KOLKATA PORT TRUST

KOLKATA DOCK SYSTEM
P & R Division, Finance Department,
15, Strand Road, 6TH Floor
Kolkata - 700001,
West Bengal, India.
Email: jt.dir.pr@kolkataporttrust.gov.in
FAX: 033-22303058

Tender No. : Plg/165/VC/2016/11402 Dated : 24/11/2016.

KOLKATA DOCK SYSTEM (KDS), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from bonafide and reputed firms for supply, installation and commissioning of one no. POLYCOM make video conferencing system (Group500 -1080p--- to be integrated with existing 3 nos. POLYCOM VC systems) and 55 inches LED Display Unit with Display Unit Stand and required accessories at Kolkata Dock System of Kolkata Port Trust (KoPT). The detailed tender document will be available in KoPT's Website http://www.kolkataporttrust.gov.in (under **Tender→ KOLKATA→ Planning)** and CPP Portal. The firm should download the tender document and submit their offer along with the tender fee of Rs. 1000/- in the form of DD / Banker's Cheque. Alternatively, they may procure the tender document from the Office of Jt. Director(P&R), P&R Division, Finance Department, 15, Strand Road, Kolkata – 700 001 by depositing Rs. 1,000/- in cash to the Treasurer, KoPT at Head Office of Kolkata Dock System, Kolkata Port Trust.

Bid Document may be downloaded from MSTC website 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.	TENDER NO.		Plg/165/VC/2016/----
b.	MODE OF TENDER		e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by KOLKATA DOCK SYSTEM, Kolkata Port Trust.
c.	E-Tender No.		**KoPT/Kolkata Dock System/PnR/7/16-17/ET/360**
d.	Date of NIT available to parties to download		November 25, 2016
e.	Offline Pre-Bid Meeting starting date & Time		N/A
f.	Pre –Bid Meeting closing date & time		N/A
g.	i)	Earnest Money Deposit (EMD)	The intending bidders should submit Earnest Money of INR 10,000/- (Rupees Ten thousand only) should be paid in the form of DD/Pay Order/ Bankers' Cheque in favour of Kolkata Port Trust along with their offer otherwise their offer will be summarily rejected. Tenderers should deposit

			Earnest Money before filling and submission of bids. Details of EMD submitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder : a)Name of submitting vendor/contractor : b) E- Tender No. as above c) Amount submitted: f) Date:
	ii)	Bid Document fee	The intending bidders should submit the tender cost of INR 1000/- (Rupees one thousand only) (non-refundable) should be paid in the form of DD/Pay Order/ Bankers' Cheque in favour of Kolkata Port Trust along with their offer otherwise their offer will be summarily rejected. Bidders should deposit bid document fee before filling and submission of bids. Details of Tender Cost submitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder : a)Name of submitting vendor/contractor :

			b) E- Tender No. as above c) Amount submitted: f) Date:
	iii)	Transaction Fee	INR 340.00 (Rupees three hundred forty only) including applicable Taxes. 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 KDS.		December 15, 2016 upto 15:00 hours
i.	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.		Three working days before the last date of closing of online bidding for the e-tender.
j.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/kopt		November 25, 2016 11:30 hours
k.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		December 15, 2016 15:00 hours
l.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid). (Date of opening of Part II i.e. price bid shall be informed separately)		December 15, 2016 15:30 hours

Annexure – I

Important instructions to the Bidder for E-procurement

This is an e-procurement event of KOLKATA DOCK SYSTEM, 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.	Process of E-tender : A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. 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 Class III 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). SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt 1) Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement → PSUs/Govt. Departments →Register as Vendor Filling up details and creating own user id and password→ Submit. 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, please contact KDS/MSTC (before the scheduled time of the e-tender).

	Contact person (KOLKATA DOCK SYSTEM): 1. Mrs. Rebecca Das Joint Director (P&R) KOLKATA DOCK SYSTEM Ph. No.- 033-22107365 E-Mail : jt.dir.pr@kolkataporttrust.gov.in 2. Mr. Naba Dey Roy Sr. Dy. Director (EDP) KOLKATA DOCK SYSTEM Ph. No.- 033-71003464. E-Mail: nabadeyroy@kolkataporttrust.gov.in 3. Mr. Shivasish Chakraborty Dy. Director (EDP) KOLKATA DOCK SYSTEM Ph. No.- 033-71003466. E-Mail: shivasish@kolkataporttrust.gov.in Contact person (MSTC Ltd): 1. Mr. Arindam Bhattacharjee Deputy Manager (E-commerce) Mobile : 09330102643 Landline:033 22901004 Email-arindam@mstcindia.co.in 2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile : 07278030407 Email: smukherjee@mstcindia.co.in B) System Requirement: i) Windows 98 / XP-SP3 & above/Windows 7 Operating System / Windows 8 ii) IE-7 and above Internet browser. iv) Signing type digital signature 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
2.	(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by KDS. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email

	confirmed by them.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Special Note towards Transaction fee: 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 : Bank Details :Axis Bank, Shakespeare Sarani Branch Account Details : Axis Bank A/c.No.005010200057840 IFSC Code No. : UTIB0000005. "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". NOTE : 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. Contact Details : Fax No. : 033- 22831002 Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in. 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 non-refundable. 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.
5.	In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in turn, will not have the access to online e-tender and no correspondence in this respect will be entertained and KDS will not be responsible for any such lapses on this account. Bidder(s) are advised to make payment of tender fee and EMD well in advance in respect of tender fee and EMD.

	Vendors are instructed to use Upload Documents 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. Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.		
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by KDS. 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 website mentioned in NIT. As such, bidders are requested to see the website 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. The responsibility of downloading the related addendum / corrigendum, if any, will be that of the downloading parties.	
	(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 website. Please see website www.mstcecommerce.com/eprochome/ of MSTC Ltd.	
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.		
9.	Bidding in e-tender:		
	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 KDS.	
	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 www.mstcecommerce.com → e-procurement → PSUs/Govt. Departments→ 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
	NOTE: - 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 SUPPLIER.
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	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.	KDS has the right to cancel this e-tender 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 www.mstcecommerce.com/eprochome/mstc 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.

Important information :

1) EMD : Rs. 10,000/-

2) Last date of purchase of tender document. : 15/12/2016 upto 12:00 hrs.

3) Last date of submission of offer : 15/12/2016 upto 15:00 hrs.

4) Bid Opening Date : 15/12/2016 at 15:30 hrs.

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2.0 The scope of work will be as follows :

The scope of work will include supply, installation, commissioning and integration of 1 no. IP based POLYCOM make Video Conferencing System (Group500 -1080p), 55 inches LED Display Unit with Proper Display Unit Stand and required accessories in the Board Room of Kolkata Port Trust, 15 Strand Road, Kolkata 700001 as per the specification mentioned below under the Technical Specification clause. The new VC system should be integrated with three existing POLYCOM make VC system for seamless Video Conferencing with Shipping Ministry/ GOI, IPA, other ports etc.

The new Video Conferencing to be supplied will be under 3 year on-site warranty period.

2.1 Technical Specification:

Specification of IP based Video Conferencing System (Group500 -1080p) and other items:

The proposed system must support PAL with a PTZ camera. The codec must be based on ITU standards The VC End Point should be codec based hardware. No software based solution is accepted here. All components of the VC system like Codec, Camera and Microphone should be from the same OEM.		
Sr. No.	**Description**	**Specification Parameter**
1	Package	Full HD 1080p camera, codec, Microphone Array, cables, and remote control
2	Video Standards and Resolutions	It should support H.323, SIP standards for communications.
		It should support H.261, H.263, H.264 AVC/ SVC, H.264 High Profile
		It should support 1080p 60 fps, 1080p 30 fps, 720p 60 fps and 720p 30fps
3	Content Standards and Resolutions	It should support content sharing using standard based H.239 and BFCP over SIP. It should also support audio from PC used for content sharing.
		It should transmit both people and content both simultaneously to the far end location at 1080p 30fps
4	Audio Standards and Features	It should support G.711, G.728, G.729A, G.722, G.722.1, AAC-LD or better
		It should support 20kHz or better bandwidth with crystal clear audio and stereo sound.

		Automatic Gain Control and Automatic Noise Suppression
		Keyboard noise reduction and instant adaptation echo cancellation
5	Video and Audio Inputs	1 x HD input for connecting main HD camera
		1 x HDMI input for connecting PC/Laptop to share HD content
		1 x Microphone Input or more(Support for minimum 4 mics directly on the codec, without use of any external hardware)
		1 x 3.5mm stereo line-in
6	Video and Audio Outputs	2 x HDMI output for connecting main monitor & second monitor.
		1 x 3.5 mm stereo line-out
7	Other Interfaces	1 x 10/100/1000 LAN port
		2 x USB 2.0 for software upgrade and connecting external devices
		1 x RS-232 mini-DIN 8-pin
8	Camera	It should support 1080p60fps with 10x optical zoom.
		It should be capable of enhancing video conferencing experience with advanced face-recognition technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the users during a call without any manual intervention.
		It should support PAN Range of +/-90°, and Tilt of +/-20°
9	Network Features	H.323 and SIP bandwidth up to 6 Mbps
		IPv4 and IPv6 support from day one
		Auto Gatekeeper Discovery
		IP Precedence
		H.323 based Packet Lost Recovery
10	Multisite Feature	Multipoint license for up to 6 sites at 720p
11	Security	Media Encryption (H.323, SIP): AES-128, AES-256
		Authenticated access to admin menus, web interface and telnet API
		Local account password policy configuration
12	Other Standards	H224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.239, H.243, H.460.

		Auto sensing power supply
		It should support native integration with on premise Lync server & SFB server. Required hardware and software should be included. The system should have the feature for recording of the content in future.
13	LED Display Unit	Minimum 55 inches LED Display Unit (Make : SONY/SAMSUNG/LG)
14	Display Unit Stand	As per specification mentioned in clause 4.23.

2.2 Warranty : 3 year on-site warranty to be provided.

3.0 EMD :

The intending firms would require submitting an EMD of Rs. 10,000/- (Rs. Ten Thousand only) in the form of DD/ Banker's Cheque in the name of Kolkata Port Trust along with their offer.

4.0. INSTRUCTIONS TO THE TENDERER:

4.1 General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract.

4.2 Format and Signing of the offer document :

a) The original offer and accompanying documents must be written in indelible ink and shall be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney accompanying the offer. All pages of the offer, except for unamended printed literature, shall be initialled by the person(s) signing the offer. The name and position held by each signatory must be typed or printed or sealed below the signature.

b) The offer document shall contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections shall be initialled by the person(s) signing the offer.

c) Offer must be submitted for executing all works involved and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees' other contractors, will be liable for outright rejection.

d) The tenderer should submit the following documents along with their offer :
   i. General information as per Schedule – A
   ii. Acceptance of draft proforma of bank guarantee as per Schedule - B
   iii. Details of post sales support as per Schedule – C
   iv. Declaration of warranty period as per Schedule – D
   v. Work experience record as per Schedule -- E
   vi. Agreement form as per schedule - F

4.3 The tender, complete in all respects, shall have to be submitted by the bidder in a sealed cover :

The Bid should include the following -

<u>Cover 1 (Techno-Commercial bid)</u> should contain :

(a) All scope of work, terms and conditions as per tender document, GCC and subsequent Corrigenda / addenda, if any, uploaded under this e-tender, must be fully agreed to by bidders. Bidders will be required to indicate this online while submitting his bid on MSTC portal.

(b) Work Order / experience of the firm of similar type of works like supply , installation and commissioning of video conferencing system during last 7 years ending 30.06.2016, as mentioned below :

i) 3 similar completed works costing not less than the amount of Rs. 2.36 lakhs for each
ii) 2 similar completed works costing not less than the amount of Rs. 2.95 lakhs for each
iii) 1 similar completed work costing not less than the amount of Rs. 4.72 lakhs

Here similar work means supply, installation and commissioning of IP based video conferencing system.

(c) Power of Attorney

(d) Profile of Bidder

(e) Audited Annual Accounts for the last three completed financial years, supported by a Certificate from a Chartered Accountant, to show the Average Annual Financial Turnover considering the last three financial years ending on March 31, 2016

(f) Self certified copy of PAN Card

(g) 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.

(k) Certified copy of valid Service Tax Registration Number / Code

Number.

(l) Documentary evidence that the Bidder has an office in Kolkata for effective coordination with KDS, KoPT.

(m) A self declaration that the Bidder has not been banned / de-listed / debarred by any Government or Quasi-Government Agency or PSU. If a bidder has been banned / de-listed / debarred by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents, which the bidder is to enclose together with the Techno-Commercial Bid.

(n) A declaration that no change (in words, specification etc.) have been made in the submitted tender document of KDS, KoPT

(o) The firm should submit necessary certificate / documents from OEM assuring availability of spare parts during the warranty period directly from the OEM.

(p) Description of methodology for execution of work as per Tender Document covering all aspects like deliverables etc. as per schedule E,

(q) Other document(s) (if any), which is/are required as per this tender and/or the Bidder desires to submit (duly signed with seal).

Note: The Bidder shall be bound to produce the original of all the documents for which photocopies have been submitted, if /as demanded by KDS, KoPT, at any point of time.

Cover 2 (Price bid) should contain :

Price Bid as per format given as 'Bill of Quantity' of the tender document with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER.

4.4 OUTER SEALED COVER: All the above 2 (two) sealed covers along with the EMD envelope together with a Covering Letter as per schedule A shall be again enclosed in an outer cover and sealed, which should be superscripted with the Name of Bidder, Tender Number and Subject.

4.5 NO AUTOMATIC CONSIDERATION: Mere submission of tender will not mean that the particular offer will be automatically considered qualified and the said tender will be entertained. Such qualification will be examined at the time of evaluation of offers.

4.6 COVERING LETTER: The intending Bidder shall submit the bid with a covering letter strictly as per Schedule A . Any deviation in the content of the covering letter as compared to schedule A shall make the offer liable for rejection.

4.7 CHANGE IN TENDER DOCUMENT SUBMITTED: In case any change (in words, specification etc.) is detected in the submitted tender document vis-a-vis the tender document hosted at the abovementioned websites, the offer of the bidder shall be rejected outright.

4.8 UNSCHEDULED HOLIDAY / BUNDH: In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day. The Bidder will also be allowed to deposit their tenders till 14:00 hours on such extended day of opening.

4.9 POSTAL SUBMISSION: In case submission of offer is made by post, KDS, KoPT will not be responsible for postal delays and offers received after the offer submission date and time will not be entertained and will be summarily rejected.

4.10 RIGHTS OF KDS, KoPT:

(a) Order shall be placed as per requirement of KDS, KoPT.

(b) Notwithstanding anything contained in this Tender Document, KDS, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

(c) KDS, KoPT reserves the right to reject / disqualify an offer, in case KDS, KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder himself or on behalf of the Bidder to any officer, employee or representative of KDS, KoPT or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.

(d) KDS, KoPT also reserves the right to reject / disqualify an offer if it is satisfied that the Bidder or his representative has made false and misleading statement and/or have tried to influence KDS, KoPT in the process of examination, evaluation etc. of the tender.

(e) KDS, KoPT reserves the right to postpone the deadline for submission of Bids through notice.

4.11 BID FORMAT: The Bid shall be typed or printed and shall be signed on each page and sealed. The person(s) signing the Bid shall initial any modification made to the Bid.

4.12 ONE BIDDER - ONE BID CLAUSE: One Bidder shall submit one Bid only in response to this tender.

4.13 LANGUAGE OF BID: The Bid and any notations or accompanying documentation shall be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric System.

4.14 INFORMATION REGARDING RATES QUOTED: Rates quoted should be in figures and words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.

4.15 QUOTATION AS PER BILL OF QUANTITY: The bidder shall quote rate strictly as per the 'Bill of Quantity' separately in figure as well as in words with no counter conditions / deviations whatsoever. No alternative mode of offer shall be accepted. Conditional Price Bid is liable to be rejected outright.

4.16 (a) The bid should be submitted online through MSTC Portal. No bid shall be accepted after this date/ time.

(b) The Techno-commercial bid of the tender shall be opened as per scheduled at the Office of Joint Director (P&R), P&R Division, Finance Department, 6th Floor, 15, Strand Road, Kolkata Port Trust – 700001 and any bidder or his authorized representative, who wishes to be present at the time of the opening of the 'Techno-Commercial Bid' , may do so, if desired.

(c) KDS, KoPT may, at its sole discretion, extend the Submission / Opening due date(s) by issuing a 'Notice / Extension Notice' in the official website of KDS, KoPT.

4.17 OPENING OF PRICE BID: The 'Price Bid' of only Techno-Commercially qualified bidders will be opened on a subsequent date for which date and time will be intimated to the techno-commercially qualified Bidders.

4.18 CONTENT OF TECHNICAL-COMMERCIAL BID: The 'Technical commercial Bid' shall contain only the Techno-Commercial Part of this tender document duly filled in and signed, without price part as mentioned in clause 4.3 above.

4.19 CONTENT OF PRICE BID: The 'Price Bid' shall contain 'Bill of Quantity' duly filled in and signed. It is to be noted that the sealed envelope containing 'Price Bid' shall contain price only and no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

4.20 BIDDER LIABILITY TO UNDERSTAND IN FULL: The bidder shall be deemed to have carefully examined and fully understood the General Instructions to Bidders, the Special Conditions of the Contract, General Conditions of Contract, Scope of Work, Eligibility Criteria, Terms of Payment, Evaluation Criteria, etc.

4.21 VALIDITY OF OFFER:

(a) The tender including Price Bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of price of the tender.

(b) Prior to expiry of the validity period as indicated in the original tender, KDS, KoPT may request bidders to extend the validity for a specified period.

4.22 ADDRESS ETC. OF BIDDER: The bidder shall furnish the address of his Head Office & Local Office(s) with respective telephone / mobile numbers, fax, email etc.

4.23 Specification of Display Unit Stand:

The Display Unit Stand should be as per following :

- High-end aesthetic quality with a premium high gloss finish
- Includes optional video conferencing camera shelf
- Includes video codec / others player shelf located behind the screen interface
- Multiple fixing points allow screens to be mounted at different heights
- Lateral adjustment of screen once mounted
- Concealed cable management and braked castors
- All mounting hardware and any other required accessories

4.24 DECLARATION REGARDING BAN / DELISTING/ DEBARMENT:

Bidder must give a declaration to the effect that they have not been banned or de-listed or debarred by any Government or Quasi-Government Agency or PSU. If a bidder has been banned / de-listed / debarred by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents, which the bidder is to enclose together with the Techno-Commercial Bid.

4.25 ADDENDA / CORRIGENDA etc. :

At any time prior to the due date for submission of tender, KDS, KoPT may, for any reason, whether at its own initiative or in response to queries / clarifications raised by the intending bidder(s) during pre-bid meeting or otherwise, modify the tender document by issuance of addenda to the bidders. The bidders are advised to note the details of addenda/corrigenda etc., as may be given in KoPT's website, prior to submission of bids.

4.26 SUBSTITUTION OR WITHDRAWAL OF TENDER:

(a) The Bidder may substitute or withdraw its tender after submission, provided that written notice of the substitution or withdrawal is received by KDS, KoPT before the due date and time of submission of the tender or any extension thereof.

(b) No tender shall be substituted or withdrawn by the bidder after the due date and time of submission of tender or any extension thereof.

(c) If the bidder substitutes or withdraws its Bid during the interval between the specified date and time of submission of tender or any extension thereof and expiration of the validity period of the tender including extension thereof, the Earnest Money Deposited (EMD) would be forfeited.

(d) Substituted tender shall also be prepared, sealed, marked, and delivered in

accordance with relevant clauses of the Tender Document with all the covers being additionally marked "SUBSTITUTION".

(e) In the event of "SUBSTITUTION", only the substituted tender would be considered. The original tender shall be returned to the bidder concerned unopened.

4.27 Acceptance of offer:

It is not obligatory on the part of the Trustees to accept the lowest offer. They reserve the right to accept a tender in full or in part and /or reject tender(s) without assigning any reason.

The tenderer has to execute the work in accordance with the General Conditions of Contract, Special Conditions of Contract, and Scope of work and Bill of Quantities.

4.28 Security Deposit:

The firm would require to submit a Bank guarantee equivalent to 10% of the total contract value which will be kept as security deposit and should be valid for a period of 39months (36 months + 3 months) from the date of acceptance of the work.

4.29 Deviations from Terms and Conditions

No deviation of any terms and conditions as mentioned in the subject document would be accepted.

4.30 Preliminary Examination:

Arithmetical errors shall be rectified on the following basis:-

If there is a discrepancy between the unit price and the total cost that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total cost will be amended accordingly.

4.31 Taxes and duties etc. :

The tenderer shall be entirely responsible for all taxes, duties and other such levies arising out of this contract except Service tax and Cess which will be payable at actual, as applicable. Kolkata Port Trust will not issue any Sales Tax Declaration Forms.

Deduction shall be made from payments to the tenderer towards Income Tax, if Applicable, as per the law and rules of the Government in force at the time of Payment, as KoPT is not a 'Registered Body Corporate' under Service Tax Law.

4.32 Delivery Period:

The Video Conferencing system should be supplied and installed within a period of 4 (four) weeks from the date of issuance of work order.

4.33 Transport and Permit:

The tenderer is also required to have their own transport for movement of their men and material inside/outside the port premises. No vehicle or manual assistance will be provided by Kolkata Port Trust.

However, **free permits** will be issued by Kolkata Port Trust to the officials of the firm engaged in the work inside docks and other areas and the contractor will submit their offer accordingly.

Contractor shall strictly abide by the Security norms including Information Security Regulations wherein employers of the contractor should not have access to any system without prior permission.

4.34 Acceptance Criteria:

a) The tenderer shall provide all necessary instruments at their own cost for the purpose of inspection and testing.

b) All results of inspection and tests will be recorded for inspection and verification by KoPT. These reports shall form a part of the job completion documents.

c) Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.

5.0 GENERAL CONDITIONS OF THE TENDER:

5.1 'General Conditions of Contract (GCC), Forms and Agreements', as sanctioned by the Board of Trustees, are available in the KoPT website for download.

5.2 Only those Clauses, Forms or Formats of GCC, which are not covered anywhere in this Tender Document, shall be applicable.

5.3 Also, for the sake of interpretation of the contents of the Schedules / Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

6. **SPECIAL CONDITIONS OF TENDER :**

6.1 PERIOD OF CONTRACT:

(a) The contract shall commence from the date of Order Letter.

(b) Supply, Delivery and installation activities as per "SCOPE OF WORK" shall have to be completed within **4 weeks** from the date of Order Letter.

(c) The contract shall remain valid for a period of 36 months, as per Warranty clause, from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

6.2 DEFINITION OF "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY":

"SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" shall include successful supply, installation, seamless integration and comprehensive commissioning of all relevant components of the "SCOPE OF WORK". This shall be certified by a KoPT official, as satisfactory after which it shall be deemed as "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

6.3 ACCEPTANCE OF ORDER LETTER:

After finalization of the tender, KDS, KoPT shall issue Order Letter to the successful bidder. The successful bidder, on receipt of the same, shall remit requisite Performance Guarantee within a period of 30 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation. Pending execution of Contract Agreement, (explained under Clause 6.17) the Order Letter and its acceptance by the successful bidder will be construed as an Agreement between KDS, KoPT and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder.

6.4 PRIORITY OF CONTRACT DOCUMENTS:

6.4.1 The documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract (Joint Director (P&R)) , who shall thereupon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.

6.4.2 Unless otherwise specified in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect then, unless a different intention appears, the provision(s) of one will override other (but only to the extent these are at variance) in order of precedence as given in the list below i.e. a particular item in the list will take precedence over all

1. Order Letter
2. Special Conditions of the Contract
3. Scope of Work
4. Bill of Quantity
5. Instructions to Bidder
6. General Conditions of Contract
7. Any other document(s) forming part of the Contract

those placed lower down the list:

6.5 SERVICE TAX & CESS:

Service Tax and Cess would be payable extra by KDS, KoPT as applicable. The successful bidder shall have to submit valid Service Tax Registration Certificate and disclose his Service Tax Code number along with his offer. The Bidder would also declare the applicable Service Tax rate in percentage with corroborating documents as specified in the Tender document.

The bidder should note that KoPT is not an entity registered a body corporate for the purpose of service tax law and therefore as per clause (v) of section A of Service tax notification no. 30/2102-ST dt. 20.06.2012, KoPT is not liable to pay service tax under reverse charge mechanism on the service of renting of motor vehicles to carry passengers, supply of manpower for any purpose and service potion in execution of works contract. In case of liquidated damages / damages / penalties or any recoveries, service tax at the appropriate rates will be charged on such deductions / recoveries and deducted form the bills of contractors.

In the event of introduction of GST, KoPT will be liable to pay only on GST which is in lieu of Service Tax and Cess, if applicable.

6.6 PERFORMANCE GUARANTEE / SECURITY DEPOSIT:

6.6.1 The successful bidder, at own expense, shall have to keep with KDS, KoPT a Security Deposit amounting to 10% of the Order Value (valid) for the entire period of contract plus three months in the form of Bank Guarantee as per Schedule B 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 (clause 4.28 above).

6.6.2 The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" (i.e. Joint Director (P&R)) 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 KDS, KoPT due to default on the part of the successful bidder.

6.7 DELIVERY:

All aspects of safe delivery shall be the exclusive responsibility of the successful bidder. KDS, KoPT reserves the right to reject any item, if found unsuitable and/or not conforming to the specification provided in the Tender Document. The rejected items, if any, shall have to be taken back and replaced by good quality equipment forthwith at the cost of the successful bidder. No payment will be made for the rejected items. During

installation at site, if any item is found to be defective or broken, it will be replaced with new one by the successful bidder at his own cost and risk.

KDS, 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.

6.8 WARRANTY:

6.8.1 The successful bidder must provide onsite comprehensive (including spares & labour) next-business-day replacement warranty for all equipments for a minimum period of 36 (Thirty six) months from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

6.8.2 The successful bidder shall make good at his own expenses all defects due to faulty design, material and workmanship of the equipment, its integration and commissioning detailed in the Tender Document, which may develop during a period of 36 months (warranty) from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY". If any difference of opinion arises on any of the provisions of this clause, the decision of the Joint Director (P & R), KoPT shall be final and binding on the successful bidder.

In default the Joint Director (P & R), KoPT will be at liberty to get the repair / replacement of any / all faulty equipment, its integration and commissioning detailed in the Tender Document free of cost from the successful bidder without any obligation.

6.9 PAYMENT:

6.9.1 Payment shall be made strictly as per provisions mentioned in the Payment terms (clause 7.0). No other charges shall be admitted or paid.

6.9.2 Payment, subject to relevant conditions of the contract like Performance Guarantee etc., shall be made after submission of clear, correct and complete bills along with relevant documents, after "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" or from the date of submission of clear, correct and complete bills, whichever is later.

6.9.3 As payment shall be made electronically, the successful bidder is required to submit information regarding the bank particulars etc. alongwith the Techno Commercial bid.

6.9.4 For non-fulfilment of any obligation under the contract, KDS, KoPT reserves the right to withhold the payments due to the successful bidder in part or full till such period as KDS, KoPT may consider necessary for due performance by the successful bidder.

6.10 EVENT OF DEFAULT CASES:

(a) In case there is delay in "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" beyond 4 (four) weeks.

(b) If the successful bidder fails to perform or discharge any of its obligations under the provisions of the contract.

(c) If representation made or documents / certificates submitted or warranty given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.

(d) If the successful bidder is adjudicated bankrupt or insolvent.

(e) If the successful bidder assigns or transfers job as per provisions of the contract to any third party without permission from KDS, KoPT.

(f) If the successful bidder, through its employees, gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

6.11 TERMINATION OF CONTRACT EITHER IN PART OR IN FULL:

6.11.1 If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract are not being rendered in part / full or not up to the satisfaction of KDS, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Joint Director (P & R), KoPT through her authorized representative shall assess the position and if she is of the opinion that the service is not to the satisfaction of the authorities of KDS, KoPT and/or legal obligations are not being fulfilled by the successful bidder, Joint Director (P & R), KoPT shall terminate the full or part of the contract after giving 30 days' notice and her decision in the matter shall be final and binding on the successful bidder.

6.11.2 During the termination period of 30 days as above, the successful bidder may be asked by KDS, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.

6.11.3 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.

6.11.4 No compensation shall be paid by KDS, KoPT to the successful bidder in the event of termination of the contract.

6.11.5 If after termination, any amount is due to be paid by KDS, KoPT to the

successful bidder, the same shall be paid after adjustment of the dues and damages receivable by KDS, KoPT from the successful bidder.

6.12 Risk Purchase :

Upon termination of the contract, for any of the reasons indicated in para 6.10 & 6.11 above, Joint Director (P & R), KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or damages that KDS, KoPT is entitled to in terms of the other relevant clauses in the contract. KDS, KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.

6.13 Liquidated Damages payable by the contractor:

In case the firm engaged in the work fails to complete the work satisfactorily within the stipulated time period then liquidated damages @0.5% of the contract value will be applicable for delay per week or part thereof subject to a maximum limit of 10% of the contract value of the work. Service tax at applicable rates shall be charged on all damages and penalties as per statue.

6.14 SUCCESSFUL BIDDER TO INDEMNIFY:

6.14.1 Damage & loss to private property & injury to workmen

The Contractor shall at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust, the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servants or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust 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

6.14.1 The successful bidder shall indemnify KDS, KoPT from the possible future demand of workers / employees engaged by them under this contract, for absorption in KDS, KoPT. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.

6.15 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 KDS, KoPT under official seals within a period of 30 days from issuance of Order Letter. Format of the agreement shall be as per Schedule G.

6.16 AMENDMENT:

In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Government of India and law(s) of the land.

6.17 ILLEGALITY/INVALIDITY OF CONTRACT PROVISION:

If for any reason whatsoever, any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

6.18 AMICABLE SETTLEMENT:

If any dispute or difference or claims of any kind arises between the successful bidder and KDS, KoPT in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the request of any party in an effort to resolve such dispute , difference or claim by discussion between them.

6.19 SETTLEMENT OF DISPUTES

6.19.1 Should any dispute, barring legal ones, arise between KDS, KoPT and the successful bidder in connection with this contract, the dispute/difference in opinion will be resolved by Chairman, KDS, KoPT, which shall be final and binding upon the successful bidder.

6.19.2 In case of any legal dispute between KDS, KoPT and the successful bidder in connection with this contract, the same shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be at Kolkata, India.

6.20 GOVERNING LAWS, DAMAGE TO ASSETS AND RELATED ISSUES:

This contract shall be governed by and construed in accordance with the

prevailing laws of the Republic of India. The successful bidder shall fulfil all legal obligations in respect of the contract. KDS, KoPT shall accept no liability whatsoever in the matter and also in case of accident, if any.

6.21 The successful bidder shall be fully and exclusively liable for the payment of any and all taxes now in force and / or hereafter imposed, increased or modified from time to time in respect of the above job and all contributions and taxes for unemployment compensation, insurance and old age pensions and amenities now or hereafter imposed by any law of the Government / Local Bodies which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the successful bidder. KDS, KoPT shall have no liability whatsoever concerning the personnel of the successful bidder. The successful bidder shall keep KDS, KoPT indemnified against all losses or damages or liability arising out of or imposed in the course of employing the persons or out of his relation with his employees. The successful bidder shall make regular and full payment or wages / salaries and other payments due to his employees and furnish necessary proof whenever required by KDS, KoPT. The successful bidder shall be liable to pay any increase of wages / salaries, if any, of his employees during the contractual period.

6.21.1 The successful bidder shall defend, indemnify and hold KDS, KoPT harmless from any liability or penalty, which may be imposed by the Central / State Government or Local Authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work required in this contract including any liability that may arise out of any accident.

6.22 The successful bidder must ensure that no inconvenience or loss or damage of any asset belonging to either KDS, KoPT or stakeholders of KDS, KoPT takes place during the entire period of contract due to fault on the part of the successful bidder. The successful vendor shall be solely accountable for all liabilities and losses, if caused and the decision of the "ENGINEER OF THE CONTRACT" in such matters shall be final and binding on the successful bidder. The successful bidder shall be required to make good any loss as ascertained by the "ENGINEER OF THE CONTRACT" within the period indicated by the "ENGINEER OF THE CONTRACT".

6.23 FORCE MAJEURE:

6.23.1 Force Majeure Event - Force Majeure Event shall mean any event or circumstance or a combination of events and/or circumstances set out hereunder or the consequences thereof which materially and adversely affect the successful bidder in due performance of its various obligations under the contract.

(a) Acts of God, rain, storm, cyclone, hurricane, flood, fire, etc.

(b) Strikes, boycotts or other forms of labour unrest, excluding strike or boycotts by employees of the successful bidder.

(c) Act of war, riot, etc..

6.23.2 Notice of Force Majeure Event - The successful bidder shall give notice to KDS, KoPT in writing of the occurrence of the Force Majeure Event

["the Notice"] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

The notice shall inter-alia include full particulars of:

(a) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,

(b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,

(c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and

(d) Any other relevant information.

6.23.3 Period of Force Majeure - Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the successful bidder in respect of the Force Majeure Event until the earlier of:

(a) Expiry of the period during which the successful bidder is excused from performance of its obligations

Or

(b) Termination of the contract.

6.23.4 Performance Excused - The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

6.23.5 Resumption of Performance - During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KDS, KoPT of the same in writing.

6.23.6 Extension of time for performance of obligations - KDS, KoPT may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KDS, KoPT.

6.23.7 Termination due to Force Majeure Event - 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.

6.24 DETERMINATION OF RESPONSIVENESS:

Prior to evaluation of Techno Commercial part of the tender, KDS, KoPT will determine whether each offer is responsive to the requirement of the Tender Document. An offer shall be considered responsive if the tender -

(a) Is received by the due date and time including extension thereof, if any,

(b) Is signed, sealed and marked as stipulated in this Tender Document,

(c) Is accompanied by the required Covering Letter,

(d) Is accompanied by the required Power of Attorney,

(e) Contains all the pages of the Tender Document including Addendum, if any, duly signed as stipulated in this Tender Document,

(f) Contains all documents, information, certificates, certification / authorization from OEM etc. as requested in this Tender Document,

(g) Contains information/details in formats specified in this Tender Document,

(h) Is accompanied by certificates of Chartered Accountant etc. as applicable,

(i) Is consistent with respect to details submitted in the tender and supporting documents,

(j) Has not proposed any deviation whatsoever as compared to the terms & conditions, scope of work etc. detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda, if any.

6.25 CLARIFICATION DURING EVALUATION PROCESS:

To assist in the process of evaluation of Tender, KDS, KoPT may, at its sole discretion, ask any Bidder to provide additional documents/details, seek clarification in writing from any bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. KDS, KoPT reserves the right to reject any offer which is non-responsive.

6.26 CONFIDENTIALITY:

Information required by KDS, KoPT from the bidder for the purpose of examination, evaluation etc. of offer will be kept confidential by KDS, KoPT and no such information will be divulged, unless it is ordered to do so by any authority that has power under the law to do so.

6.27 EVALUATION OF TECHNO-COMMERCIAL BID:

6.27.1 The techno-commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria as detailed in this tender document.

6.27.2 KDS, KoPT reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted alongwith Techno-Commercial Bid) and in case of any discrepancy found, findings, as will be ascertained by KDS, KoPT, shall prevail for the purpose of evaluation.

6.27.3 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.

6.28 EVALUATION OF PRICE BID:

6.28.1 Evaluation of rates will be carried out per format of "Bill of Quantity" with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Non compliance of the same shall result in outright rejection of the offer.

6.28.2 The Bill of Quantity must contain the comprehensive price offer excluding statutory components like Service Tax and Cess, if any.

6.28.3 Statutory Components only like Service Tax and Cess, if applicableand shall be paid at actual should be shown separately.

6.28.4 If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.

KDS, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

6.28.5 **The basic rate:**

The basic rate (including all taxes and duties excluding Service tax & Cess) quoted in the tender shall hold good and shall be binding on the tenderer, not withstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the tenderer shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties or proposed GST as introduced or to be modified/introduced by Govt. from time to time.

6.29 Notification of the award of contract

The successful tenderer is to be notified that their offer has been accepted and the basis on which, the tender has been accepted through 'Notification of the award of contract'. The 'Notification of the Award of Contract' will constitute the information of a contract until the contract has been effected pursuant to Clause 12 of "General Instructions to Tenderers".

7.0 Payment terms :-

Payment will be made as per the payment terms mentioned below:-

i. **90%** payment will be made after supply, installation and commissioning of the video conferencing system.

ii. **10%** payment will be made after expiry of warranty period of 36 months from the date of acceptance of the work. Instead the firm may submit a BG equivalent to 10% of the contract value from any schedule bank against which the payment may be released. The validity period of the BG would be the total Warranty period of 36 months plus 3 months i.e. 39 months.

9. Bill Of Quantity :

Name of the item	Quantity	Unit Price (Rs.)	Tax (Rs.) **	Grand Total (Rs.)
PLOYCOM make IP based Video Conferencing System and 55 inches Display Unit with Proper Display Unit Stand and any other required accessories as per the specification mentioned in para 2.1 above.	1 Set			

** excluding Service Tax & Cess , if any.

Work order will be issued to the firm with **lowest** Grand total (submitting offer as per the requirement / technical specification mentioned in the tender).

Schedule "A"

NIT No.

NIT for

GENERAL INFORMATION

Company Name : _____

Head Office Address : _____
_____

FAX No. : _____ Telephone No. _____

Regional Office Address : _____

FAX No. : _____ Telephone No. _____
Local Office Address : _____

FAX No. : _____ Telephone No. _____
Country and Year Incorporated *

Main Lines of Business :

1._____ Since _____
2._____ Since _____
3._____ Since _____

Organisation chart showing structure of company including names and position of Directors, General Managers and other key Personnel and total number of qualified key technical personnel in Company's current employment for execution of this project are enclosed.

Signature and Seal of the Tenderer.

Schedule ' B'

Draft Proforma of Bank Guarantee to be issued by the Kolkata Branch of any nationalised Bank of India on Non-Judicial Stamp Paper worth at least Rs. 100/-, in connection with the NIT

To,
The Board of Trustees
for the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to hand over the work order to Shri/ Messrs ....., a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to a "The Contractor") for thorough repair, under the terms and conditions of the contract made between the Trustees and the Contractor, for " .....)" 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, Kolkata, 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, Kolkata, 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, Kolkata, shall have no right do 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 "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and
the Trustees, this would be no ground for us,..... (Name of Bank), ... Branch, Kolkata, to decline to honour the Bank Guarantee
in the manner aforesaid. The very fact that We,.....Branch, Kolkata, 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, Kolkata, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,..... Branch, Kolkata, 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, Kolkata, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,.....Branch, Kolkata, 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,Kolkata, 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,Kolkata, 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 contact 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 contactor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, 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, Kolkata.

5. We,.....Branch, Kolkata, 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.....
KOLKATA.....

(Official seal of the Bank)

Schedule "C"

NIT No.

NIT for

POST SALES SUPPORT IN KOLKATA

Sl.	Type of Manpower Strength	No. of Engineers per category	Certification Standards	Details of the Engineers Annexed Y/ N
1	Service Engineers			

Signature of Tenderer ----------

Schedule 'D'

NIT No.

NIT for

WARRANTY

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawings, or samples, if any, and shall be operational. This warranty shall survive inspection for and payment for, and acceptance of the goods, but shall expire (except in respect of complaints of which we have been notified prior to such date) twelve (12) months after their successful installation and acceptance by the purchaser.

We agree to depute one Service Engineer on a regular basis for on site maintenance, troubleshooting and replacement of spares. Defect / Problem of Video Conferencing system shall be attended to by the service Engineer immediately. If any major breakdown is not cleared within 4 hours, alternate suitable arrangement like replacement of faulty system / subsystem has to be organised to make the System operational.

The obligations under the warranty shall include all costs relating to labour, spares, maintenance (preventive and unscheduled) and transport charges from site to manufacture's works and back and for repair/adjustment or replacement at site or any part of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications given by the purchaser to us.

_____	_____
Signature Of Witness	Signature of Tenderer
NAME AND ADDRESS	NAME AND ADDRESS
_____	_____
_____	_____
_____	_____
Tel. / Fax No ._____	Tel. / Fax No ._____
Date_____	Date_____

Schedule ‘E’

NIQ No.

NIQ for

Experience Record

Client List : supply of video conferencing system:

1. Name of the Client and Address
2. Contact Telephone No / Fax No
3. Details of Hardware and Software Supplied for the project
4. Contract Value
5. Contract Start Date
6. Contract Completion Date

Information need to be supported by certificates from end customers

Signature of the Tenderer ----------

Schedule ‘F’

NIT No.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

Agreement made this day of _____2016 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts 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 one part and _____(hereinafter called the 'the Contractor' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

Whereas the Trustees are desirous that certain work should be undertaken viz., supply of 1 no. ploycom make video conferencing system in the Board Room of Chairman, KoPT and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witnesseth as follows :

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" 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 NIT document and the acceptance of the same
b) The General Instructions to the offerers
c) Special 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.

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 execute the work in conformity in all respects with the provisions of the contract.

4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices at the time and in the manner prescribed by the contract.
In witness whereof the parties hereto 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.

Common Seal of the Board
The Board of Trustees for of Trustees for the Port of the Port of Kolkata.
Kolkata was hereunto affixed in the presence of.

Name.....

Address.....
_____
.....
.....

Jt. Director(P&R)

Signed, Sealed and delivered
at Kolkata in the presence of

Name.....
_____

Address.....
.....

Contractor