

**KOLKATA PORT TRUST**

General Administration Department

**e- Tender for Providing Photocopying services to General
Administration Department of Kolkata Port Trust**

TENDER NO. : KOPT/KDS/GAD/ADMN/T/160

Dated 08.05.2018

Notice Inviting Tender

E tenders are invited from experienced contractors capable of undertaking photocopying work for Kolkata Port Trust Head Office by providing (i) one or more photocopier Machine(s) (ii) photocopy paper, other consumables & (iii) man to operate such machine (s) at the Administration Department of Kolkata Port Trust at 15, Strand Road , Kolkata – 700 001 where monthly payment would be made on “per copy” basis as per the rate to be quoted by the tenderer, subject to certain conditions. Kolkata Port Trust gives guarantee for generation of at least 80,000 copies (A4 size single side) per calendar month. The contract would be for 1 year.

SCHEDULE OF TENDER

1.	TENDER NO.	KOPT/KDS/GAD/ADMN/T/160
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price bidThe intending bidders are required to submit their offer electronically through e-tendering portal of nic.in No physical tender is acceptable by Kolkata Port Trust.
3.	E-Tender No.	2018_KOPT_360201_1
4.	Date of publication of e-Tender through Newspaper insertion, publication in KoPT & Central Public Procurement Portal	16 / 07 / 2018
5.	Date of availability of NIT to the Vendors for downloading	16 / 07 / 2018
6.	Date of Offline Pre-Bid meeting	23/07/2018 at 11.30 A.M.
7.	Earnest Money Deposit	For MSEs / MSMEs/NSIC registered tenderers : Nil For others : Rs.17,900/- (Rupees Seventeen thousand nine hundred only) may be remitted at least three days advance from the date of closing of Online e-Tender for submission of

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		<p>Techno-Commercial Bid by A/c payee Demand Draft issued in favour of Kolkata Port Trust, from a nationalized / Scheduled bank having branch in Kolkata. Please furnish the following details applied for while remitting the amount</p> <p>Name of Bidder:</p> <p>Bank Name:</p> <p>Tender No.:</p> <p>Tender Date:</p> <p>Name of the Tendering Dept. General Administration Department, KDS, KoPT.</p> <p>After the award of the contract, the Earnest Money will be refunded without interest on application to all unsuccessful bidders. The Earnest Money of the successful bidder/s shall be returned after one month from the successful commissioning of ordered equipment/s and after deposit of Security Money.</p>
8.	Tender Cost	<p>For MSME/ NSIC registered tenderers : Nil</p> <p>For others : “Tender Cost” of Rs. 500/- (Rupees five hundred only) plus GST @ 18% may be remitted at least three days advance from the date of closing of Online e-Tender for submission of Techno-Commercial Bid by cash / A/c payee Demand Draft in favour of Kolkata Port Trust Bank issued from any Nationalized / Scheduled Bank having branch at Kolkata</p> <p>Please furnish the following details while remitting the amount:</p> <p>Name of Bidder:</p> <p>Bank Name:</p> <p>PAN & GST IN Cert. No:</p> <p>Tender No.:</p>

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		Tender Date: Name of the Tendering Dept.: General Administration Department, KDS, KoPT.
9.	Last date of submission of EMD & Tender Cost to KoPT.	07/08/2018 up to 14.00 Hrs.
**EMD & Tender Cost deposited from any other party will not be accepted. Tender Cost is non-refundable.		
10.	Transaction Fee	Nil
11.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid	24/07/2018 at 12.00 hrs.
12.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid	09/08/ 2018 at 15.00 hrs.
13.	Date & time of opening of Part-I (Techno-Commercial Bid)	10/08/ 2018 at 15.30 hrs.
14.	Date & time of opening of Part-II (Price Bid)	Shall be informed later.

Note: 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

2. Under no circumstances the Due Date of the Tender will be extended.

A) Important Instructions for E-procurement



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This is an e-procurement event of Kolkata Port Trust. The e-procurement service provider is NIC. You are requested to read the Terms & Conditions of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not be considered qualified in the Tender for opening of Price Bid.

Contact person (General Administration Department, KoPT):

1.Shri S.K.Dhar

2.Shri S.Dutta

3. Shri T T Brojabasi

Sr.Dy.Secretary

Sr.Asstt.Secretary

Sr. Accounts Officer

Mobile No. 9433033608

Mobile No. 8697302203

1. **AVAILABILITY OF THE TENDER DOCUMENT:**

Tender Document may be downloaded from KoPT Website: www.kolkataporttrust.gov.in / Central Public Procurement Portal www.eProcure.gov.in.

1. **ELIGIBILITY TO BID:**

In order to be eligible to submit bid, the intending bidder will have to submit attested photocopy of the following documents:

- (1) Valid & relevant Trade License,
- (2) GST Registration Certificate,
- (3) PAN / TAN,
- (4) Audited Accounts for the last 3 years ending on **31st March 2018**.
- (5) Financial Statement showing average annual financial turnover during the last 3 years ending **31st March 2018** being at least 30% of the estimated tender value.
- (6) The intended tenderer should submit necessary documents indicating work experience during the last 7 years as under :

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No of completed job(s)	Minimum Value of each Contract (Rs.)
Completed One job	7.14,500/-
Completed two jobs	4,46,600/-
Completed three jobs	3,57,300/-

All related work orders along with completion certificates for each work should be submitted with the offer.

(9) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money. 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 will not be considered.** Copy of valid NSIC Certificate for MSEs along with DIC's certificate has to be uploaded along with bid.

(10) **The bidder should upload a declaration that they agree to all the terms and conditions of the tender in the prescribed format and in that case Each page of the NIT need not be signed with seal and date by the authorized signatory of the bidder for uploading in the tender.**

(11) Tender for the above work should be submitted in accordance with the Schedule of Quantities as specified in this tender and in accordance with the special conditions of contract. The **Special Conditions of Contract** mentioned herein under shall prevail over / in addition to the provisions as made in the Trustees' **General Conditions of Contract**.

Note:

- **“Similar works” mean providing logistic support in connection with photocopying and allied works by providing man /machine /stationeries etc. to Govt./PSU/Local Bodies / Autonomous Bodies/Private institutions etc.**

3. PRE-BID MEETING:

A pre-bid meeting will be held offline at the Conference room of Kolkata Port Trust Head Office on **03/08/2018** at 11.30A.M.



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4. GENERAL INSTRUCTIONS TO BIDDER:

4.1 The tender document is not transferable. No Bidder is allowed to submit more than one TENDER.

4.2 Validity period of tender:

The tender shall remain valid for acceptance for a period of 6 (six) months from the date of opening of the price part of the tender. If any tenderer withdraws his/their tender before the aforesaid six months, the Earnest Money deposit will be liable to be forfeited

4.3 Power of Attorney:

Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded in Part-1.

4.4 Deviation from the conditions of tender:

It is impressed upon the tenderer that the instant tender should be based on the conditions and specifications stipulated in the tender documents and that the tenderer shall not stipulate his own terms and conditions in deviation thereof, as apart from the likelihood of vitiating the tender, such deviations will lead to non-uniformity of tender and make evaluation of tenders difficult and accordingly, will render such tender liable to rejection/cancellation. However, if the tenderer feels that deviation is unavoidable, he should place the same, clause-wise, with justification, in the Pre-Bid meeting. The decision taken during the aforesaid Pre-Bid meeting on the proposed deviations will, however, be binding on the tenderers

4.5. Opening of Tender:

Part-I of the Tender shall be OPENED at **15.30 hrs. on 10/08 / 2018** in Kolkata Port Trust Head Office where representatives of the intending bidders may remain present with letter of authority. One authorized representative of each bidder may be present at the time of opening of Part-I. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder. **Price Bids** will be opened later and will be notified to the techno-commercially qualified Bidders only.

Tenderers may note that non-submission of any of the aforesaid documents / non-fulfillment of any of the aforesaid criteria, might lead to disqualification of their offers.

4.6. Termination of contract:

The contract may be terminated anytime within the currency period of the contract by KoPT at its sole discretion for any of the following factors & for such cancellation, KoPT will under no circumstance be liable for any financial repercussion to the contractor:-



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- a) Breach of any terms and conditions of contract.
- b) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage/loss to the property/material of KoPT or any inconvenience to the KoPT.
- c) The decision of the Chairman, KoPT to this effect, shall be final & binding on the contractor.

4.7 Adherence to Rules & Regulations:

The contractor shall strictly adhere to all rules and regulations as laid down by the Govt. of India, State Government and Kolkata Port Trust or any other statutory body in respect of execution of the contract. Payment to the employees has to be made through Bank ECS mode on the basis of higher of the minimum wages of Central Govt. or State Govt.

4.8. Insurance:

Kolkata Port Trust will not be responsible for any injury, fatal or otherwise, to the personnel engaged by the contractor during the course of execution of the contract and the Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained.

4.9 Income Tax:

Income Tax will be deducted at source at the appropriate rate, as per relevant provision of Income Tax Act, 1961 or any amendment thereof from all payments made to the contractor under this contract..

4.10. GST

GST, shall be paid extra by the Trustees, on actual basis as per prevailing rates .

4.11 Pre-bid Meeting:

All Tenderers are advised to attend the Pre-bid meeting in order to make themselves fully aware of the work conditions. In the event of non-attendance of the Pre-bid meeting by the Tenderers, it would, however, be presumed that the tenderer has fully considered all factors, risks & contingencies which will have direct & indirect impact on his expenses & profit from the work and no correspondence from the tenderer/contractor in this regard would be entertained. The 'Record Note of Discussion' of the Pre-bid meeting, if circulated, would also be made available in the website of Kolkata Port Trust. Any prospective tenderer may download the 'Record Note of Discussion' of the Pre-bid meeting from the website of Kolkata Port Trust, if circulated, and take necessary action accordingly.

4.12 Expense regarding preparation/submission of tender:



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Kolkata Port Trust will not be responsible for any cost or expense incurred by the Tenderer in connection with preparation or submission of the tenders.

4.13 Earnest Money: (EMD) / Bid Security

Each tenderer (save the MSME Register ones) have to deposit Earnest Money Deposit of Rs. 17,900/- by Crossed account payee Demand Draft in favour of Kolkata Port Trust payable in Kolkata from any Nationalised/ Scheduled Bank having branch in Kolkata. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of the tender (which is normally 45 days, or if the successful bidder fails to furnish the Performance Security (Security Deposit) within the specified period. After the award of the contract, the Earnest Money will be refunded without interest to all unsuccessful bidders. The Earnest Money of the successful bidder shall be returned after submission of the performance security by the Supplier / Contractor.

4.14 Refund/adjustment of earnest money deposit:

The amount of Earnest Money will be refunded to the unsuccessful tenderer(s) without interest, through A/C payee cheque/ECS, after finalization of the tender (& against surrender of the relevant original TR).

In case of the successful tenderer(s), the Earnest money will be converted into a part of Security Deposit for which a fresh Treasury Receipt will be issued (against surrender of the relevant original TR towards EMD). Delay or failure to deposit Security Deposit either in cash or in Bank Guarantee or in combination of cash and bank guarantee, will render the Earnest Money liable to forfeiture by KoPT. The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

4.15 Security Deposit (SD)

4.15.1 Successful Tenderer will submit Security Deposit for a sum Equivalent to 10% of the “Total Evaluation Value of the Contract for Three Years” within 7 days from the date of receipt of intimation in this regard, through A/c Payee Demand Draft or Banker’s Cheque executed in favour of ‘Kolkata Port Trust’ from a Commercial/ Nationalized/Scheduled Bank having office at Kolkata, valid for three years & six months, is acceptable in case the amount of SD exceeds Rs. 5 Lakhs.

4.15.2 If the bidder fails to deposit SD within the stipulated period of 7 days, the EMD will be liable to be forfeited. If after deposition of SD, the contractor fails to take up the job within the stipulated period of 10 days or fails to execute the job upto the satisfaction of KoPT or abandons the work partially or fully, the SD will be liable to be forfeited upon termination of the contract. In addition, the contractor may be suspended for the period of three year on account of his lapses.



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4.16 **Refund of Security Deposit (SD)**

4.16.1 The Security Deposit will be retained by KoPT till expiry of the contractual period. In the event of the contractor failing to execute the contract without sufficient reason acceptable to KoPT, the Security Deposit will be forfeited along with cancellation of the contract.

4.16.2 On due and satisfactory performance of the Contract and on completion of all obligations by the contractor under the contract, the Security Deposit will be refunded to them, subject to the following conditions:

- a) After deducting the amount from the Security Deposit, which may fall due towards any claim for loss or for whatsoever reasons felt necessary by KoPT.
- b) The contractor shall have to apply for the refund of Security Deposit. Before releasing the Security Deposit, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against KoPT under this contract. If any Bill(s) for the job done under this contract is/are left pending at the time of releasing the Security Money, the contractor may furnish the certificate in the following format :

“I/We hereby certify that there are no claims against KoPT under contract No.....for the job..... except to the extent of the claims preferred by me/us as per the under-noted bills already submitted to you.”

4.17 **Site Visit:**

The intending bidder may also visit the site/ work place at its own expense, prior to submission of tender for assessing the job requirement under consideration for the above contract with the prior permission / arrangement with Shri S.K.Dhar, Sr.Dy.Secretary or Shri S.Dutta, Sr.Asstt.Secretary.

4.18 **Tender Submission Procedure:**

THE TENDER must be submitted online in **TWO PARTS** (Part -I Techno-commercial Bid and Part- II Price Bid as follows:

PART-I : To be Uploaded in “Techno-Commercial Bid for Providing Photocopying services to General Administration Department of Kolkata Port Trust:

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- (i) Company Particulars (as per **Appendix ‘II’**)



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- (ii) Earnest Money (Clause 4.13)
- (iii) Power of Attorney (Clause 4.3)
- (iv) Undertaken in the form of Affidavit that all terms and conditions to the contract is agreed to by the Supplier to be uploaded in lieu of uploading complete NIT duly signed (with seal and date) by the authorized signatory of the bidder on each page [Clause 2(10)]
- (v) Techno-Commercial Specifications (**Appendix 'III'**)
- (vi) Performance Certificate (s) along with Job Completion Certificate (s) from other user (s)/client (s)

Part-II: To be uploaded in “**Price Bid for Providing Photocopying services to General Administration Department of Kolkata Port Trust for Providing Photocopying services to General Administration Department of Kolkata Port Trust**”

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- (i) Only BILL OF QUANTITY as per **Appendix- IV**.

4.19 Last Date of Submission: E- Tenders must be submitted on line **latest by 15.00 hrs. on 09/08/ 2018** after which no tender shall be accepted.

4.20 Opening of Tender:

Part-I of the Tender shall be OPENED at **15.30 hrs. on 10/08 / 2018** online in the EDP cell of Kolkata Port Trust Head Office in presence of willing representatives of the intending bidders. One authorized representative of each bidder may be present at the time of opening of Part-I. The person representing the bidder should carry a **Letter of Authority** to be issued by the authorized signatory of the bidder. **Price Bids** will be opened later and will be notified to the techno-commercially qualified Bidders only.

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: SPECIAL CONDITIONS OF CONTRACT:**5. SCOPE OF SERVICES:**

The work comprises supply of two or more Photocopier Machine(s) to be installed at the designated room of KoPT Head Office and operation of the same by the contractor or his people from 09-00 hours to 18-00 hours on all working days of KoPT. However, depending on the requirement of urgent work, the Photocopier Machine(s) (to be installed at KoPT Head Office) might be required to be operated on Saturdays, Sundays, Holidays, and beyond 18.00 hours or before 09-00 hours on working days of KoPT also. Though Kolkata Port Trust gives guarantee for generation of at least **80,000 copies (A4 papers of single side)** per calendar month, on an average of 12 months and it might go up. It is expected that the contractor would provide additional photocopier machine to cater additional requirement, if necessary. In case of urgency, the contractor shall be in a position to get photocopies done, at his office, during, before and after normal office hours.

The contractor would supply photocopying paper (75 GSM or more of JK/ Diplomat brand), Toner from OEM. It would be the responsibility of the contractor to maintain his Photocopier Machine(s) with the help of his own people or through the authorized representatives of the equipment manufacturer, at his own cost.

6 SPECIFICATION OF THE PHOTOCOPIER MACHINE(S) :

The contractor would be required to supply Photocopier machine(s) of any brand. Though KoPT would prefer to have brand new Photocopier Machine(s), the contractor would be at liberty to supply refurbished Machine also, provided copy quality is acceptable to the Port. However, the delay in supply of Photocopies due to breakdown of the Machine or otherwise will be the sole responsibility of the contractor. KoPT would deduct compensation in case photocopies of acceptable quality are not supplied within allowable lead time.

7 REQUISITION OF PHOTOCOPY :

Only authorized signatories of KoPT (of various departments housed in Head Office building) would place requisition for the photocopying job. It would be the responsibility of the contractor or his operator(s) of the Photocopier(s) to check the Authenticity of the signature of the authorized signatory of KoPT. While handling over the photocopied paper(s) to the representative of KoPT. Signature of KoPT's representative in confirmation of receipt of the same would be taken on the requisition slip itself, which would become the basis to raise the monthly bill. The exact modalities would be fine – tune in consultation with the successful tenderer.



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8 **OFFICE ACCOMMODATION FOR THE MACHINE OPERATOR :**

8.1 KoPT would provide a rent free Room along with power/electricity for installation of the Photocopier Machine(s) in the Head Office Premises. Though KoPT Head Office building premises are guarded round the clock, it would be the responsibility of the contractor to take care of the security of the Machine(s) installed by them.

8.2 The room to be provided for installation of the photocopier machine, has fan, light, AC machine and plug point for photocopier machine. Contractor shall not be allowed to install any electrical gadget/appliance other than those mentioned above, in the aforesaid room.

8.3 The contractor shall at his own cost maintain sufficient no. of operators, technicians etc. for smooth and efficient running of the photocopier machine(s). The contractor shall be responsible for satisfactory service, conduct of his personnel. If the conduct of any personnel provided by the contractor, is not found to be satisfactory, the contractor shall be forthwith replace such persons on being advised to do so.

8.4 On expiry of the contract or after termination of the contract, the contractor shall vacate KoPT's premises and give vacant, undisputed, peaceful possession within 7 days of expiry for termination of contract and remove all his belongings within the stipulated time, failing which, KoPT shall remove all the belongings of the contractor at contractor's risk and cost and no damage or any cost shall be entertained. Before handing over the possession of the aforesaid room to KoPT, the contractor must make good the damage, if any, caused by him.

9 **WORKING HOURS:**

9.1 The Photocopier Machine(s) would be required to be manned and operated from 09-00 hours to 18-00 hours on all working days of KoPT (including the day of Sree Viswakarma Puja). If the volume of work so demands the contractor would be required to operate the machine(s) beyond 18-00 hours and / or before 09-00 hours on working days. The contractor might be required to work on Saturdays, Sundays & holidays.

9.2 Only the authorized officials of KoPT would be entitled to advise the operators of Photocopier machine either to report for duty on Saturday/Sunday/Holiday or to stay beyond office hours on week days and in that case such official would be required to send such advise in writing (a proforma of such advise is enclosed).



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10. CONTRACTOR'S / BIDDER'S COMMITMENTS:

10.1 The Contractor will abide by the Job Safety measures, comply with the all Statutory Rules and Regulations in relation to works and labour contracts and will indemnify KoPT from the demands and / or responsibilities arising out of accidents or loss of life, the cause of which is the Contractor's negligence. In such cases, the Contractor will not hold KoPT responsible or obligated.

10.2 The Contractor shall alone be responsible for payment of wages and all other Statutory payments / legal dues payable to its employees, who will be deployed under this contract. The Contractor shall be responsible for compliance and coverage of its employees under relevant statutory rules and acts as applicable viz.ESI, EPF, Payment of Bonus Act, etc. and will hold themselves responsible for any misdemeanors. The Contractor shall maintain proper Books of Account, Records and Documents and shall produce to KoPT Authority as and when required. The Contractor shall obtain all requisite approvals, permission, licence etc. from the appropriate authorities for meeting its commitments and for complying with the obligations on its part under the contract.

10.3 The Contractor will not disclose information, Confidential or otherwise relating to KoPT, it might have or get access to and which may affect the reputation of the Organization, any time to other parties.

11. CLIENT SUPPORT :

The Sr.Asstt.Secretary-III or in his absence such other officer as may be nominated by Secretary, KoPT will be the Nodal Officer. He will provide necessary instruction, information and support to the Contractor for his assignment.

12. DURATION OF AGREEMENT :

The above-mentioned contract will be for a period of 1 year from the date of commencement of work.

13. EVALUATION OF TECHNO-COMMERCIAL BIDS :

Evaluation of Techno-commercial bid will be carried out as per procedure prevalent in KoPT.

14. EVALUATION CRITERIA FOR PRICE BID:

14.1 The techno-commercially qualified tenderer, who would quote the lowest percentage of service charge, would be the L1 tenderer.

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14.2 Tenders will be evaluated on the basis of “charges for photocopying each A4 size paper (on one side only)” quoted by the tenderer. From amongst the techno-commercially qualified tenderers whoever would quote the lowest offer would be adjudged as the successful tenderer.

14.3 Insertion of any extra item/condition in the bill of quantity shall render such offer liable for rejection.

15. RATES TO BE FULLY INCLUSIVE OF ALL EXPENDITURE :

The successful contractor(s) must have cleared all duties with regard to Taxes, Insurance and otherwise complied with all rules and regulations of the Central & the State Governments. KoPT shall not be liable to pay any money to the contractor at all in way of operation of this contract except the specific charges per copy (quoted by the contractor). All other charges/costs should be borne by the contractor

16 ALLOWABLE LEAD TIME :

The contractor shall have to supply the required number of photocopies of acceptable quality within the following allowable lead time in order to get full payment.

No. of photocopies required	Allowable lead time
No. of copies less than & equal to 10 (either 1 original x 10 copies or 2 originals x 5 copies or 10 originals x 1 copy, etc.)	10 minutes
No. of copies more than 10 but less than & equal to 30 (either 1 original x 30 copies or 2 originals x 15 copies or 30 originals x 1 copy, etc.)	30 minutes
No. of copies more than 30 but less than & equal to 100 (either 1 original x 100 copies or 2 originals x 50 copies or 100 originals x 1 copy, etc.)	90 minutes
No. of copies more than 100 but less than & equal to 1000 (either 1 original x 1000 copies or 2 originals x 500 copies or 1000 originals x 1 copy, etc.)	150 minutes
No. of copies more than 1000	6 hours/overnight as the case may be

17. COMPENSATION CHARGE :

In case, the requisitioned photocopies are not delivered within the allowable lead time as mentioned in para 16 above for whatever reasons including breakdown of Photocopier Machine(s), KoPT shall deduct the running bill of the contractor in the following manner, towards compensation :-

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The quantum of delay		The quantum of deduction
i)	requisitioned photocopies are delivered within of the allowable lead time of the respective category	50% of the chargeable amount for the document delivered late would be deducted.
ii)	If requisitioned photocopies are delivered within 175% of the allowable lead time of the respective category.	75% of the chargeable amount for the documents delivered late would be deducted.
iii)	If requisitioned photocopies are delivered beyond 175% of the allowable leave time of the respective category.	90% of the chargeable amount for the documents left would be deducted.

In addition to levy of the aforesaid damages, KoPT reserves the right to get the photocopies than from other sources, in case the contractor fails to deliver the photocopies within the stipulated time, and in that case, the contractor would have to reimburse KoPT the additional cost paid, if any, by KoPT to such other source (s). The amount to be so reimbursed by the contractor would be deducted from any amount due to the contractor.

18 TERMS OF PAYMENT:

a)	Monthly bill along with the written instruction obtained from the departments should be submitted for photocopies supplied during the calendar month, payment of which will be made within 30 days from the date of submission of the bill. Provided the bill, correct in all respect, is submitted within following/next month.
b)	The bill would be submitted to Administration Department on calendar month basis.

19 COMPLIANCE OF RELEVANT ACTS/ORDINANCE ETC. :

The contractor shall be required to comply with all relevant acts and laws including the Minimum Wages Act. 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour



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(Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.

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

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

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

20. **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 Chairman, KoPT shall be final and binding upon all parties.

21. **DAMAGE & LOSS TO PRIVATE PROPERTIES & INJURY TO WORKMEN:**

The contractor(s) shall at his (their) own expenses reinstate and make good to the satisfactory of KoPT and pay compensation for any injury, loss or damage accrued to any properties or rights whatever including property and rights of KoPT (or agents), servants or employees of KoPT the injury, loss of damage arising out of or in any way in connection with the execution or purported execution of contract(s) and further the contractor(s) shall indemnify KoPT against any claim enforceable against KoPT (or agents), servants or employees of KoPT or which would be so enforceable against KoPT where KoPT is a private person, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the workmen's compensation act or otherwise.

22 **ESCALATION:**

During the period of contract for one year and its extension, if any, the contractor shall not be entitled to receive any escalation for any increase in the price of labour, materials consumed or any other item.



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23. **NON-ASSIGNABILITY:**

No contract or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the contractor directly or indirectly to any person, firm or company whatsoever.

24. **SUPPLY OF REQUISITION SLIPS**

The contractor at his own cost shall supply 'requisition slip' to all departments housed in Head Office. Sufficient no. of books of Requisition Slips, preferably containing 100 slips in each book, should be supplied to the users before so that the user can start using the same from A copy of model Requisition slip is enclosed.

25. **SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:**

25.1 The successful bidder will enter into a formal agreement with KoPT, before the start of the contract & shall commence work within one month from the date of receipt of Award of Contract. All costs, charges and expenses including the stamp duty payable in connection with this Contract will be borne by the bidder.

25.2 If the selected bidder withdraws his bid or fails to enter into the agreement, his order shall be liable to be cancelled and his EMD, accordingly, will be forfeited.

26. **ARBITRATION:**

Disputes, if any arising out of this agreement will be settled by arbitration and the decision of the Arbitrator shall be final and binding on both parties.

27. **JURISDICTION :**

The contract will be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Kolkata.

28. **NON- RESPONSIVE BIDDER :-**

The offer/tender shall be treated as non-responsive, if it :

- (i) is not accompanied by requisite earnest money /NSIC Registration certificate



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- (ii) is not accompanied by requisite tender paper cost /NSIC Registration certificate
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.
- (vi) is not accompanied with the photo copy of ESI, EPF (if applicable) & GST Registration.
- (vii) if the tender is conditional.
- (viii) if all the documents required as per (Appendix III) are not uploaded.
- ix) PAN, Audited (wherever necessary) Balance Sheet & Profit & loss statement and upto date Profession Tax Paid Challan.

In addition to above, a bidder may be disqualified if –

- a) The bidder provides misleading or false information in the statements and documents submitted.
- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of Kolkata Port Trust in this regard shall be final and binding on the Bidder.

SECRETARY

**KOLKATA PORT TRUST**

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Appendix I

Particulars of Cost of Tender Document & Earnest Money Deposit**[TO BE UPLOADED WITH TECHNO-COMMERCIAL BID]****A Cost of Tender Document:**

Detail Particulars of deposit of Amount by Demand Draft (Including TR No & date)	Amount including 18% GST (In Rs.)
	590/- (Rupees five hundred ninety only)

B. Earnest Money Deposit:

Detail Particulars of deposit of Amount by Demand Draft (Including TR No & date)	Amount (In Rs)
	Rs. 17,900/- (Rupees Seventeen thousand nine hundred) only

Offer No _____

Date :

Authorized Signatory of the Tenderer

(with official Seal and date)



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APPENDIX- II

[TO BE SUBMITTED IN COVER -I]

Name of the Firm / Bidder: _____

Name of the Authorized Signatory: _____

Official Address: _____

Phone No.: _____ FAX: _____

E-Mail: _____ Cell Phone No.: _____

Trade License No.: _____ (Attach attested Photocopy)

PAN / TAN _____ (Attach attested Photocopy)

GST IN No. _____ (Attach attested Photocopy)

Bank Particulars:

Name of the Bank / Branch _____

Account Type: _____ A/C No.: _____

MICR No: _____ IFSC Code No.: _____

Authorized Signatory of the Tenderer
(with official Seal and date)



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APPENDIX - III

(CHECK-LIST FOR DOCUMENTS TO BE UPLOADED IN PART-I)

Scanned copy of the following documents are to be uploaded.

- (i) Partnership deed (duly attested) in case of partnership firm/ Statement in case of the Proprietorship firm/ Certified copy of Memorandum of Association, in case of company.
- (ii) Valid Trade License.
- (iii) Valid Professional Clearance Certificate / Up to date tax payment challan.
- (iv) Proof of possessing valid Employees' Provident Fund (EPF) Account / EPF Registration Certificate.
- (v) Proof of being registered with Employees' State Insurance Corporation (ESIC) , ESI Registration Certificate.
- (vi) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualified criteria.
- (vii) GST IN Registration Certificate
- (viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2015-16, 2016-17 and 2017-18). The same should be audited as per relevant norms wherever required.
- (ix) PAN Card.
- (x) Bank Draft/Pay Order etc. regarding EMD & cost of Tender documents / valid NSIC Certificate in respect of the nature of work in NIT.



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- (xii) Self declaration of the bidder that the Bidding Firm has not been debarred / de-listed by any Govt./Quasi Govt./Public Sector Undertaking in India.
- (xiii) The proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm / partnership firm / limited company, as the case may be is / are not associated with any other firm bidding for the same work.
- (xiv) A list of works which are in hand at the time of submitting the offer.
- (xv) Upload a declaration that they agree to all the terms and conditions of the tender in the prescribed format APPENDIX- X.
- (xvi) Tender shall be signed by the bidder or a person, duly authorized to sign on behalf of the bidder. Notarised Power of Attorney on non judicial stamp paper accompanying the offer shall indicate such authorization which should be uploaded with Techno commercial bid in terms of clause 4.3 above
- (xvii) Tender must be submitted on line in **TWO PARTS** (Part -I Techno-commercial Bid and Part- II Price Bid) as detailed in clause 4.18 above.

Deponent

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APPENDIX IVBILL OF QUANTITY

Item	In figures (Paise per copy)
All inclusive charges for Photocopying each A4 size paper (on one side only)	

- Note : i) If Photocopies are required to be done on both sides of the paper, 60% charge would be payable for photocopy of the reverse side (since cost of paper is not taken into account for the reverse side).
- Note : ii) For photocopy of A3 size papers (where the original as well as the photocopy are of A3 size), 100% more would be payable on the quoted price.
- Note : iii) The average minimum guaranteed payment per month by KoPT calculated at the end of 12 months would be Rs.(80,000 x the quoted price in paisa/100).
- Note : iv) Reduction/enlargement of the matter to be photocopied, shall not attract any additional cost. e.g. photocopy of book etc.

Signature of the witness along with Address_____
Signature of the Tenderer along

With official Seal

Date :

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APPENDIX V

Requisition Slip

M/s.(Name of the contractor)

Name of Department

Date

No. of Original	No. of copies Per original	Total No. of copies	Paper size (A4/A3)	Whether copies Required on both sides (Y/N)

.....
.....

Signature of the recipient of

The photocopies

Signature of the authorized

of KoPT

Time



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APPENDIX VI

Requisition Slip for photocopies to be done on Saturday/Sunday/Holiday & beyond office hours on week days

M/s. (Name of the contractor)

Name of Department Date.....

You are hereby advised to book the operator(s) of the photocopier machine(s)

from.....hours to hours on to get some urgent documents
photocopied.

.....

Signature of the authorized signatory of KoPT



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Appendix – VII

ON NON-JUDICIAL STAMP PAPER OF AT LEAST RS.10/-

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT

AFFIDAVIT

I.....son ofaged about.....

Years, by faith..... by occupationresiding at
.....

do hereby solemnly affirm and declare as follows:

1. THAT I am the proprietor / partner of

Having office at and carrying on business on the said name and cycle. (In case the above Department is an enlisted Contractor at Kolkata Port Trust, the same should be mentioned in the affidavit).

2. THAT my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Kolkata Port Trust as per the Clause

No. of the 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



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Appendix -VIII

KOLKATA PORT TRUST

FORM OF AGREEMENT

This Agreement made this day of _____ between the Board of Trustees' for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (Act No. 38 of 1963) (hereinafter called 'Trustees') which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office on one part and _____((hereinafter called the 'the Contractor') which expression shall unless excluded by or repugnant to the context be deemed to include its permitted assigns or successors in interest for supply of cars on the other part. Whereas the Trustees are desirous that certain work should be undertaken viz., Photocopying work for Kolkata Port Trust for a period of one year with effect from xx . xx . xxxx. and have accepted the Tender submitted by the contractor for the execution of such works. Now this Agreement witnessed as follows;

1. In the agreement, words and expressions shall have the same meanings as are respectively assigned in them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as per this agreement viz.,
 - a) The said Tender and the acceptance of the Tender
 - b) The General Instructions to the Tenderers
 - c) The conditions of Contract
 - d) Rate Schedule
 - e) All correspondence by which the contract is added, amended, varied or modified in any way, by mutual consent as per the list attached as Annexure 'X'.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to render service for photocopying by providing men, machine, paper and other consumables for a period of one year with effect from ----- in conformity with the provisions of the contract.



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4. The Trustees hereby covenant to pay the Contractor in consideration of such execution of works for a period of one year with effect from ----- at the contract price at the time in the manner prescribed by the contract or for the extended period as per tender condition and at the same rate.
5. In witness whereof the parties here to have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

The Common Seal of the Board

Of Trustees for the Port of

Kolkata was hereunto affixed

in the presence of.

Name

Address

.....

.....

Signed Sealed and delivered

At Kolkata in the presence of

CONTRACTOR

Name

Address



KOLKATA PORT TRUST

General Administration Department

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Dated 08.05.2018

ANNEXURE-IX

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non –Judicial Stamp Paper

INDEMNITY BOND

By THIS BOND I, Shri / Smt -----, son of Shri / Smt -----
--- Residing at ----- by occupation ----- the Partner / Proprietor / Director ----- having
office at ----- am a tenderer under General Administration Department, Kolkata Port Trust (A statutory
body under MPT Act, 1963)

2. WHEREAS , the said Kolkata Port Trust asked the every tenderer, to furnish an Indemnity Bond in
favour of General Administration Department, Kolkata Port Trust against all damages and accident to
the Labour/s of Tenderer / Contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named
herinabove shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND ACCIDENT
OCCURRING TO THE Labour/s of the Tenderer / Contractor as demanded by the Kolkata Port Trust
and which shall be legal and / or claimed by the Kolkata Port Trust during the execution of the work
stated in the NIT No. KOPT/KDS/GAD/ADMN/T/160
Dated 08.05.2018.
4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Kolkata Port
Trust and its administrator and representative and also all such possible claim or demand for damages
and accidents.

In WITNESS WHEREOF I _____, the Partner / Proprietor / Director
_____ Hereto set and seal this the ----- Day of ----- In
the year ----- at -----

Sureties

Indemnifier

Signature of the

1. Signature

1. Signature

Name: -

Name: -

Address

Address



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2. Signature

Name: -

Address

Witness:

1. Signature

Name & Address :



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APPENDIX- X

The Secretary

Kolkata Port Trust

Dear Sir,

Sub: **Unqualified acceptance of the terms & conditions enumerated in Tender No. KOPT/KDS/GAD/ADMN/T/160 dated 08.05.2018 regarding Providing Photocopying services to General Administration Department of Kolkata Port Trust**

I/we hereby accept all the terms & conditions as enumerated in the tender document bearing No. KOPT/KDS/GAD/ADMN/T/160 dated 08.05.2018 regarding **Providing Photocopying services to General Administration Department of Kolkata Port Trust**, subject to the decisions taken in the Pre-bid meeting held on xx.xx.2018.

.....

(Signature of the tenderer)

.....

(official Stamp of the tenderer)

.....

.....

Address of the tenderer