



**TENDER FOR**

**SUPPLY, INSTALLATION &  
COMMISSIONING OF  
ONE ONLINE UPS SYSTEM  
ALONG WITH  
5-YEAR COMPREHENSIVE ONSITE  
WARRANTY AT  
HALDIA DOCK COMPLEX,  
KOLKATA PORT TRUST**

**TENDER NUMBER  
Ad/007/UPS/2017**

**E-TENDER NUMBER**

**KoPT/Haldia Dock Complex/Admn. Div/17/16-17/ET/597**

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## **DISCLAIMER**

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC, KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC, KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC, KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC, KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC, KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC, KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC, KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC, KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC, KoPT is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC, KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC, KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC, KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.



**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

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

Haldia Dock Complex (HDC), 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 System Integrator (SI) / Organization/ Original Equipment Manufacturer (OEM) for supply, installation and commissioning of one online UPS along with 5-year comprehensive onsite warranty at Haldia Dock Complex, Kolkata Port Trust.

Bid Document may be downloaded from MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) and <http://www.eprocure.gov.in>. Corrigendum / addendum / clarifications, if any, shall be hosted at [www.mstcecommerce.com](http://www.mstcecommerce.com) website only. Tenderer should visit the website frequently.

**SCHEDULE OF TENDER (SOT):**

a.	<b>TENDER NO.</b>	<b>Ad/007 /UPS/2017</b>
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	<b>KoPT/Haldia Dock Complex/Admn. Div/17/16-17/ET/597</b>
d.	Date of NIT available to parties to download	<b>3<sup>rd</sup> March, 2017</b>
e.	Pre-Bid Meeting starting date & Time	NA
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>INR 28000/-</b> (Rupees Twenty Eight Thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.  The bidders are advised to deposit Earnest Money using the <b><u>Axis Bank Payment Gateway only</u></b> . No other method of payment of EM shall be accepted.

			<p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) itself under the icon: " <b><u>HDC EMD/Tender Fee Payment</u></b> ". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "<b>Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway</b>" section of the tender document.</p> <p>Through Axis Bank Gateway with the tender.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids.</p> <p>Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :  b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/17/16-17/ET/597  c) Amount remitted :  d) Remittance Bank Details:  e) <b>URN No.:</b>  f) Date of payment:</p>
	ii)	Bid Document fee	The intending bidders should submit Bid Document Fee of INR <b>1000/-</b> (Rupees One Thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be

			<p>summarily rejected.</p> <p>The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.</p> <p>The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) under the icon: " HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "<b>Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway</b>" section of the tender document.</p> <p>Tenderers should deposit Earnest Money before filling and submission of bids. Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :  b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/17/16-17/ET/597  c) Amount remitted :  d) Remittance Bank Details:  e) <b>URN No.:</b>  f) Date of payment:</p>
iii)	Transaction Fee		<b>INR 805/-</b> (Including Service Tax & other

		charges @ 15 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")
h.	Last date of submission of EMD & Bid Document fee.	<b>27<sup>th</sup> March, 2017 up to 1500 hours</b>
	Last date of submission of Transaction fee through RTGS/NEFT in favour of MSTC Limited, Kolkata.	Three working days before the last date of <u>closing of online bidding for the e-tender.</u>
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprchome/kopt">www.mstcecommerce.com/eprchome/kopt</a>	<b>From 15<sup>th</sup> March, 2017 0930 hours</b>
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>28<sup>th</sup> March, 2017 up to 1500 hours</b>
k.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	<b>28<sup>th</sup> March, 2017 after 1530 hours</b>

## **IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-PROCUREMENT**

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

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

1.	<p><b>Process of E-tender :</b></p> <p><b>A) Registration:</b> The process involves vendor's registration with MSTC e-procurement portal <b>which is free of cost</b>. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess <b>Class III</b> signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></b></p> <p>1).Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p><b>Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.</b></p> <p>In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e-tender).</p> <p><b>Contact person (Haldia Dock Complex):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top; padding: 5px;">1. Shri J Roy Senior Deputy Manager (Admin.) Haldia Dock Complex Ph. No.- 03224 263178 E-Mail – jroy.hdc@nic.in</td><td style="width: 50%; vertical-align: top; padding: 5px;">2. Shri J Chaudhury Assistant Manager (Systems), Admin Haldia Dock Complex Ph. No.- 03224 265419 E-Mail – service.hdc@nic.in</td></tr></table> <p><b>Contact person (MSTC Ltd):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top; padding: 5px;">1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</td><td style="width: 50%; vertical-align: top; padding: 5px;">2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</td></tr></table>	1. Shri J Roy Senior Deputy Manager (Admin.) Haldia Dock Complex Ph. No.- 03224 263178 E-Mail – jroy.hdc@nic.in	2. Shri J Chaudhury Assistant Manager (Systems), Admin Haldia Dock Complex Ph. No.- 03224 265419 E-Mail – service.hdc@nic.in	1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in	2. Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in
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	<p><b>B) System Requirement:</b></p> <p>i) Windows 98 / XP-SP3 &amp; above/Windows 7 Operating System / Windows 8</p> <p>ii) IE-7 and above Internet browser.</p> <p>iv) Signing type digital signature</p> <p>v) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b>Special Note towards Transaction fee:</b> PAYMENT OF Transaction fee BY RTGS in favour of <b>MSTC Limited</b> .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p><b>Bank Details : Axis Bank ,Shakespeare Sarani Branch</b></p> <p><b>Account Details : Axis Bank A/c.No.005010200057840</b></p> <p><b>IFSC Code No. : UTIB0000005.</b></p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Entry" Link under "My Menu" in the vendor login. The vendors have to select the particular tender in which they want to participate against the transaction fee by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, and the Remitting Bank in the given fields and then click on the "Confirm" Button".</p> <p><b>NOTE :</b> The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p><b>Contact Details :</b></p> <p>Fax No. : 033- 22831002</p> <p>Email ids: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>, <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD

	through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD Vendors can attach documents through <b>Attach Document</b> link against the particular tender. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. 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 HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related addendum / corrigendum, if any, will be that of the downloading parties.</b>
	(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> of MSTC Ltd.
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<b><u>Bidding in e-tender:</u></b>
	a. Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c. The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →Psu/Govt depts→Kolkata Port Trust → Vendor Login →My menu→ Auction Floor Manager→ Live Event →Selection of the Live Event Number→ Common Terms → Attach Doc →Techno Commercial Bid →Price Bid →Final Submission.
	d. The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
	e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can

	click on the "Submit" button to register their bid
	<b>NOTE:</b> - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter <b>SUPPLIER</b>
e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.	Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.	Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for

	<p>MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>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.</p>
21	<p>If Micro &amp; 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.</p>
22	<p>Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.</p>
23	<p>Due date of submission of tender will not be extended under any situation.</p>

**PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE  
THROUGH AXIS BANK GATEWAY**

1. The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (*www.mstcecommerce.com* → *e-Procurement* → *Psu / Govt depts.* → *Kolkata Port Trust* ) under the icon: " **HDC EMD/Tender Fee Payment** " . Clicking this icon will take the bidders to the Axis bank gateway.

Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (<https://easypay.axisbank.co.in> → Others → Haldia Dock Complex)

2. The Bidder will be required to mention the **Bidder's ID** ( The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** ( E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click '**VALIDATE**'.  
3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.  
4. Depending on the selection, another webpage will come up.  
5. In case of selection of Earnest Money, The bidder will be required to select the option of **With or Without Bank Guarantee**. In case of Bids, where there is no option to pay through BG, the Bidders should select the option '**Without**'.

In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captha mentioned in the web page and then '**SUBMIT**'. In case of Bid Document Fee payment, Bank Account Number would not be required.

An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.

7. Another webpage will come up and the Bidder will have the option to select payment methods from – (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.  
8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.  
9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.

The Bank Account Number, IFSC Code of the Bank, Name of the payee i.e Haldia Dock Complex and the amount to be paid will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

**The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.**

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

10. For payment of Bid Document fee, identical process is to be followed.
11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

## **COMMERCIAL TERMS & CONDITIONS:**

### **1. ELIGIBILITY CRITERIA :**

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

(1) At least 3 similar Works each worth not less than INR 5.6 (five point six ) Lacs over a period of last 7 years ending on 28.02.2017 or

(2) At least 2 similar Works each worth not less than INR 7.00 (seven) Lacs over a period of last 7 years ending on 28.02.2017 or

(3) At least 1 similar Work each worth not less than INR 11.2 (eleven point two) Lacs over a period of last 7 years ending on 28.02.2017.

**NOTE:** Similar work shall mean having experience in supply, installation, integration, testing, and commissioning of online UPS.

**1.2** Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turnover during the above mentioned period must be at least INR 4.2 Lacs (Rupees Four Lacs Twenty Thousand only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.

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

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

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

**1.6** The bidder shall submit Copy of the Registration certificate of Central Excise Authority if Excise Duty is applicable.

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

**1.8** If the bidder is not an Original Equipment Manufacturer (OEM), then the bidder shall have to submit the certificate as an authorized partner from the Original Equipment Manufacturer (OEM). This document shall clearly state that the OEM shall remain responsible and ensure warranty for supplied equipment as per tender period, terms and condition.

## **2 SCOPE OF WORK:**

- 2.1** The successful bidder shall have to supply, install and commission one online UPS as per minimum guiding specification (Annexure – I) at Haldia Dock Complex, KoPT, Haldia with 5-year comprehensive (labour-spare-onsite) OEM warranty for UPS and Battery / Battery Module from the date of successful commissioning.
- 2.2** The successful bidder shall have to supply and commissioning necessary power distribution box, cables, power points etc. for connecting servers and racks with UPS at server room of HDC.
- 2.3** The work comprises comprehensive onsite warranty for a period of five years (5) for the commissioned system from the date of commissioning inclusive of all spare parts, manpower, labor etc. If any component is not repairable, the same shall have to be replaced with an equivalent or better one by the successful bidder at no extra cost. The assessment of performance of replaced unit/spare shall be the sole decision of Senior Deputy Manager (Administration) or his representative.  

The bidder must note that reason for malfunctioning of units cannot be attributed to environmental condition. The bidder must also note that this comprehensive onsite warranty coverage for five (5) years shall cover each and every component of the commissioned UPS system and no specific unit or component or part shall be considered excluded from this warranty.
- 2.4** The successful bidder shall have to attend and rectify any malfunction within 24 hours from the date-time of logging of complaint. The complaint shall be lodged by Telephone / Email. The bidder must ensure that the process of logging a call is properly documented for better service.
- 2.5** If any unit is not rectified within 24 hours from the date-time of complaint, compensation @ INR 5000/- shall be imposed for delay of every day or part thereof.
- 2.6** In the event of intermittent failures of any unit for more than two times in a month and / or repetitive problems due to improper diagnosis or repair, the unit shall be treated as continuously down and has to be replaced entirely. If the bidder does not rectify the problem to the satisfaction of Senior Deputy Manager (Administration) or his representative within the specified time limit, penal action will be taken against the contractor which may include termination of the contract.
- 2.7** The successful bidder shall be responsible for call reporting in any frequency as desired by Senior Deputy Manager (Administration) or his authorized representative. There must be a single point of contact i.e. Service Engineer(s) having mobile phone at the cost of the successful bidder for contacting at any point of time for the purpose of call logging or any other issue in respect of this tender as well as a documented procedure for the same.
- 2.8** The successful bidder shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central / State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.
- 2.9** The successful bidder shall not assign the contract to any other agency without approval of HDC, KoPT.



**2.10 Schedule of Supply:**

(a) The bidder shall have to supply, install and commission within 30 days from the date of placement of work order at the Office of Senior Deputy Manager (Administration), Jawahar Tower Office Complex, Purba Medinipur, Haldia – 721607.

(b) Commissioning shall have to be made at Office of Senior Deputy Manager (Administration), Jawahar Tower Office Complex, Purba Medinipur, Haldia - 721607.

**2.11 Transit Risk:** Transit risk will be on supplier's account since the delivery is to be made on F.O.R. destination basis.

**2.12 Deliverables:** shall include but not be limited to -

(a) Supply of one online UPS as per minimum guiding specification (Annexure – I) along with battery and all accessories including power distribution box, cables, power points etc. for connecting servers and racks.

(b) User Manual.

(c) Warranty Certificate of OEM.

(d) Certificate of Authenticity (COA) from OEM (as per CVC guideline).

(e) Training.

(f) Escalation Matrix with Contact Number & Email Address.

### **3. SPECIAL CONDITIONS OF THE CONTRACT**

**3.1 Facilitation by HDC-KoPT:** For successful commissioning of the UPS, HDC-KoPT shall only provide space and Single Phase / Three Phase AC raw power input.

#### **3.2 Validity of Offer:**

The tender shall remain open for acceptance for a period of 120 days from the date of opening of the same. If before expiry of this validity period, the bidder amends his quoted rate or tender, making it unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture at the option of the Trustees / sanctioning Authority.

#### **3.3 Earnest Money:**

- (a) Bid / Tender submitted without Earnest Money shall be rejected outright without any reference to the Bidder whatsoever.
- (b) The amount of Earnest Money will be refunded (subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document) to the Bidders without interest after the selection of Successful Bidder.
- (c) The Earnest Money shall be forfeited if the Bidder submits any forged document(s).
- (d) The Earnest Money will also be forfeited as per the other provisions, specifically mentioned in this Tender Document.
- (e) Earnest Money will be exempted for Micro and Small Enterprises (MSE) with NSIC registered organizations in case of single point registration covering all components of the said tender.

#### **3.4 Price Bid:**

Rate to be quoted on line as per "**Schedule of Rates**".

Rate should be quoted F.O.R Jawahar Tower, Administration Division at Haldia Township including all charges involved.

**Please note that KoPT does not provide any concessional Sales Tax Form. Full rate of Sales Tax/ VAT should be considered while quoting.**

#### **3.5 Evaluation of Techno Commercial Bid:**

- (a) The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria and tender terms and conditions as laid down in this tender document.

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

### **3.6 Evaluation of Price Bid:**

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

Evaluation shall be on the basis of the lowest quoted rate as per the Schedule of Rates including tax component. Only "Grand Total" value of "Schedule of Rates" shall be considered for this purpose.

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.

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

### **3.7 Payment:**

(a) Payment shall be made strictly as per the 'Schedule of Rates' of this tender document. No other charges shall be admitted or paid.

(b) Payment shall be made after successful commissioning of items as per Scope of work of Tender Document. The bidder shall have to obtain 'Certificate of Successful Commissioning' from the concerned authority of HDC. The contractor shall submit bills (3 copies) along with 'Certificate of Successful Commissioning' received from HDC Authority and Certificate of Authenticity (COA) from OEM (as per CVC guideline) to the office of the Senior Deputy Manager (Administration), HDC. Payment shall be made within 30 working days from the date of submission of clear bill.

(c) Payment shall be made through ECS for which all Bank particulars, as required by Haldia Dock Complex, shall have to be furnished by the bidder.

(d) Applicable taxes shall be paid extra.

(e) Any modification (addition /deletion /alteration including implementation of GST) in taxes or duties in future by the GOI after due date of submission of this tender will be addressed separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in

order to assess the impact of future tax levied subsequently, if any on the contract price. If offer without the detailed tax break-up, becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to subsequent modification of taxes or duties. But any recovery due on account of any subsequent modification in taxes or duties shall be assessed by HDC without any reference to the contractor and shall be made by HDC from the amount payable under the contract.

### **3.8 Performance Guarantee / Security Deposit:**

The successful bidder, at own expense, shall have to keep with HDC, KoPT a Security Deposit amounting to 10% of the Order Value (valid) for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per Annexure V 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.

The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the successful bidder.

### **3.9 Delivery:**

All aspects of safe delivery shall be the exclusive responsibility of the successful bidder at his own cost and risk. HDC, 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.

### **3.10 Warranty:**

The successful bidder must provide on-site comprehensive (labour-spare-onsite) OEM warranty for UPS system including battery for a minimum period of 5-year from the date of successful commissioning. No component of the commissioned UPS system shall be considered excluded from this warranty.

### **3.11 Contract Agreement:**

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

### **3.12 Termination of Contract:**

(a) If at any point of time during the period of contract it is observed that supply/services under the provisions of this contract is not being rendered in part / full or not up to the satisfaction of HDC, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Senior Deputy Manager (Administration), HDC, KoPT through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC, KoPT and /or legal obligations are not being fulfilled by the successful bidder, Senior Deputy Manager (Administration), HDC, KoPT shall terminate the full or part of the contract after giving 30 days notice and his decision in the matter shall be final and binding on the successful bidder.

(b) During the termination notice period of 30 days as above, the successful bidder may be asked by HDC, 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.

(c) Upon termination of the contract, for any of the reasons indicated above the Senior Deputy Manager (Administration), HDC, 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 cost of damages that HDC, KoPT is entitled to in terms of the other relevant clauses in the contract. HDC, 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.

(d) 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.

(e) No compensation whatsoever shall be paid by HDC, KoPT to the successful bidder in the event of termination of the contract.

(f) If after termination, any amount is due to be paid by HDC, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC, KoPT from the successful bidder.

### **3.13 Liquidated Damage:**

(a) In the event of successful bidder failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total value of the order for delay in supply of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.

(b) HDC, KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

### **3.14 Force Majeure:**

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

**3.15 Workmen Compensation:** The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

**3.16 Personal Protective Equipment (PPE):** Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply /or any service at HDC's premises.

### **3.17 Dispute:**

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

### **3.18 Priority of Contract Documents:**

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, who shall there upon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.

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 those placed lower down the list:

1. Order Letter
2. Special Conditions of the Contract

3. Scope of Work
4. Schedule of Rates
5. Instructions to Bidder
6. General Conditions of Contract
7. Any other document(s) forming part of the Contract

## **GENERAL CONDITIONS OF CONTRACT**

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in). (<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.



## DOCUMENTS TO BE UPLOADED

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

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

<p>1. Evidence that the bidder has successfully executed similar work (order letter and successful execution certificate to be provided) as per the following:</p> <p>(1) At least 3 similar Works each worth not less than INR 5.6 (five point six ) Lacs over a period of last 7 years ending on 31.12.2016 or</p> <p>(2) At least 2 similar Works each worth not less than INR 7.00 (seven) Lacs over a period of last 7 years ending on 29.02.2016 or</p> <p>(3) At least 1 similar Work each worth not less than INR 11.2 (eleven point two) Lacs over a period of last 7 years ending on 29.02.2016.</p> <p>NOTE: Similar work shall mean having experience in supply, installation, integration, testing, and commissioning of online UPS.</p>
<p>2. Audited balance sheet and Profit &amp; Loss account for the last 3 (three) financial years. Average annual financial turnover during the above mentioned period must be at least INR 4.2 Lacs (Rupees Four Lacs Twenty Thousand only).</p>
<p>3. 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.</p>
<p>4. Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).</p>
<p>5. Copy of the Registration certificate of Central Excise Authority if Excise Duty is applicable.</p>
<p>6. Copy of the Service Tax Registration Certificate.</p>
<p>7. Self certified copy of PAN.</p>
<p>8. If the bidder is not an Original Equipment Manufacturer (OEM), then the bidder shall have to submit the certificate as an authorized partner from the Original Equipment Manufacturer (OEM). This document shall clearly state that the OEM shall remain responsible and ensure warranty for supplied equipment as per tender period, terms and condition.</p>
<p>9. Power of Attorney as per <b>Annexure - IV</b>.</p>
<p>10. Profile of Bidder as <b>Annexure - III</b>.</p>
<p>11. Declaration by the bidder as per <b>Annexure - II</b>.</p>
<p>12. The bidder shall have to submit information regarding make, model and compliance (Yes/No) in respect to minimum guiding specification as per <b>Annexure – I</b> of Tender Document from OEM.</p>
<p>13. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro &amp; Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)</p>

**SCHEDULE OF RATES**

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

The comprehensive rate quoted below must not include statutory components like Tax etc.

<b>Sl. No.</b>	<b>Description</b>	<b>Quoted Amount Excluding Tax (In Rs.) (In Figure ) (A)</b>	<b>Total Tax Amount (In Rs.) (In Figure ) (B)</b>	<b>Grand Total (In Rs.) (In Figure ) (A+B)</b>
1	Supply, installation and commissioning of one online UPS along with 5-year comprehensive onsite warranty from the date of commissioning at Haldia Dock Complex, Kolkata Port Trust as per scope of work of Tender Document bearing No. Ad/007/UPS/2017			

### MINIMUM GUIDING SPECIFICATION

INTENDING BIDDER MUST SUBMIT INFORMATION AS PER THE FOLLOWING TABLE DULY  
CERTIFIED BY ORIGINAL EQUIPMENT MANUFACTURER

Make :		
Model :		
Sl.	Specification	Complied (Yes/No)
1	The UPS system shall be modular, hot-swappable, which shall operate in parallel, and be configurable for N+1 redundant operation at rated load.	
2	System capacity-12 kVA or better (N+1) ,upgradeable up to 16 kVA or better (N+1) with 140 min backup on 5000 Watts load	
3	Type of redundancy.- ( N+1)	
4	Technology: Digital Signal Processing (DSP) controlled Microprocessor based technology true On-line Double conversion.	
5	The UPS shall utilize modular power protection technology designed to allow internal redundancy, scalability of power and runtime, and fast mean time to repair (MTTR).	
6	The input converter and output inverter shall operate in an on-line manner to continuously regulate power to the critical load. The input and output converters shall be capable of full battery recharge while simultaneously providing regulated power to the load for all line and load conditions within the range.	
7	Upon failure of the AC input source, the critical load shall continue being supplied by the output inverter, which shall derive its power from the battery system. There shall be no interruption in power to the critical load during both transfers to battery operation and retransfers from battery to normal operation.	
8	Upon restoration of the AC input source, the input converter and output inverter shall simultaneously recharge the battery and provide regulated power to the critical load.	
9	The automatic and manual bypass shall be present to provide transfer of critical load from the Inverter output to the bypass source. This transfer, along with its retransfer, shall take place with no power interruption to the critical load.	
10	AC Input Nominal Voltage: 230V, 220V or 240V, Single Phase, 3 wire (1 Phase+ N + G) or 400V, 380V or 415V, Three Phase 5 wire (3 Phases + N + G).	
11	AC Input Voltage Window: 155 -276 for single phase input or 290 -480V for three phases input.	
12	Input Frequency Range: 45-65Hz	

13	Input Power Factor at Full Load : >0.95	
14	Generator Compatibility	
15	AC Output : 220V, 230V or 240V , Single Phase (Phase + N + G)	
16	Output Frequency: 50 or 60 Hz	
17	Output Wave form : Sine wave	
18	Output Voltage Distortion : < 1% for linear load and < 4% for non-linear load	
19	The battery charging shall keep the DC bus float voltage at +/-1% of tolerance.	
20	The battery charging circuit shall contain a temperature compensation circuit, which will regulate the battery charging to optimize battery life.	
21	The UPS battery shall be Valve Regulated Lead Acid (VRLA), SMF type	
22	Battery Backup: 140 minute backup on 5000 watts load.	
23	Remote Manageability through SNMP Facility.	
24	Remote Manageability through RS 232 Port.	
25	Software of OEM to support remote monitoring.	
26	Storage Ambient Temperature: -15°C to 45°C	
27	Operating Ambient Temperature: 0°C to 40°C	
28	Humidity: 0 to 95% Non-condensing	
29	LCD / LED Display panel for status if Input / Output Voltage, Load Capacity, Battery Charge Status etc.	
30	UPS should have built-in memory to stores up to 50 events with date and time stamping of event logs.	
31	Standard : ISO 9001 , ISO 14001	

**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We **accept** all the terms & conditions of the Tender Document (**Ad/007/UPS/2017**).
3. I / We have deposited requisite Earnest Money for the tender.
4. I / We have submitted copies of the required documents as mentioned at "DOCUMENTS TO BE UPLOADED" of the Tender Document.
5. I/We declare that I/We have not been banned or delisted by any Government or Quasi-Government Agency or PSU in India.
6. My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

-----  
Signature of the bidder with office seal

**Witness:-**

Sl. No.	Name	Address	Signature
1			
2			

**FORMAT OF PROFILE OF THE BIDDER**

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

.....  
**Signature of Bidder / Power of Attorney Holders**  
**Name:** .....  
**Designation:** .....  
**Date :** .....  
**Seal :**

Format For Power Of Attorney For Signing Of Tender

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10.)

Dated: \_\_\_\_\_

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person], residing at \_\_\_\_\_ [Address of the person], acting as \_\_\_\_\_ [Designation of the person and name of the firm], and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the Tenderer] to sign the tender [(Tender No. ....and (Tender subject- "....."))] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Kolkata Port Trust (KoPT) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_(Name of the Tenderer)

\_\_\_\_\_  
( Signature with Office Seal )

Date :-

Name :-

Place:

Designation :-

Draft Proforma of Bank Guarantee ( Performance Bond ) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To  
The Board of Trustees  
for the Port of Calcutta,

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

Name of Issuing Bank .....

Name of Branch .....

Address .....

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs ....., a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at ..... (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for ..... (write the name of the work as per Work Order) in terms of the Work Order No. .... dated ..... (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. .... (Rupees .....), we, ..... Branch, Calcutta ..... / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. .... (Rupees .....). We, ..... Branch, Calcutta ..... / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ..... Branch, Calcutta ..... / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, ..... (Name of the Bank), ..... Branch, Calcutta ..... / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, ..... Branch, Calcutta ..... / Haldia, decline or fail or neglect to honour the Bank Guarantee in the



manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, ..... Branch, Calcutta ..... / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, ..... Branch, Calcutta ..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us, ..... Branch, Calcutta ..... / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, ..... Branch, Calcutta ..... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of ..... day of ..... 20 ..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto ..... or any extension thereof made by us ..... Branch, Calcutta ..... / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, ..... Branch, Calcutta ..... / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, ..... Branch, Calcutta ..... / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any 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, Calcutta ..... / Haldia.

5. We, ..... Branch, Calcutta ..... / Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE .....

NAME .....

DESIGNATION .....

(Duly constituted attorney for and on behalf of)

BANK .....

BRANCH .....

CALCUTTA ..... / HALDIA

(OFFICIAL SEAL OF THE BANK)

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA  
FORM OF AGREEMENT

THIS AGREEMENT made this ..... day of ..... 20 ..... between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and ..... (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz ..... and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
  - a. The said Tender/Offer & the acceptance of Tender/ Offer.
  - b. The Drawings.
  - c. The General Conditions Of Contract.
  - d. Special Conditions Of Contract (If any).
  - e. The Conditions Of Tender.
  - f. The Specifications.
  - g. The Bill Of Quantities.
  - h. All Trustees' Schedule of rates & prices (if any).
  - i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have set their respective hands and seals) the day and year first above written.

The Seal of \_\_\_\_\_ was hereunto affixed in the presence of :

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

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

OR

SIGNED SEALED AND DELIVERED

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

In the presence of :

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

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

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

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

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