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**

**TENDER FOR SUPPLY OF ENTERPRISE LEVEL END-POINT ANTIVIRUS
SOFTWARE AT KOLKATA DOCK SYSTEM OF KOLKATA PORT TRUST**

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**P & R DIVISION
FINANCE DEPARTMENT
KOLKATA PORT TRUST**

TENDER NO. : Plg/CS/Anti-Virus/580

Date: 15/06/2017

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Kolkata Port Trust
Finance Department / P & R Division

1.0 NOTICE INVITING TENDER

Plg/CS/Anti-Virus/580

Date: 15/06/2017

E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide and experienced firms with requisite experience as per Pre-qualification Criteria stipulated in the Tender Document for **“supply and installation of Enterprise level Client End-point Antivirus software, including Console for central administration, for total protection by using anti-spyware, anti-spamware, anti-malware, intrusion detection, etc. at Kolkata Dock System of Kolkata Port Trust (KoPT) with 3 years’ license validity and on-site warranty and technical support.”** as per the Bill of Quantities. The Bid Document may be seen from the MSTC e-Procurement portal. Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (www.kolkataporttrust.gov.in) and the Central Public Procurement Portal (www.eprocure.gov.in/epublish).

Bidders will have to participate in the bidding process through the portal <https://www.mstcecommerce.com> only.

SCHEDULE OF TENDER (SOT)

a. TENDER No.	Plg/CS/Anti-Virus/580
b. e-Tender No.	KoPT/Kolkata Dock System/PnR/3/17-18/ET/ 162
c. MODE OF TENDER	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II – Price Bid through https://www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.) The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by KOLKATA PORT TRUST.
d) i) Estimated Cost Of Work ii) Earnest Money Deposit	Rs. 4.5 Lakhs (rupees four Lakhs fifty thousand only). The intending firms would require to submit an EMD of Rs. 9,000/- (rupees Nine thousand only) through NEFT in favour of Kolkata Port Trust, Kolkata Dock System directly into the designated bank account, otherwise their offer will be summarily rejected. Following details must be furnished with bids: Bank & Branch Name: Transaction Date:

<p>iii) Tender Document fee</p> <p>iv) KoPT Beneficiary Account details for EMD and Tender Document fee</p> <p>v) Transaction Fee payable to MSTC</p>	<p>Amount: UTR No.: Destination Code:</p> <p>The intending bidders should submit the tender cost of Rs. 1000/- (One Thousand only) (non-refundable) separately to KoPT through NEFT directly into the designated bank account, otherwise their offer will be summarily rejected.</p> <p>Following details must be furnished with bids: Bank & Branch Name: Transaction Date: Amount: UTR No.: Destination Code:</p> <p>The details of the KoPT bank a/c for NEFT are :</p> <ul style="list-style-type: none"> • Name of Bank & Branch: Indian Overseas Bank, KPT Fairlie Place Branch • Beneficiary Name : Kolkata Port Trust • Beneficiary Account No.: 227002000000018 • IFSC Code: IOBA0002270 <p>0.05% of the Estimated Value put to tender (subject to maximum of Rs.15000/-) plus Service Tax & other charges @15%. Payment of Transaction Fee to be made as per instruction at item 4 of Annexure-I below.</p>
e. Date of NIT available to parties to download	Upto 28/06/2017 (up to 13:00 hrs.)
f. Pre – Bid Meeting date & Time	21/06/2017 (at 11:00 hrs)
g. Last date of submission of EMD & Tender Document fee through NEFT in favour of Kolkata Port Trust	28/06/2017 (up to 14:00 hrs.)
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at https://www.mstcecommerce.com/eprochome	21/06/2017 (From 12:00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	28/06/2017 (Up to 14:00 P.M.)

j. 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.	28/06/2017 (After 14:30 P.M.)
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Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

Rebecca Das
Jt. Director (P&R)
Tender Inviting Authority

2.0 Important Instructions for e-Tender

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

	Annexure-I
1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT https://www.mstcecommerce.com/eprochome/kopt</p> <p>1). Vendors are required to register themselves online with https://www.mstcecommerce.com → e-Procurement → PSU/Govt depts → Select KoPT Logo → 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. In case of any clarification, please contact KoPT / MSTC, (before the scheduled time of the e- tender).</p> <p><u>Contact Persons (Kolkata Port Trust):</u></p> <ol style="list-style-type: none"> Rebecca Das, Joint Director (P&R) Phone : (033) 71012263 E-mail : jt.dir.pr@kolkataporttrust.gov.in Naba Dey Roy, Sr. Dy. Director (EDP) Phone : (033) 71012277 / (033) 71003464 E-mail : nabadeyroy@kolkataporttrust.gov.in

	<p>3. K.K. Gupta, Sr. Dy. Director (EDP) Phone : (033) 71012223 E-mail : kkgupta@kolkataporttrust.gov.in</p> <p><u>Contact persons (MSTC Ltd):</u></p> <p>1. Shri S Mukherjee, DM(e-Commerce) – smukherjee@mstcindia.co.in 2. Ms S Maity, AM(e-Commerce) – smaity@mstcindia.co.in</p> <p>Google hangout ID- (for text chat)- mstceproc@gmail.com</p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once)</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprochome/kopt Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction</p>

	<p>fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u></p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	<p>Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender by KOPT. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) 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 vendor(s) will be refunded by the tender inviting authority. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website https://www.mstcecommerce.com → e-procurement → PSU/Govt depts → Login under KoPT → My menu → Auction Floor Manager → live event → Selection of the live event The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid. After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the “Final submission” button to register their bid Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded. In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by

	<p>that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) 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.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	The tender inviting authority has the right to cancel this e-tender without assigning any reason thereof.
11.	Vendors are requested to read the vendor guide and see the video in the page https://www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.

3.0 SCOPE OF WORK

Supply and installation of Enterprise level Client End-point Antivirus software, including Console for central administration, for total protection by using anti-spyware, anti-spamware, anti-malware, intrusion detection, etc. at Kolkata Dock System of Kolkata Port Trust (KoPT) with 3 years' license validity and on-site warranty and technical support.

The offered antivirus software must have the following features; else the bid will be summarily rejected:

Sr. No.	Antivirus Features
1	Real-time detection/removal/remediation of virus, malware and spyware, etc.
2	Application exclusions for setting custom policies
3	Integrated Anti-Virus (AV) and anti-spyware
4	Tamper Protection
5	Real-time and On-demand AV File System Scanning
6	Scheduled AV Scanning
7	Real-time AV Attachment Scanning for e-mail alerts
8	In-memory Scanning
9	Network Server Anti-virus Protection
10	Scan Individual File, Folder and Drive
11	Forced Restart of Real-time Protection if Disabled
12	Heuristic Scanning
13	Includes Scan Throttling Options
14	Application, file, folder and registry protection
15	Device control based on class id and device id

16	Application and system behaviour scanning
17	Initiates Scheduled Events that are Missed
18	Identify Host that Dropped Threat on Machine
19	Quarantine/Submit Suspicious Files for Analysis
20	Compressed File Scanning
21	Management Features :
	Product auto-upgrade feature
	Automatic Updating Capabilities
	Antivirus Signature and Engine Updates
	Management Server "Pushes" Content Updates
	Centralized Content Update Server
	Client system can roam to another mgmt. server
	Central Management Console
	Deploy Invisible Client Install
	Deploy from Management Console
	Deploy from Web Server
	Deploy from Log-in Script
	Deploy from Network Share
	Deploy Using Third-party Distribution Tool
	Pre-configure Client Policy with Lockdown Settings
	Deploy with Elevated Privileges
	Central Quarantine of Suspicious Files
	Submission/Response of Suspicious Files
22	Protection against new vulnerabilities
23	Real-time AV Protection-enabled
24	Real-time Heuristic Scanning at Specified Level
25	Real-time AV Protection on Specified Files
26	Content Update Session Completed
27	Installed Antivirus Client Version is Specified
28	Rootkit detection at kernel level
29	A Specified Scan Ran Within the Last (n) Days
30	Auto Remediation if Real-time Protection is Off
31	Alerts
32	Customizable Text in Alert Message
	E-mail scan
	Detect new system in the network
	Run a Program
	Write to System Event Log
	Tray Icon Shows Alerts and Disables
33	Logging and Reporting
	View Detailed Logs from Console
	Logs Date and Severity of Attacks
34	Filters Event Data Sent from Client to Mgmt Server
35	OS Support - Windows and other platforms
36	Solution should provide antivirus, antispware, desktop firewall, IPS, device control solution on a single agent
37	Solution should provide single management console to manage all endpoints all services and define central

	policy for the solutions available
38	Endpoint solution technology should be able to score both good and bad behaviours of unknown applications, enhancing detection and reducing false positives without the need to create rule-based configurations.
39	Solution should Integrate a full range of security technologies into a single agent and a centralized management console, with an intuitive user interface
40	Endpoint Protection should allow user to enable/disable and configure desired technologies to fit into environment.
41	Solution should Offer a rules-based firewall engine and Generic Exploit Blocking (GEB) that blocks malware before it can enter a system.
42	Solution should provide protection for unseen threats (i.e., zero-day threats). Includes Proactive Threat Scan, which does not rely on a signatures.
43	Solution should support all Microsoft supported versions of Windows - 32 bit & 64 bit and Microsoft Windows 2000
44	Solution should provide integration with Active Directory
45	Solution should be able to block devices based on Windows Class ID and should include USB, Infrared, Bluetooth, Serial, Parallel, firewire, SCSI and PCMCIA. Solution should also be able to block and give read/write/execute permission for above devices
46	Solution should have provision to protect itself with the help of Tamper Protection
47	Solution should localized in English
48	Solution should support Stand alone, Load-balance and Fail-over architecture
49	Solution should support role base administration and provide, full, limited and system access
50	Enhanced Graphical dashboard with deployment status analysis
51	Solution should provide Network level, File system level and Memory/peripheral level protection in one single binary
52	Provision for protection / recovery from attack of any other unknown threat as may be possible from other leading solution. For example, automated backup of documents for recovery in case of Ransomware (encryption-based) attacks.
53	Artificial Intelligence used for Machine learning to protect against zero days, C&C attacks, Targeted attacks & Ransomware.
54	Must have single dash board for all products and Should get integrated with Sandbox for malware analysis and IOC creation etc..

Support: The firm is required to provide all necessary upgrades, definition updates and support for the antivirus product during the period of validity of 3 years.

4.0. GENERAL CONDITIONS OF THE CONTRACT

4.1 General Conditions of Contract (GCC), which is available in the KoPT website for download, will form an integral part of the tender document. The tenderer shall examine carefully the General Conditions of Contract. Tender for the above work should be submitted in accordance with the Bill of Quantities as specified in this tender and in accordance with the Special Conditions of Contract & General Conditions of the Contract. The Special Condition of Contract will prevail over and above the General Conditions of Contract. Only those Clauses, Forms or Formats of the aforesaid GCC, which are not covered anywhere in this Tender Document, shall be applicable.

4.2 Format and Signing of the offer document :

- a) The offer / bid has to be entered online by the bidder using Digital Signature and Encryption. All other / supporting documents must be in indelible ink and should be signed by the person(s) duly authorised to sign on behalf of the tenderer. Such authorisation shall be indicated by written power-of-attorney. The name and position held by each signatory of the said documents must be typed or printed or sealed below the signature.
- b) The documents should contain no interlineations, erasers or over-writing except as necessary to correct the errors made by the tenderer in which case such corrections should be initialled by the person(s) signing the documents.
- c) Offer must be submitted for executing all works (Supply, installation and commissioning including warranty support) involved as mentioned in Para 3.0 under Scope of Work and any offer received for doing a portion of the work with responsibility for carrying out the remaining works by the Trustees' other contractors, will be liable for outright rejection.
- d) The tenderer must submit the following documents online along with their offer:
 - i. General information as per Schedule – A
 - ii. Acceptance of draft proforma of bank guarantee as per Schedule - B
 - iii. Details of post sales support as per Schedule – C
 - iv. Declaration of warranty period as per Schedule – D
 - v. Time schedule / BAR Chart / PERT charts as per the deliverables as per Schedule - E
 - vi. Work experience record as per Schedule -- F
 - vii. Sign agreement with KoPT as per Schedule -- G
 - viii. Valid & relevant Trade License
 - ix. Sales Tax Clearance certificate/ VAT Registration No.,

- x. Permanent Account Number
- xi. Service Tax Registration No., if any.

e) The tenderer is required to unconditionally agree to the following condition online using his/her Digital Signature :

“Has fully read and understood the entire Tender Document, GCC, and Addenda, if any, downloaded from KoPT Website / CPP Portal/ MSTC Portal under the instant e-tender and no other source, and will comply to the said document, GCC and Addenda.”

Therefore, the bidder is not required to upload scanned copies of manually signed hard-copies of the tender document and its addenda as was earlier mandatory in case of manual tenders.

5 SPECIAL CONDITIONS OF THE CONTRACT

5.1 Earnest Money Deposit (EMD):

The intending firm is required to submit an EMD as mentioned above.

- i. **Payment particulars of the EMD and Tender Document Fee made through NEFT should be entered online (under the commercial terms and conditions)** by the bidder at the time of submission of online bid. Any error and/or omission in this may result in non-issuance or delay in issuance of the Treasury Receipt (see below).
- ii. A Treasury Receipt (TR) will be issued by KoPT (Cash & Pay Section under Finance Department) to the bidder against receipt of EMD on due application, stating references of the tender (number, date and title) and NEFT payment particulars, to be submitted through the Tender Issuing Authority.
- iii. Unsuccessful tenderer's Earnest Money Deposit will be refunded without interest as promptly as possible after receipt of a bidder's application stating their bank particulars, supported by the aforesaid TR in original.
- iv. The successful tenderer's Earnest Money Deposit may be considered for release after the tenderer, executing the agreement with Kolkata Port Trust, concurrently furnish the performance security deposit equalling 10% of the total contract value in form of B.G. from nationalized bank under Kolkata jurisdiction or D.D./Banker's cheque payable at Kolkata.
- v. The Earnest Money Deposit shall be forfeited
 - a) if a tenderer withdraws its offer during the period of tender validity.
 - b) If a tenderer submits false information or fabricated documents, and the same is detected during consideration of tender, his tender may not be considered and EMD may be forfeited. If it is detected after award of tender, the contract may be terminated and losses on this account would be recovered from the

contractor. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

- c) In case of a successful tenderer, if the tenderer fails –
- to sign the agreement
 - to furnish the performance Security Deposit as mentioned in this document.

5.2 Pre-Qualification criteria :

5.2.1 The tender, complete in all respects, shall have to be submitted online by the bidder as part of the **Techno-Commercial bid** containing the following:

- i. Work experience / credential constituting installation base of Enterprise-level Client End-point Antivirus total security and the bidder must have successfully executed such work during the last 7 years ending 31.03.2017, as mentioned below :
 - a. 3 similar completed works costing not less than the amount of Rs. 1.8 lakhs for each
 - b. 2 similar completed works costing not less than the amount of Rs. 2.25 lakhs for each
 - c. 1 similar completed work costing not less than the amount of Rs. 3.6 lakhs

Note: Here similar work means supply and installation of Enterprise-level Client End-point Antivirus.

- ii. The tenderer must have valid authorization by the OEM of the quoted product.
- iii. The OEM of the quoted antivirus product must have support centre in Kolkata, India to provide uninterrupted support.
- iv. Audited balance sheet of the firm for the last three years ending on 31/03/2017.
 - (a) Power of Attorney (in Stamp paper)
 - (b) Profile of Bidder
 - (c) Audited Annual Accounts for the last three completed financial years, supported by a Certificate from a Chartered Accountant, to show the Average Annual Financial Turnover considering the last three financial years ending on March 31, 2017.
 - (d) Self-certified copy of PAN Card
 - (e) Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder must submit a declaration in this regard.
 - (f) Certified copy of 'Employees State Insurance (ESI) Registration

Certificate' OR an Affidavit (as per enclosed Format) affirmed before a First Class Judicial Magistrate in case the Bidder is not covered under ESI Act or exempted from it.

- (j) Certified copy of 'Provident Fund Registration Certificate'.
- (k) Certified copy of valid Service Tax Registration Number / Code Number.
- (l) Documentary evidence that the Bidder has an office in Kolkata for effective coordination with KDS, KoPT.
- (m) A self declaration that the Bidder has not been banned / de-listed / debarred by any Government or Quasi-Government Agency or PSU. If a bidder has been banned / de-listed / debarred by any Government or Quasi-Government Agency or a PSU, the details must be clearly stated along with the relevant documents, which the bidder is to enclose together with the Techno-Commercial Bid.
- (n) A declaration that no change (in words, specification etc.) have been made in the submitted tender document of KDS, KoPT
- (o) The firm must submit necessary certificate / documents from OEM assuring availability of support and updates/upgrades during the warranty period directly from the OEM including tender specific authorisation.
- (p) Description of methodology for execution of work as per Tender Document covering all aspects like deliverables etc. as per Schedule - E.
- (q) Other document(s) (if any), which is/are required as per this tender and/or the Bidder desires to submit (duly signed with seal).

5.2.2 The Tenderer / Bidder must be authorized by the Original Equipment Manufacturer (OEM) for the subject tender and copy of the letter to that effect must be uploaded along with the Bid else the bid will be summarily rejected.

5.2.3 The Average Turn Over of the firm per year during the last three financial years ending 31.03.2017 must be at least Rs. 1.35 lakhs.

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

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

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

- 5.5 **UNSCHEDULED HOLIDAY / BUNDH:** In case of unscheduled Holiday / Bundh on the date of opening of tenders, the same will be opened on the next working day.
- 5.6 **RIGHTS OF KDS, KoPT:**
- (a) Order shall be placed as per requirement of KDS, KoPT.
 - (b) Notwithstanding anything contained in this Tender Document, KDS, KoPT reserves the right to accept or reject any offer and to annul the tendering process and reject all offers at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
 - (c) KDS, KoPT reserves the right to reject / disqualify an offer, in case KDS, KoPT is satisfied that any bribe, commission, gift or advantage has been promised, offered or given by the Bidder himself or on behalf of the Bidder to any officer, employee or representative of KDS, KoPT or to any person on his or their behalf to secure the tender or to influence the process of examination, evaluation etc. of the tender.
 - (d) KDS, KoPT also reserves the right to reject / disqualify an offer if it is observed that the Bidder or his representative has made false and misleading statement and/or have tried to influence KDS, KoPT in the process of examination, evaluation etc. of the tender.
 - (e) KDS, KoPT reserves the right to postpone the deadline for submission of Bids through notice.
- 5.7 **ONE BIDDER - ONE BID CLAUSE:** One Bidder shall submit one Bid only in response to this tender.
- 5.8 **LANGUAGE OF BID:** The Bid and any notations or accompanying documentation must be in English Language only and dimensions / measurements, if any, shall have to be indicated in Metric System.
- 5.9 **INFORMATION REGARDING RATES QUOTED:** Rates quoted should be in figures and words. In case, there is any difference between rates quoted in figures and in words, only the lower of the two rates, quoted in figures or in words shall be construed as correct and valid.
- 5.10 **QUOTATION AS PER BILL OF QUANTITY:** The bidder shall quote rate strictly as per the 'Bill of Quantity' separately in figures as well as in words with no counter conditions / deviations whatsoever. No alternative mode of offer shall be accepted. Conditional / Partial Price Bid is liable to be rejected outright.
- (a) The bid must be submitted online at MSTC portal as per time schedule mentioned above. No bid shall be accepted after this date/ time.
 - (b) The Techno-commercial bid of the tender shall be opened online as per time schedule mentioned above at the Office of Joint Director (P&R), P&R Division, Finance Department, 6th Floor, 15, Strand Road, Kolkata Port Trust – 700001 and any bidder or his authorized representative, who wishes to be present at the time of the opening of the 'Techno-Commercial Bid', may do so, if desired.

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

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

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

5.13 CONTENT OF PRICE BID: The 'Price Bid' shall contain 'Bill of Quantity' duly entered online and signed using DSC. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection.

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

5.15 VALIDITY OF OFFER:

- (a) The tender including Price Bid shall remain valid for acceptance for a period of 180 days from the actual date of opening of price of the tender.
- (b) Prior to expiry of the validity period as indicated in the original tender, KDS, KoPT may request bidders to extend the validity for a specified period and the tenderer will have the liberty to refuse such request without forfeiting his EMD.

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

5.17 PRE-BID MEETING:

(a) A Pre-Bid meeting shall be held as per time schedule mentioned above. In case of offline meeting, it will be held at the Office of Joint Director (P&R), P&R Division, Finance Department, 6th Floor, 15, Strand Road, Kolkata Port Trust, Kolkata – 700001. The Bidders may participate in the same, if they so desire.

(b) The intending bidders are advised to formulate their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing or by e-mail to jt.dir.pr@kolkataporttrust.gov.in in advance of the pre-bid meeting to Joint Director (P&R), P&R Division, Finance Department, 6th Floor, 15, Strand Road, Kolkata Port Trust, Kolkata – 700001 so that the same may be discussed / clarified in the Pre-Bid meeting. During the Pre-Bid meeting, the queries received in advance would be clarified first followed by those raised during the meeting.

(c) Modifications / amendments, if any, to the terms and conditions of the original

tender, scope of the project etc. as decided in the pre-bid meeting which the intending bidder is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the MSTC portal and also on KoPT website and the Central Public Procurement Portal in the form of an "Addendum" 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 meeting will be helpful for the intending bidder but is not mandatory.

5.18 DECLARATION REGARDING BAN / DELISTING/ DEBARMENT:

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

5.19 ADDENDA / CORRIGENDA etc. :

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

5.20 SUBSTITUTION OR WITHDRAWAL OF TENDER:

- (a) The Bidder may substitute or withdraw its tender after submission before the due date and time of submission of the tender. However, no refund of any fee or return of the bids will be made in case of withdrawal.
- (b) No tender shall be substituted or withdrawn by the bidder after the due date and time of submission of tender or any extension thereof.
- (c) If the bidder withdraws its Bid during the interval between the specified date and time of submission of tender and expiration of the validity period of the tender including extension thereof, the Earnest Money Deposited (EMD) would be forfeited.
- (d) In the event of "SUBSTITUTION", only the substituted tender would be considered.

5.21 Acceptance of offer:

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

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

5.22 Performance Bank guarantee / Security Deposit:

The successful firm would require to submit a Bank guarantee equivalent to 10% of the total contract value within 30 days of issuance of work order which will be kept as security deposit and should be valid for a period of 39 months (36 months warranty/support + 3 months) from the date of issuance of work order.

The successful bidder may also deposit Security Deposit in the form of D.D./Banker's cheque equivalent to 10% of the total contract value in favour of 'KOLKATA PORT TRUST'.

5.23 Deviations from Terms and Conditions

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

5.24 Preliminary Examination:

Arithmetical errors shall be rectified on the following basis:-

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

5.25 Taxes and duties etc.:

The tenderer shall be entirely responsible for all taxes, duties and other such levies arising out of this contract except Service tax and Cess which will be payable at actual, as applicable. In the event of introduction of GST, KoPT will be liable to pay only on GST which is in lieu of Service Tax and Cess, if applicable. Kolkata Port Trust will not issue any Sales Tax Declaration Forms.

Deduction shall be made from payments to the tenderer towards TDS, if applicable, as per the law and rules of the Government in force at the time of

Payment. KoPT does not pay Service Tax on behalf of the firm to the Service Tax Authority under Reverse charge mechanism as KoPT is not a 'Registered Body Corporate' under Service Tax Law.

5.26 Transport and Permit:

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

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

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

5.27 Acceptance Criteria:

- a) The successful tenderer must provide all necessary instruments at their own cost for the purpose of inspection and testing.
- b) All results of inspection and tests will be recorded for inspection and verification by KoPT. These reports shall form a part of the job completion documents.
- c) Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.

5.28 Necessary addendum / corrigendum (if any) of tender will be published on the e-tendering portal of MSTC. These may also be published on KoPT Website and CPP Portal.

5.29 Micro & Small Enterprises (MSEs) registered with NSIC:

- i) 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.
- ii) 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.

- iii) Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be uploaded along with the bid.

5.30 Bill of Quantity:

The tenderer must submit their offer according to the BOQ mentioned below.

VAT, Service Tax and any other tax or GST, as may be applicable, shall have to be entered online with respective Rates separately under the Commercial Terms and Conditions (as non-numeric fields cannot be entered in MSTC's online interface for Price Bid).

Similarly, **Full name of the Product (indicating its brand, category and version) shall have to be entered online under the Technical Terms and Conditions.**

The price quoted must include cost of delivery, installation, regular updates and support.

Quantity	Total License cost for 3 years subscription with Support and updates (Excluding Taxes) (in Rs.)	Total taxes, if any (Excluding Service Tax, VAT, Cess, or GST.) (in Rs.)	Total amount for 3 years (in Rs.)
	(A)	(B)	(C)=(A)+(B)
Enterprise level Client End-point Antivirus software, including Console for central administration for 800 client licenses as per scope of work.			

Note :- Service Tax, VAT, Cess, any other tax or GST, as may be applicable, must be mentioned separately and would be payable extra by KDS, KoPT on actual basis.

Work order will be issued to the firm with **lowest** Total amount [column (C) of above table]. Incomplete or partial bid will not be accepted.

5.31 Price Bid:

Price Bid must be submitted online as per 'Bill of Quantity' of the tender document with **NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER**. Price quoted by the tenderer shall remain fixed and no escalation would be allowed. However, escalation may be accepted only against statutory increase or change in govt. taxes, duties, cess, etc.

5.32 PERIOD OF CONTRACT:

- (a) The contract shall commence from the date of Order Letter.
- (b) Supply, Delivery and installation activities as per "SCOPE OF WORK" shall have to be completed as indicated above.
- (c) The contract shall remain valid for a period of **36 months**, as per license validity and on-site Support from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

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

"SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" shall include successful supply, installation, seamless integration and comprehensive commissioning of all components of the "SCOPE OF WORK". This shall be certified by a committee to be formed by KoPT with the representatives of KoPT, Vendor and the FMS (Facility Management Services) provider of KoPT at KDS, as satisfactory after which it shall be deemed as "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

5.34 ACCEPTANCE OF ORDER LETTER:

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

5.35 PRIORITY OF CONTRACT DOCUMENTS:

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

- i) Order Letter
- ii) Special Conditions of the Contract
- lii) Scope of Work
- iv) Bill of Quantity

- v) Instructions to Bidder
- vi) General Conditions of Contract
- vii) Any other document(s) forming part of the Contract

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

5.36 SERVICE TAX, VAT, CESS / GST :

Service Tax, VAT, Cess, any other tax or GST, as may be applicable, would be payable extra by KDS, KoPT on actual basis. The successful bidder shall have to submit valid Service Tax / GST Registration Certificate and disclose his Service Tax / GST Code number along with his offer. The Bidder would also declare the applicable tax rates in percentage with corroborating documents as specified in the Tender document.

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

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

5.37 PERFORMANCE BANK GUARANTEE (PBG)/ SECURITY DEPOSIT (SD):

5.37.1 The successful bidder, at own expense, shall have to keep with KDS, KoPT a Security Deposit amounting to 10% of the Order Value (valid) for the entire period of contract plus three months in the form of Bank Guarantee as per Schedule-B within 30 days from the date of issuance 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 successful bidder may also deposit Security Deposit in the form of D.D./Banker's cheque equivalent to 10% of the total contract value in favour of 'KOLKATA PORT TRUST'.

5.37.2 The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" (i.e. Joint Director (P&R)) as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to

recovery of damage and / or loss incurred, if any, by KDS, KoPT due to default on the part of the successful bidder.

6 DELIVERY:

The items of BoQ has to be supplied within **2 (two) weeks** from the date of issuance of work order to the firm.

7 WARRANTY / TECHNICAL SUPPORT :

7.0.1 The successful bidder must provide onsite comprehensive (including labour) next-business-day warranty / technical support for all products for a period of 36 (thirty six) months from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY".

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

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

8 PAYMENT

8.1 Payment terms:-

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

- i. **90%** payment of the total price quoted by the successful bidder will be made after delivery and installation of the product with valid licenses and acknowledgment of the same by KoPT official.
- ii. **10%** payment of the total price quoted by the successful bidder will be made after completion of 3 years of subscription license validity and installation of the product. Instead the amount may be released to the firm against submission of Bank Guarantee of equivalent amount from any scheduled bank in Kolkata to be valid for the entire period of 3 years of warranty/ license validity (from the date of installation) plus 3 months.

8.1.1 Payment shall be made strictly as per provisions mentioned in the Payment terms. No other charges shall be admitted or paid.

- 8.1.2 Payment, subject to relevant conditions of the contract like Performance Guarantee etc., shall be made after submission of clear, correct and complete bills along with relevant documents, after "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" or from the date of submission of clear, correct and complete bills, whichever is later.
- 8.1.3 As payment shall be made electronically, the successful bidder is required to submit information regarding the bank particulars etc. along with the Techno Commercial bid.
- 8.1.4 For non-fulfilment of any obligation under the contract, KDS, KoPT reserves the right to withhold the payments due to the successful bidder in part or full till such period as KDS, KoPT may consider necessary for due performance by the successful bidder.

9.0 Penalty for Damages Payable by the Firm:

It is required that the successful bidder would ensure proper working of all the functionalities/features of the anti-virus product. In case of any problem the same must be fixed by next working day, failing which damage @Rs.500/- (Rs. Five hundred only) per day for each additional day (or part thereof) of the duration of problem will be deducted from the residual/SD/PBG amount.

In the matter of imposing penalty for damages as above, the decision of KoPT shall be final and binding on the contractor.

9.1 EVENT OF DEFAULT CASES:

- (a) In case there is delay in "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" beyond specified delivery period.
- (b) If the successful bidder fails to perform or discharge any of its obligations under the provisions of the contract.
- (c) If representation made or documents / certificates submitted or warranty given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- (d) If the successful bidder is adjudicated bankrupt or insolvent.
- (e) If the successful bidder assigns or transfers job as per provisions of the contract to any third party without permission from KDS, KoPT.
- (f) If the successful bidder, through its employees, gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.

10 TERMINATION OF CONTRACT EITHER IN PART OR IN FULL:

- 10.1.1 If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract are not being rendered in part / full or not up to the satisfaction of KDS, KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Joint Director (P & R), KoPT through her authorized representative shall assess the position and if she is of the opinion that the service is not to the satisfaction of the authorities of KDS, KoPT and/or legal obligations are not being fulfilled by the successful bidder, Joint Director (P & R), KoPT shall terminate the full or part of the contract after giving 30 days' notice and her decision in the matter shall be final and binding on the successful bidder.
- 10.1.2 During the termination period of 30 days as above, the successful bidder may be asked by KDS, KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- 10.1.3 Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- 10.1.4 No compensation shall be paid by KDS, KoPT to the successful bidder in the event of termination of the contract.
- 10.1.5 If after termination, any amount is due to be paid by KDS, KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by KDS, KoPT from the successful bidder.

11.0 RISK PURCHASE:

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

11.1 LIQUIDATED DAMAGES PAYABLE BY THE CONTRACTOR:

In case the firm engaged in the work fails to complete the work satisfactorily within the stipulated time period then liquidated damages @0.5% of the

contract value will be applicable for delay per week or part thereof subject to a maximum limit of 10% of the contract value of the work. Service tax at applicable rates shall be charged on all damages and penalties as per statute.

12 SUCCESSFUL BIDDER TO INDEMNIFY

12.1 Damage & loss to private property & injury to workmen

The Contractor shall at their own expenses, reinstate and make good upto the satisfaction of Kolkata Port Trust and pay compensation for any injury or loss or damage accrued to any property or rights whatsoever, including property and rights of Kolkata Port Trust or Agents or servants or employees of Kolkata Port Trust, the injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract(s) and further, the Contractor will indemnify Kolkata Port Trust against all claims enforceable against Kolkata Port Trust or any Agents, servants or employees of Kolkata Port Trust or which would be so enforceable against Kolkata Port Trust where Kolkata Port Trust is a private person, in respect of any such injury including injury resulting to death, loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

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

13.0 CONTRACT AGREEMENT:

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

13.1 AMENDMENT:

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

13.2 ILLEGALITY/INVALIDITY OF CONTRACT PROVISION:

If for any reason whatsoever, any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions

or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

13.3 AMICABLE SETTLEMENT:

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

13.4 SETTLEMENT OF DISPUTES

- 13.4.1 Should any dispute, barring legal ones, arise between KDS, KoPT and the successful bidder in connection with this contract, the dispute/difference in opinion will be resolved by Chairman, KDS, KoPT, which shall be final and binding upon the successful bidder.
- 13.4.2 In case of any legal dispute between KDS, KoPT and the successful bidder in connection with this contract, the same shall be referred to arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The venue of the arbitration shall be at Kolkata, India.

13.5 GOVERNING LAWS, DAMAGE TO ASSETS AND RELATED ISSUES:

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

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

- 13.7 The successful bidder shall defend, indemnify and hold KDS, KoPT harmless from any

liability or penalty, which may be imposed by the Central / State Government or Local Authorities by reason of any regulations or requirements and also from all claims, suits arising out or by reason of the work required in this contract including any liability that may arise out of any accident.

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

14.0 FORCE MAJEURE:

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

- (a) Acts of God, rain, storm, cyclone, hurricane, flood, fire, etc.
- (b) Strikes, boycotts or other forms of labour unrest, excluding strike or boycotts by employees of the successful bidder.
- (c) Act of war, riot, etc..

- 14.2** Notice of Force Majeure Event - The successful bidder shall give notice to KDS, KoPT in writing of the occurrence of the Force Majeure Event ["the Notice"] as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.

The notice shall inter-alia include full particulars of:

- (a) The nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
- (b) The duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the successful bidder to perform its obligations under the contract,
- (c) The measures which the successful bidder has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
- (d) Any other relevant information.

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

- (a) Expiry of the period during which the successful bidder is excused from performance of its obligations
- Or
- (b) Termination of the contract.

- 14.4 Performance Excused** - The successful bidder, to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.
- 14.5 Resumption of Performance** - During the period of Force Majeure, the successful bidder shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The successful bidder shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KDS, KoPT of the same in writing.
- 14.6 Extension of time for performance of obligations** - KDS, KoPT may grant extension of time to the successful bidder for the performance of any obligation by such period not exceeding the period during which the relative performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KDS, KoPT.
- 14.7 Termination due to Force Majeure Event** - If the period of Force Majeure continues or is in the reasonable judgment of the parties likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed revised terms.

15.0 DETERMINATION OF RESPONSIVENESS:

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

- (a) Is received by the due date and time including extension thereof, if any,
- (b) The bidder unconditionally accepts the tender document and GCC,
- (c) Is accompanied by the required Covering Letter,
- (d) Is accompanied by the required Power of Attorney,
- (e) Contains all documents, information, certificates, certification / authorization from OEM etc. as requested in this Tender Document,
- (f) Contains information/details in formats specified in this Tender Document,
- (g) Is accompanied by certificates of Chartered Accountant etc. as applicable,
- (h) Is consistent with respect to details submitted in the tender and supporting documents,
- (j) Has not proposed any deviation whatsoever as compared to the terms & conditions, scope of work etc. detailed in the Tender Document together with subsequent amendment(s) / modifications(s) thereof made through issuance of Addenda, if any.

15.1 CLARIFICATION DURING EVALUATION PROCESS:

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

15.2 CONFIDENTIALITY:

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

16.0 EVALUATION OF TECHNO-COMMERCIAL BID:

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

17.0 EVALUATION OF PRICE BID:

- 17.0.1 Evaluation of price bid will be carried out as per the format of "Bill of Quantity" with NO COUNTER CONDITIONS / DEVIATIONS WHATSOEVER. Non compliance of the same shall result in outright rejection of the offer.
- 17.0.2 The Bill of Quantity must contain the comprehensive price offer excluding statutory components like Service Tax and Cess, if any.
- 17.0.3 Statutory Components only like Service Tax and Cess, if applicable and shall be paid at actual should be shown separately.
- 17.0.4 If the lowest price is quoted by more than one bidder, the bidders concerned offering the lowest price will be required to submit rebate on such price within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.
- 17.0.5 Selection of L1 bidder will be evaluated based on lowest total amount quoted as per BOQ format, provided bidder fulfils the scope of work and acceptance of all the terms & condition of the tender document.

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

17.0.6 The basic price:

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

18.0 Notification of the award of contract

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

Schedule “A”

NIT No.

NIT for

GENERAL INFORMATION

Company Name : _____

Head Office Address :

FAX No. : _____ Telephone No. _____

Regional Office Address : _____

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

FAX No. : _____ Telephone No. _____

Country and Year Incorporated *

Main Lines of Business :

1. _____ Since

2. _____ Since

3. _____ Since

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

Signature and Seal of the Tenderer.

Schedule ' B'

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

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

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

Name of Issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate - duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to hand over the work order to Shri/ Messrs, a Proprietary/Partnership/Limited/Registered Company, having its Registered Office at..... (hereinafter referred to as "The Contractor") for thorough repair, under the terms and conditions of the contract made between the Trustees and the Contractor, for "" in terms of the Work Order No..... dated.....(hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs.....

(Rupees.....), we,..... Branch, Kolkata, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....).

We,..... Branch, Kolkata, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We,..... Branch, Kolkata, shall have no right 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 "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and

the Trustees, this would be no ground for us,..... (Name of Bank), Branch, Kolkata, to decline to honour the Bank Guarantee

in the manner aforesaid. The very fact that We,.....Branch, Kolkata, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

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

3. We,.....Branch, Kolkata, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of20..... and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,.....Branch,Kolkata, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We,.....Branch,Kolkata, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said 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, Kolkata, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any forbearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us,.....Branch, Kolkata.

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

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....

BRANCH.....

KOLKATA.....

(Official seal of the Bank)

Schedule “C”

NIT No.

POST SALES SUPPORT IN KOLKATA

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

Signature of Tenderer -----

Schedule 'D'

NIT No.

WARRANTY

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawings, or samples, if any, and shall be operational. This warranty shall survive inspection for and payment for, and acceptance of the goods, but shall expire (except in respect of complaints of which we have been notified prior to such date) thirty six (36) months after their successful installation and acceptance by the purchaser.

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

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

Signature Of Witness

NAME AND ADDRESS

Tel. / Fax No . _____

Date _____

Signature of Tenderer

NAME AND ADDRESS

Tel. / Fax No . _____

Date _____

Schedule 'E'

NIT No.

Time Schedule

Period required for **Enterprise level Client End-point Antivirus software, including Console for central administration** at site: -
_____ days.

(BAR CHART / PERT CHART FOR THE PROJECT TO BE SUBMITTED).

Signature of the Tenderer -----

Schedule 'F'

NIT No.

Experience Record

Client List : Supply of Enterprise level Client End-point Antivirus software, including Console for central administration:

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

Information need to be supported by certificates from end customers

Signature of the Tenderer -----

NIT No.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF AGREEMENT

Agreement made this day of _____ 2017 between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trusts Act, 1963 (hereinafter called 'Trustees' which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of one part and _____ (hereinafter called the 'the Contractor' which expression shall unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

Whereas the Trustees are desirous that certain work should be undertaken as indicated in the tender document and have accepted the Tender submitted by the Contractor for the execution of such works. Now this Agreement witnesseth as follows :

1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned to them in "General Instructions to Tenderers" hereinafter referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.,
 - a) The said NIT document and the acceptance of the same
 - b) The General Instructions to the offerers
 - c) Special Conditions of Contract
 - d) Rate Schedule
 - e) All correspondence by which the contract is added, amended, varied or modified in any way, by mutual consent.
 3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to execute the work in conformity in all respects with the provisions of the contract.
 4. The Trustees hereby covenant to pay the Contractor in consideration of such execution at the contract prices at the time and in the manner prescribed by the contract.
- In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

Common Seal of the Board

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

Name.....

Address.....

Jt. Director(P&R)

.....

Signed, Sealed and delivered
at Kolkata in the presence of

Name.....

Address.....

Contractor

.....

**FORMAT OF AFFIDAVIT
On the Rupees Ten Non – Judicial Stamp Paper**

BEFOR THE 1ST 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 of ----- having office at ----
-----and carrying on business on the said name and style.

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

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no
valid E.S.I Registration.
3. THAT the present affidavit is to be files before the Kolkata Port Trust as per the
clause no ----- of Tender no-----issued by Kolkata
Port Trust in respect of the work (the name of the work is to be mentioned)
That the statements made above are all true to be the best of my knowledge
and belief.

DEPONENT

Identified by me

(FORMAT OF INDEMNITY BOND)
On the Rupees Fifty Non – Judicial Stamp Paper

INDEMNITY BOND

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

- 2 WHEREAS , the said Kolkata Port Trust asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of
----- Department, Kolkata Port Trust against all damages and
accident to the Labourer Tenderer/contractor.
- 3 NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/contractor named
herein above shall indemnify the Kolkata Port Trust AGAINST ALL DAMAGES AND
ACCIDENT 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 NIT No-----
----- of -----
- 4 AND the contractor hereunder agree to indemnity and at all times keep
indemnified the Kolkata Port Trust and its administrator and representative
And also all such possible claim or demand for damages and accidents.

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

Sureties

Signature of the Indemnifier

1 Signature
Name:-
Address

2 Signature
Name:-
Address

3 Witness

Signature
Name:-
Address