) (In Figure )	Sub Total Amount (In Rs.) (In Figure )
1	Amount for supply of Enterprise Anti -'X' Protection Solution with 500 licenses (490 Licenses for Desktop / Laptop Clients and 10 Licenses for Servers) as per Tender Document bearing No. Ad/007/Computer/SSW/AV2015			
2	Amount for initial (one time) installation, configuration and commissioning of the complete solution i.e. 490 nos. client end installation, 10 nos. server end installation and centralized command and control station as per Tender Document bearing No. Ad/007/Computer/SSW/AV2015			
3	Amount for onsite support for a period of five (5) years from the date of comprehensive commissioning as per Tender Document bearing No. Ad/007/Computer/SSW/AV2015			
4	<b>Grand Total</b>			

**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We **accept** all the terms & conditions of the Tender Document **(Ad/007/Computer/SSW/AV2015)**.
3. I / We have deposited requisite Earnest Money for the tender.
4. I / We have submitted copies of the required documents as mentioned at **Annexure- IV** of the Tender Document.
5. I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.
6. My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

-----

Signature of the bidder with office seal

**Witness:-**

Sl. No.	Name	Address	Signature
1			
2			

**FORMAT OF PROFILE OF THE BIDDER**

1. (a) Name of the Bidder:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any in India:  
(d) Date of incorporation and commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with KoPT.  
(a) Name :  
(b) Designation :  
(d) Address :  
(e) Telephone Number :  
(Land & Mobile)  
(f) E-Mail Address :  
(g) Fax Number :
  
4. Details of Authorized Signatory of the Tenderer:  
Name :  
Designation :  
Address :  
Telephone No. :  
(Land & Mobile)  
Email Address :  
Fax No. :

.....  
**Signature of Bidder / Power of Attorney Holders**

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal :**



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

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

I \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by occupation \_\_\_\_\_, residing at \_\_\_\_\_, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

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

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

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

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

BEFORE THE 1<sup>ST</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

**Affidavit**

I \_\_\_\_\_ son of \_\_\_\_\_ aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by occupation \_\_\_\_\_ residing at \_\_\_\_\_, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director \_\_\_\_\_ having office at \_\_\_\_\_ and carrying on business on the same name and style.

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

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the clause no. \_\_\_\_\_ of the Tender vide Tender no. \_\_\_\_\_ issued by the Kolkata Port Trust in respect of the work (the work is to be mentioned).

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

Deponent

Identified by: .....

**THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA**

**FORM OF AGREEMENT**

THIS AGREEMENT made this ..... day of ..... 2015 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 Successful vendor, 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 Successful vendor 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 Successful vendor as hereinafter mentioned, the successful vendor 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 successful vendor 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 successful vendor.

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 here  
unto affixed in the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

OR

SIGNED SEALED AND DELIVERED

By the said \_\_\_\_\_

In the presence of :

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

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

Name :- \_\_\_\_\_

Address :- \_\_\_\_\_

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 it 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)