



**TENDER FOR**

**SUPPLY, INSTALLATION &  
COMMISSIONING OF 200 DESKTOP  
COMPUTERS ALONG WITH  
200 UPS SYSTEMS WITH 5-YEAR  
COMPREHENSIVE ONSITE  
WARRANTY AT HALDIA DOCK  
COMPLEX, KOLKATA PORT TRUST**

**TENDER NUMBER**  
**Ad/007/Computer/Client/2017**

**E-TENDER NUMBER**  
**KoPT/Haldia Dock Complex/Admn. Div/2/17-18/ET/2**

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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 Original Equipment Manufacturer or authorized partner for supply, installation & commissioning of 200 Desktop Computers along with 200 UPS systems 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). Corrigendum / addendum / clarifications, if any, shall be hosted on the above mentioned website only. Tenderer should visit the website frequently. Tender document is also available for view only at <http://www.kolkataporttrust.gov.in> and the Central Public Procurement Portal i.e. <http://www.eprocure.gov.in>.

**SCHEDULE OF TENDER (SOT):**

a.	<b>TENDER NO.</b>	<b>Ad/007/Computer/Client/2017</b>
b.	<b>MODE OF TENDER</b>	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.	<b>E-Tender No. (System Generated)</b>	<b>KoPT/Haldia Dock Complex/Admn. Div/2/17-18/ET/2</b>
d.	<b>Date of NIT available to parties to download</b>	<b>14<sup>th</sup> March, 2017</b>
e.	<b>Offline Pre-Bid Meeting starting date &amp; Time</b>	<b>28<sup>th</sup> March, 2017 at 1100 Hours</b>
f.	<b>Pre –Bid Meeting closing date &amp; Time</b>	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of <b>INR 251400/-</b> (Rupees Two Lakh Fifty-One Thousand Four Hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.  The bidders are advised to deposit Earnest

			<p>Money using the <b><u>Axis Bank Payment Gateway only</u></b>. No other method of payment of EM 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 ) 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 (https://<b>easypay.axisbank.co.in</b>→ 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/2/17-18/ET/2  c) Amount remitted :  d) Remittance Bank Details:  e) <b>URN No.:</b>  f) Date of payment:</p>
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	ii)	Bid Document Fee	<p>The intending bidders should submit Bid Document Fee of INR <b>5000/-</b> (Rupees Five Thousand only) to Haldia Dock Complex along with their offer otherwise their offer will be 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 (<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>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/2/17-18/ET/2  c) Amount remitted :</p>
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			d) Remittance Bank Details: e) <b>URN No.:</b> f) Date of payment:
	iii)	Transaction Fee	<b>INR 7228/-</b> (Rupees Seven Thousand Two Hundred Twenty-Eight only) Including Service Tax & other charges @ 15 % on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" 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>12<sup>th</sup> April, 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/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>		<b>From 5<sup>th</sup> April 2017, from 0930 hours</b>
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		<b>13<sup>th</sup> April, 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>13<sup>th</sup> April,, 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><tr><td>1. Shri J Roy Senior Deputy Manager (Admin.) Haldia Dock Complex Ph. No.- 03224 263178 E-Mail – jroy.hdc@nic.in</td><td>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><tr><td>1. Mr. Arindam Bhattacharjee Deputy. Manager (E-commerce) Haldia Dock Complex MobileNo:09330102643 Landline:03322901004 Email-arindam@mstcindia.co.in</td><td>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><u>Special Note towards Transaction fee:</u></b> Payment of Transaction fee should be paid through payment gateway of MSTC Limited only.</p> <p>"The vendors shall enter the transaction fee details by using the "Transaction Fee Payment" 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.</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>  Fax No. : 033- 22831002  Email ids: <a href="mailto:sanjibpoddar@mstcindia.co.in">sanjibpoddar@mstcindia.co.in</a>, <a href="mailto:arindam@mstcindia.co.in">arindam@mstcindia.co.in</a>,  <a href="mailto:rpradhan@mstcindia.co.in">rpradhan@mstcindia.co.in</a>, <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a>.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is nonrefundable.</p> <p>In case of failure to access the payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document &amp; EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through Axis Bank Payment Gateway well in advance and verify completion of transaction in respect of tender fee and EMD</p> <p>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.</p>

	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 <b><u><a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a></u></b> → 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 be 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 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.		HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.		The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/mstc">www.mstcecommerce.com/eprochome/mstc</a> of MSTC Ltd.
15.		The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.		The bid will be evaluated based on the filled-in technical & commercial formats.
17.		The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.		Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.		Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.		Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012. When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in

	comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23	Due date of submission of tender will not be extended under any situation.

**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](http://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 50,28,000.00 (Rupees Fifty Lakh Twenty-Eight Thousand only) 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 62,85,000.00 (Rupees Sixty-Two Lakh Eighty-Five Thousand only) 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 1,00,56,000.00 (Rupees One Crore Fifty-Six Thousand only) over a period of last 7 years ending on 28.02.2017.

**NOTE:** Similar work shall mean having experience in Supply, installation & commissioning of Desktop Computers and UPS systems.

- 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 37.71 Lakh (Rupees Thirty-Seven Lakh Seventy-One 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 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per Annexure VI in case the Bidder is not covered under ESI Act or exempted from it.
- 1.4** The bidder shall submit certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per Annexure V in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 1.5** 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.
- 1.6** The bidder shall submit Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).
- 1.7** The bidder shall submit certified copy of valid Service Tax Registration Number / Code Number.
- 1.8** The bidder shall submit Copy of the Registration certificate of Central Excise Authority if Excise Duty is applicable.
- 1.9** The bidder shall submit Self certified copy of PAN.
- 1.10** 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 equipments as per tender period, terms and condition.
- 1.11** If the bidder is an Original Equipment Manufacturer (OEM), then the bidder shall have to submit warranty certificate for supplied equipments as per tender period, terms and condition.

## **2 SCOPE OF WORK:**

- 2.1** The successful bidder shall have to supply, install & commission 200 nos. Desktop Computer (HP / DELL / LENOVO / ACER make) as per minimum guiding specification (Annexure – I) at Haldia Dock Complex, KoPT, Haldia with 5-year comprehensive (labour-spare-onsite) OEM NBD warranty from the date of successful commissioning.
- 2.2** The successful bidder shall have to supply, install & commission 200 nos. UPS systems (EMERSON / APC / EATON / EPOCH make) as per minimum guiding specification (Annexure – I) at Haldia Dock Complex, KoPT, Haldia with 5-year comprehensive (labour-spare-onsite) OEM NBD warranty from the date of successful commissioning. OEM NBD warranty for battery of the UPS shall be 3-year from the date of successful commissioning.
- 2.3** The successful bidder shall have to post Resident Service Engineer(s) at Haldia Dock Complex, Haldia exclusively free of cost till completion of OEM warranty period for support of 200 nos. Desktop Computer and 200 nos. UPS system. If required shared unfurnished accommodation for the resident service engineer(s) may be provided free of cost by HDC. However, electricity and water charges shall have to be paid at actual.
- 2.4** The Resident Service Engineer(s) shall have to attend any complaint, fault isolation, rectification and reporting. If any spare part/component/unit is/are 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.
- 2.5** The responsibility of Resident Service Engineer(s) shall be deemed comprehensive inclusive of all Hardware, installation of OS (Operating System), problems related to OS, reloading of OS, Office Suite, installation of all device drivers, OS upgrade, device driver malfunctioning, fault finding and rectification UPS, Battery Change in UPS etc.
- 2.6** The successful bidder shall have to attend and rectify any malfunctioning unit by NBD 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.
- 2.7** If any unit is not rectified within NBD from the date-time of complaint, compensation @ INR 500/- shall be imposed for delay of every day or part thereof.
- 2.8** In the event of intermittent failures of any unit for more than three 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.
- 2.9** If requires change of battery after two years i.e. after warranty period of battery, the battery shall be issued from our Jawahar Tower Store against the defective battery, which had been used in the unit. Malfunctioning of any unit after replacement of battery cannot be attributed to the battery.

- 2.10** 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.
- 2.11** 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.
- 2.12** The successful bidder shall not assign the contract to any other agency without approval of HDC, KoPT.
- 2.13** **Schedule of Supply:** The successful bidder shall have to supply, install and commission 200 nos. Desktop Computer and 200 nos. UPS system within **60** days from the date of placement of work order. Supply shall have to be made at Office of Senior Deputy Manager (Administration), Jawahar Tower Office Complex, Purba Medinipur, Haldia - 721607.
- 2.14** **Transit Risk:** Transit risk will be on supplier's account since the delivery is to be made on F.O.R. destination basis.
- 2.15** **Deliverables:** shall include but not be limited to -
- (a) Supply of 200 nos. desktop computer (HP/DELL/LENOVO/ACER make) as per minimum guiding specification (Annexure – I).
  - (b) Supply of 200 nos. line interactive UPS (EMERSON/APC/EATON/EPOCH make) as per minimum guiding specification (Annexure – I).
  - (c) Warranty Certificate of OEM for 200 nos. Desktop Computer for 5-year.
  - (d) Warranty Certificate of OEM for 200 nos. UPS system for 5-year and warranty of battery of the UPS for 3-year.
  - (c) Resident Service Engineer(s).
  - (d) Escalation Matrix with Contact Number & Email Address.
  - (e) OS and Device Driver restore Disk for each Desktop Computer.
  - (f) Certificate of Authenticity (COA) from OEM (as per CVC guideline).

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

#### **3.1 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 rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

#### **3.2 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.

#### **3.3 PRE-BID CONFERENCE:**

- (a) A Pre-Bid Conference shall be held on **28<sup>th</sup> March 2017** at 11 AM at the Office of the Senior Deputy Manager (Administration), Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Bidders may participate, if they so desire.
- (b) The intending bidders are advised to forward their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing by **27<sup>th</sup> March 2017** to the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607 (email: jatyanto.hdc@kopt.in AND service.hdc@nic.in) so that the same may be discussed / clarified in the Pre-Bid Conference. During the Pre-Bid Conference, the queries received in advance would be clarified first followed by those raised during the meeting.
- (c) HDC, KoPT will furnish response to all such queries including the description of the queries (without identifying the sources raising such queries) in MSTC Website as well as the official website of KoPT including modifications / amendments, if any, to the terms and conditions of the original tender, scope of the project etc. which the intending bidder is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum / Corrigendum" which shall become an integral part of the tender document for all purposes and shall be binding on the bidder.

(d) Attending the Pre-Bid Conference will be helpful for the intending bidder but is not mandatory.

### **3.4 Price Bid:**

Rate to be quoted on line as per "SCHEDULE OF RATES".

It is mandatory for the bidder to quote for both Desktop Computer and UPS. Quoting for either Desktop Computer or UPS shall make the bid liable for rejection and forfeiture of Earnest Money Deposit.

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 Clarification During Evaluation Process:**

To assist in the process of evaluation of Tender, HDC, 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. HDC, KoPT reserves the right to reject any offer which is non-responsive.

### **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:**

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

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 successful bidder 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.

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.

Applicable taxes shall be paid extra.

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. Any offer without the detailed tax break-up, if 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 VII 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.

In the event of issuing Bank Guarantee by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.

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 next-business-day (NBD) warranty for 200 nos. Desktop Computer for a minimum period of 5-year from the date of successful commissioning.

The successful bidder must provide on-site comprehensive (labour-spare-onsite) OEM next-business-day (NBD) warranty for 200 nos. line interactive UPS for a minimum period of 5-year from the date of successful commissioning.

The successful bidder must provide on-site comprehensive (labour-spare-onsite) OEM next-business-day (NBD) warranty for battery of 200 nos. line interactive UPS for a minimum period of 3-year from the date of successful commissioning.

### **3.11 Resident Service Engineer:**

The successful bidder shall have to station competent Service Engineer(s) at Haldia exclusively during the period of contract. The Service Engineer shall have to address / execute / resolve any / all issue(s) mentioned in the tender document, without any additional cost. Sufficient tools & spares for attending complaint shall have to be maintained by the successful bidder.

If required, unfurnished accommodation, on sharing basis, shall be provided to the service engineer(s) free of cost. However, electricity & water bill of the said accommodation shall have to be paid by the successful bidder at actual. If and when required, HDC, KoPT shall provide necessary dock permit for entering the dock premise free of cost.

### **3.12 Acceptance of Order Letter:**

After finalization of the tender, HDC, 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 with forfeiture of Earnest Money.

Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful bidder will be construed as an Agreement between HDC, KoPT and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder.

### **3.13 Definition of "Successful Execution of the Order in Totality":**

"SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" shall include successful supply, installation, and comprehensive commissioning of all relevant components of the "SCOPE OF WORK".

### **3.14 Event of Default Cases:**

Any one or more of the following will construe the successful bidder's event of default:

- (a) In case there is delay in "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" beyond 60 days.
- (b) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- (c) If representation made, or documents / certificates submitted or warranties 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) The successful bidder is adjudicated bankrupt or insolvent.
- (e) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC, KoPT.
- (f) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

### **3.13 Termination of Contract:**

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.

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.

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.

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.

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

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.

### **3.14 Liquidated Damage:**

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.

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.

### **3.15 Successful Bidder to Indemnify:**

The successful bidder shall indemnify and keep indemnified HDC, KoPT and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the successful bidder in due performance of his/their obligation under this contract. The successful bidder shall be required to submit Indemnity Bond as per Annexure IX.

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

### **3.16 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 - VIII.

### **3.17 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.

**3.18 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.

**3.19 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.

### **3.20 Ownership:**

HDC, KoPT shall own all 200 nos. Desktop Computer and 200 nos. UPS after successful commissioning.

### **3.21 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.

### **3.22 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: -**

1. Evidence that 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: (a) At least 3 similar Works each worth not less than INR 50,28,000.00 (Rupees Fifty Lakh Twenty-Eight Thousand only) over a period of last 7 years ending on 28.02.2017 <b>or</b> (b) At least 2 similar Works each worth not less than INR 62,85,000.00 (Rupees Sixty-Two Lakh Eighty-Five Thousand only) over a period of last 7 years ending on 28.02.2017 <b>or</b> (c) At least 1 similar Work each worth not less than INR 1,00,56,000.00 (Rupees One Crore Fifty-Six Thousand only) over a period of last 7 years ending on 28.02.2017. <b>NOTE:</b> Similar work shall mean having experience in supply, installation and commissioning and maintaining Desktop Computers UPS systems.
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 37.71 Lakh (Rupees Thirty-Seven Lakh Seventy-One Thousand only).
3. Submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per Annexure - VI in case the Bidder is not covered under ESI Act or exempted from it.
4. Submit certified copy of 'Provident Fund Registration Certificate' (for each member in case of a Consortium) OR an Affidavit (for each member in case of a Consortium) affirmed before a First Class Judicial Magistrate as per Annexure - V in case the Bidder is not covered under Provident Fund Act or exempted from it.
5. 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.
6. Copy of VAT Registration Certificate / Central Sales Tax Registration Certificate (TIN).
7. Copy of the Service Tax Registration Certificate.
8. Copy of the Registration certificate of Central Excise Authority if Excise Duty is applicable.
9. Self certified copy of PAN.
10. 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 as per tender period, terms and condition.
11. If the bidder is an Original Equipment Manufacturer (OEM), then the bidder shall have to submit warranty certificate for supplied equipments as per tender period, terms and condition.
12. Power of Attorney as per Annexure - IV.
13. Profile of Bidder as Annexure - III.
14. Declaration by the bidder as per Annexure - II.
15. The bidder shall have to submit information regarding make, model and compliance (Yes/No) in respect to minimum guiding specification as per Annexure – I certified by OEM.
16. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)

**SCHEDULE OF RATES**

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

<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 & commissioning of 200 desktop computers along with 200 UPS systems with 5-year comprehensive onsite warranty at Haldia Dock Complex, Kolkata Port Trust as per scope of work of the tender document bearing No. Ad/007/Computer/ Client/2017. <b>(Note: It is mandatory for the bidder to quote for both Desktop Computer and UPS. Quoting for either Desktop Computer or UPS shall make the bid liable for rejection and forfeiture of Earnest Money Deposit.)</b>			

**MINIMUM GUIDING SPECIFICATION FOR  
DESKTOP COMPUTER (MAKE: HP/DELL/LENOVO/ACER)**

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

<b>Make :</b>			
<b>Model :</b>			
<b>Sl.</b>	<b>Specification</b>		<b>Complied (Yes/No)</b>
1	Processor	6th Generation Intel® Core i5 or higher	
2	Chipset	Intel Q170 Chipset	
3	Motherboard	Motherboard make from the same Desktop OEM. OEM name should be embossed on the Motherboard.	
4	Memory	Minimum 4GB (1x4G) 2133 MHz DDR4 Memory	
5	Memory	16 GB 2133 MHz DDR4 Memory with 4 DIMM slots or higher	
6	Hard Disk	1TBSerialATA(7,200Rpm)Hard Drive	
7	Monitor	18.5- 19 inches with LED Back light or higher (Same Desktop OEM make) and TCO6 Certified Professional Display	
8	Ethernet	Integrated Gigabit (10/100/1000) NIC	
9	Mouse	2 Button USB Optical Scroll Mouse (Same OEM make)	
10	Keyboard	104 Keys USB key board (Same OEM make)	
11	Graphics	Integrated Intel HD Graphics	
12	Audio	Internal audio connector with Internal audio Speaker in Monitor or CPU.	
13	I/O Ports	8 or more USB (at least 4USB ports in front panel) out of 8 USB ports musthave3 USB V3.0	
14		1 Ethernet (RJ45)	
15		1 VGA out / 1 display port	
16		1 Stereo line in /out or universal audio	
17	Expansion Slots	Minimum 2 PCIe /PCI	

18		Serial, USB & Network Enable/ Disable Port Control	
19		Power- On Password	
20	Chassis	Security locks option to lock both PC and Monitor. Trusted Platform Module (TPM) 1.2 or Higher, Chassis with Chassis Intrusion Switch. Chassis Volume (liters) not more than 13.5 liters.	
21	Power Supply	Not more than 200 Watt with min 85 % or higher energy efficient power supply	
22	Bays	Minimum 2	
23	Operating System & Media	Preloaded Windows 10 Pro (64bit) English (OEM self Declaration on Microsoft COA Licenses serial no. Required along with the supply of the systems).	
24	OS Certifications	Windows 10 Professional and Linux Certification	
25	Compliance/Certification	For OEM: ISO9001 and 14001. For quoted model: UL/ FCC, EPEAT GOLD , ENERGY STAR 6 and IPv6.	
26	Warranty	5 years On-site Comprehensive OEM NBD Warranty	

**MINIMUM GUIDING SPECIFICATION FOR  
LINE INTERACTIVE UPS (MAKE: EMERSON/APC/EATON/EPOCH)**

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

<b>Make :</b>			
<b>Model :</b>			
<b>Sl.</b>	<b>Specification</b>		<b>Complied (Yes/No)</b>
1	Technology	Line Interactive, Single Phase, MOSFET based Inverter with PWM Technology	
2	Capacity	600VA/ 650VA Line Interactive	
3	Power Outlet Points	3 or More	
4	Input Voltage / Range	145-290 V	
5	Output Voltage	Steeped Approximated Sine Wave at 230V +-8%	
6	Voltage Regulation	230 V+-8% for the complete i/p range (AVR)	
7	Input Frequency	50 Hz +-5% (autosensing)	
8	Harmonic Distortion	Max Harmonic Distortion less than 33 % on battery mode	
9	Efficiency	80 % or higher at full load	
10	Power Factor	0.6orhigher	
11	Short Circuit	Re-settable Push Button circuit Breaker shall prevent the system in case of short circuit.	
12	Transfer Time	Less than 5 milliseconds including detection time	
13	ISO Certification	OEM shall be ISO 9001 & ISO14001,OHSAS Certified	
14	Battery Saver	Increases battery life up to 2 times, experience consistent run time through the battery life	
15	Back Up Time	15 minutes	
16	Battery Type	Sealed Maintenance Free Lead Acid Batteries with One battery of minimum 7.2AH.	
17	Typical Recharge	4-6 Hrs	
18	Cold Start	Systems shall start on battery when main supply is not present	

19	Alarm	Audible and visual alarms for battery low	
20	Warranty	5 Years comprehensive on site replacement warranty including 3 years comprehensive on site replacement warranty for battery.	
21	Origin of Product	BIS Certification is mandatory	
22	Service support	OEM should have 24 X 7 X 365 call login support	
23	Power Cord	1.2 Meters	

**DECLARATION BY THE BIDDER**

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender.
2. I / We **accept** all the terms & conditions of the Tender Document **(Ad/007/Computer/Client/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 :-

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

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

**Affidavit**

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

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

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

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

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

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

Deponent

Identified by: .....

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

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

**Affidavit**

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

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

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

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

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

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

Deponent

Identified by: .....

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

On ₹ 100/- (Rupees Sixty) Non-judicial Stamp Paper

**Indemnity Bond**

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----  
-----, residing at -----  
-----, by occupation -----, the Partner/Proprietor/Director of the  
Firm -----, having it's office at-----,  
am a tenderer under Kolkata Port Trust (A Statutory Body under the MPT Act, 1993).

2. WHEREAS , the said Kolkata Port Trust had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour of Kolkata Port trust against all damages and accidents to the labourer of the Tenderer/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Kolkata Port Trust against all damages and accidents occurring to the labourers of the Tenderer/Contractor as demanded by the Kolkata Port Trust and which shall be legal and /or claimed by the Kolkata Port Trust during the execution of the work stated in the Tender No.----- dated-----.

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Kolkata Port Trust and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director of the Firm  
-----, hereto set and seal this the ----- day of-----  
-----.