



TENDER FOR

SUPPLY AND COMMISSIONING OF 200 UPS SYSTEMS WITH 5-YEAR COMPREHENSIVE ONSITE WARRANTY AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

TENDER NUMBER

Ad/007/Computer/Client/2017/1U

E-TENDER NUMBER

KoPT/Haldia Dock Complex/Admn. Div/11/17-18/ET/276

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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 (OEM) or OEM authorized partner for supply & commissioning of 200 nos. UPS systems with 5-year comprehensive onsite OEM warranty at Haldia Dock Complex, Kolkata Port Trust.

The Tender Document may be downloaded from MSTC website www.mstcecommerce.com, www.eprocure.gov.in and www.kolkataporttrust.gov.in . However, corrigendum / addendum / clarifications, if any, shall be hosted only on MSTC website www.mstcecommerce.com and www.kolkataporttrust.gov.in.

Further, intending bidders shall submit their bid electronically only through MSTC website www.mstcecommerce.com. Bidders are requested to visit the websites frequently.

Senior Deputy Manager (Administration), Haldia Dock Complex, Kolkata Port Trust with office address "Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India, PIN – 721607" shall be the "ENGINEER OF THE CONTRACT".

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Ad/007/Computer/Client/2017/1U
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through www.mstcecommerce.com of MSTC Ltd. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/11/17-18/ET/276
d.	Date of NIT available to parties to download	13th September, 2017
e.	Offline Pre-Bid Meeting starting date & Time	Not Applicable
f.	Pre –Bid Meeting closing date & Time	Not Applicable
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 19,400/- (Rupees Nineteen Thousand Four Hundred only) to Haldia Dock Complex along with their offer otherwise their

		<p>offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money using the <u>Axis Bank Payment Gateway only</u>. 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: "<u>HDC EMD/Tender Fee Payment</u>". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" 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/11/17-18/ET/276</p>
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		<p>c) Amount remitted : d) Remittance Bank Details: e) URN No. : f) Date of payment:</p> <p>Important Note: The intending bidders, who are either registering for the first time with MSTC Ltd. or has renewed their Digital Signatures in the interim, must register with MSTC Ltd. 72 hours before depositing Earnest Money and Bid Document Fee.</p>
ii)	Bid Document Fee	<p>The intending bidders should submit Bid Document Fee of INR 1000/- (Rupees One 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 (https://easypay.axisbank.co.in → Others → Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.</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/11/17-18/ET/276 c) Amount remitted : d) Remittance Bank Details: e) URN No.: f) Date of payment:</p> <p>Important Note: The intending bidders, who are either registering for the first time with MSTC Ltd. or has renewed their Digital Signatures in the interim, must register with MSTC Ltd. 72 hours before depositing Earnest Money and Bid Document Fee.</p>	
	iii)	Transaction Fee	INR 572/- (Rupees Five Hundred Seventy-Two only) including GST @ 18 % 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.		9th October, 2017 up to 1500 hours
	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 www.mstcecommerce.com/eprochome/kopt		From 3rd October 2017, from 0930 hours
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		10th October, 2017 up to 1500 hours
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		10th October, 2017 after 1530 hours

Important instructions to the Bidder for E-procurement

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

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

1. Process of E-tender: A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost . Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt 1).Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit. 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem. In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the e- tender). Contact persons (Haldia Dock Complex):	<table border="1" style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">1. Shri J Roy, Senior Deputy Manager (Admin.), Haldia Dock Complex Ph. No. 03224 263178 E-Mail – jroy.hdc@nic.in</td><td style="width: 50%; padding: 5px;">2. Shri J Chaudhury, Asstt. Manager (Systems), Haldia Dock Complex, Ph. No. 03224 265419 Email- jayanto.hdc@nic.in</td></tr></table> Contact persons (MSTC Ltd): <table border="1" style="width: 100%;"><tr><td style="width: 50%; padding: 5px;">1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com</td><td style="width: 50%; padding: 5px;">2. Ms S. Maity Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@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, Asstt. Manager (Systems), Haldia Dock Complex, Ph. No. 03224 265419 Email- jayanto.hdc@nic.in	1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com	2. Ms S. Maity Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in
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1. Mr. S. Mukherjee Dy. Manager (e-Commerce) Mobile No: 07278030407 Landline:03322901004 Email- smukherjee@mstcindia.co.in Google hangout ID (for chat) - mstceproc@gmail.com	2. Ms S. Maity Asstt. Manager (e-commerce) Mobile No.- 9831155225 Landline:03322901004 Email: smaity@mstcindia.co.in				

	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting 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: <p>Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</p> <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 www.mstcecommerce.com once)</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.	<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:</p> <p>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. The vendor shall have the facility of making the payment either through NEFT or Online Payment. 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 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>NOTE : 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>Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB.</p>
6.	<p>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</p>

		their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC Ltd. (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.
	(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 www.mstcecommerce.com/eprochome/kopt of MSTC Ltd.
8.		E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.
9.		<u>Bidding in e-tender:</u>
	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 www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu→ AUC Floor Manager→ live event →Selection of the live event→ Common Terms→ Attach Doc→ Techno Commercial Bid→ Price Bid→ Final Submission.
	d.	The Tenderer 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 Tenderer will not be able to save/submit his bid.
	e.	After filling the Techno-Commercial Bid, Tenderer should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then Tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.
		NOTE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final Submission' button has been clicked by the bidder.
	a.	In all cases, Tenderer 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 Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and

	the Tenderer 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 Tenderer 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 Tenderer 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 www.mstcecommerce.com/eprochome/kopt 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 Tenderer is found to be false during scrutiny or any time thereafter, 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) shall submit the following documents for availing waiver of EMD and Cost of Tender Document: (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
20.	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* → *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 CAPTCHA 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 Captcha 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 (both 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 3,88,000.00 (Rupees Three Lakh Eighty-Eight Thousand only) over a period of last 7 years ending on 31.08.2017 **or**

(2) At least 2 similar works **each** worth not less than INR 4,85,000.00 (Rupees Four Lakh Eighty-Five Thousand only) over a period of last 7 years ending on 31.08.2017 **or**

(3) At least 1 similar work worth not less than INR 7,76,000.00 (Rupees Seven Lakh Seventy-Six Thousand only) over a period of last 7 years ending on 31.08.2017.

NOTE: Similar work shall mean having experience in supply, installation & commissioning of UPS Systems.

1.2 Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e 2014-15, 2015-16 and 2016-17). Average annual financial turnover during the above mentioned period must be at least INR 2.91 Lakh (Rupees Two Lakh Ninety-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. The information is required to be submitted as per Annexure VIII.

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

1.4 The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).

1.5 The bidder shall submit self-certified copy of PAN.

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

2 SCOPE OF WORK

- 2.1** The successful bidder shall have to supply & 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-years comprehensive (labour-spare-onsite) OEM warranty from the date of successful commissioning and OEM warranty for battery of the UPS, which shall be for 3-years from the date of successful commissioning.
- 2.2** 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 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.
- 2.3 Deliverables:** shall include but not be limited to -
- (a) Supply of 200 nos. UPS system (EMERSON / APC / EATON / EPOCH make) as per minimum guiding specification (Annexure – I).
 - (b) Warranty Certificate of OEM for 200 nos. UPS system for 5-year and warranty of battery of the UPS for 3-year.
 - (c) Escalation Matrix with Contact Number & Email Address of successful bidder.
 - (d) 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 for 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 further reference to the Bidder whatsoever.
- (b) Refund of Earnest Money deposited shall be done, subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document, to the unsuccessful bidders, without interest, after selection of "Successful Bidder".
- (c) The Earnest Money deposit shall be forfeited if the Bidder submits any forged document(s).
- (d) The Earnest Money deposit shall be forfeited as per the other provisions specifically mentioned in this Tender Document.
- (e) Earnest Money deposition shall be exempted for Micro & Small Enterprises, who shall submit the following documents for availing waiver of EMD:
 - (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued,
 - (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned

3.3 Price Bid:

- (a) Rate must be quoted online as per "SCHEDULE OF RATES".
- (b) Rate must be quoted F.O.R Jawahar Tower, Administration Division at Haldia Township including all charges involved.
- (c) Only unit rate must be quoted in the "Schedule of Rates" and this **MUST EXCLUDE** the GST component.

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 shall 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 original documents or additional documents / details or 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.

3.7 Evaluation of Price Bid:

- (a) 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.
- (b) Evaluation will be made on the lowest (L1) landed price excluding GST quoted among the techno-commercially qualified bids subject to the fulfilment of necessary tender conditions and benefit will be extended to MSEs registered with NSIC as per New Public Procurement Policy as notified by the Government of India, Ministry of Micro, Small & Medium Enterprises (MSME) in The Gazette of India vide No. 503, dated 26.03.2012. This quoted rate **MUST NOT** include GST component. **The "Grand Total" value of "Schedule of Rates" shall only be considered to ascertain the lowest bidder.**
- (c) 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. It is not obligatory on the part of the Trustees to accept the Lowest Tender. They reserve the right to accept a Tender in full or in part and / or reject a Tender without assigning any reason thereof.
- (c) 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.
- (d) HDC-KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.
- (e) As this is an e-Tender, the price bid allows quote to be made in figures only. No provision exists to mention / upload the quote in words. The intending bidder must note that (i) only unit price need to be quoted and (ii) the quote must not include GST component. "Grand Total" shall be calculated automatically by multiplying the unit rate quoted with 200 and this "Grand Total" value shall only be considered for evaluation of lowest bid.
- (f) **Considering GST environment, it is mandatory for the bidder to indicate the details GST charges (as applicable) in the techno-commercial bid as per Annexure IX.**

3.8 Payment:

- (a) Payment shall be made strictly as per the 'Schedule of Rates' of this tender document. No other charges shall be admitted or paid.
- (b) Payment shall be made after successful commissioning of "Scope of Work – Clause 2.1" of this Tender Document i.e., after the bidder obtains 'Certificate of Successful Commissioning' from the concerned authority of HDC.
- (c) The successful bidder shall be required to submit GST Compliant bills 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. Thereafter, payment shall be made within 30 working days from the date of submission of clear & correct bill.
- (d) 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.

- (e) The successful bidder shall have to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- (f) The successful bidder shall have to comply with all GST laws, including timely uploading of the bills raised by them on KoPT in their GST return properly.
- (g) Kolkata Port Trust has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the successful bidder. Any loss of input tax credit to Kolkata Port Trust for the fault of successful bidder shall be recovered by Kolkata Port Trust by way of adjustment in the consideration payable.
- (h) If any correction in the invoices is required, the same shall be made by the contractor by issuance of Supplementary invoices / debit note / credit note as the case may be.

3.9 Performance Guarantee / Security Deposit:

- (a) The successful bidder, at own expense, shall have to keep with HDC-KoPT a fixed Security Deposit amounting to 10% (ten percent) of the Order Value for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per Annexure V within 30 days from the date of Order Letter. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- (b) 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.
- (c) 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.

3.10 Delivery:

- (a) The successful bidder shall have to supply, install and commission 200 UPS within **60** days from the date of placement of work order. Address for supply shall be "Office of Senior Deputy Manager (Administration), Jawahar Tower Office Complex, Purba Medinipur, Haldia – 721607".
- (b) Delivery shall be F.O.R. destination (Haldia) basis.
- (c) Transit risk shall be on successful bidder's account. 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.

- (d) The Supplier shall be responsible for proper packing and delivery of Stores. The materials should be packed by the Supplier/Manufacturer at their own cost for protection against any damage, loss, breakage or leakage etc.

3.11 Warranty:

- (a) The work comprises comprehensive onsite warranty for a period of five years (5) for UPS and three (3) years for battery from the date of commissioning inclusive of all spare parts, manpower, labour etc. This includes attending 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. Sufficient spare shall have to be maintained at site by the successful bidder to minimize downtime.
- (b) The successful bidder shall have to attend and rectify any malfunctioning unit within 72 hours from the date-time of logging of complaint. The complaint shall be logged by telephone / email / FAX / OEM portal etc. The bidder must ensure that the process of logging calls is well documented for effective service. For the purpose of this contract, working day shall mean 0930 hours to 1730 hours of Monday through Saturday, except Trustees' holidays. The bidder must ensure that the process of logging a call is properly documented and explained at HDC for better service.
- (c) **Replacement of battery after expiry of warranty period for battery:** If any unit requires change of battery after three 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. However, the successful bidder may like to advise in respect of battery during procurement.
- (d) Necessary permits for entry into the restricted areas of HDC shall have to be procured by the successful bidder at his own cost and arrangement for the entire contract period.
- (e) If any unit is not rectified within 72 hours, compensation @INR 50/- per UPS shall be imposed for delay of every day or part thereof.
- (f) 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.

3.12 Acceptance of Order Letter:

- (a) 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.

- (b) Pending execution of Contract Agreement, the "Order Letter" and its acceptance by the successful bidder shall 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.

3.14 Definition of "Successful Execution of the Order in Totality": "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY" shall include successful supply, installation, and commissioning of the 200 numbers UPS at HDC-KoPT.

3.15 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.

3.16 Termination of Contract:

- (a) If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract is not being rendered in part / full or is not up to the satisfaction of HDC-KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the Senior Deputy Manager (Administration), HDC-KoPT through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC-KoPT and /or legal obligations are not being fulfilled by the successful bidder, Senior Deputy Manager (Administration), HDC-KoPT shall terminate the full or part of the contract after giving 30 days notice and his decision in the matter shall be final and binding on the successful bidder.
- (b) During the termination notice period of 30 days as above, the successful bidder may be asked by HDC-KoPT to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.
- (c) Upon termination of the contract, for any of the reasons indicated above, the Senior Deputy Manager (Administration), HDC-KoPT shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC-KoPT is entitled to in terms of the other relevant clauses in the contract. HDC-KoPT will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.

- (d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- (e) No compensation whatsoever shall be paid by HDC-KoPT to the successful bidder in the event of termination of the contract.
- (f) If after termination, any amount is due to be paid by HDC-KoPT to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC-KoPT from the successful bidder.

3.17 Liquidated Damage:

- (a) In the event of successful bidder failing to supply, install & commission the 200 numbers UPS 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 basic value of the delayed portion of order for delay in supply of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.
- (b) HDC-KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.
- (c) Any delay on the following account beyond the time period on account of HDC will be considered for non-imposition of L.D. provided the bidder submits documentary evidence to substantiate the same: "12 days time from the date of receipt of supplier's waybill request letter by HDC to the date of receipt of Waybill by the supplier from HDC."

3.18 Indemnification:

- (a) 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 VII.
- (b) 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.

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

3.20 Force Majeure: Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- (a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc (to the extent

originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).

- (b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the contractor.
- (c) An act of war, riot etc.
- (d) Industry wide or Statewide strikes or industrial actions.
- (e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying /operating the equipment under the provisions of the contract.

3.20.1 Notice of Force Majeure Event:

- (a) The Contractor shall give notice to KoPT in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- (b) The notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
 - (iii) the measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event , and
 - (iv) any other relevant information.

3.20.2 Period of Force Majeure: Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- (a) expiry of the period during which the Contractor is excused from performance of its obligations

OR

- (b) termination of the contract,

3.20.3 Performance Excused: The Contractor 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 considered reasonable by KoPT consequent to the Force Majeure Event.

3.20.4 Resumption of Performance: During the period of Force Majeure, the Contractor 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 Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify KoPT of the same in writing.

3.20.5 Extension of time for performance of obligations: KoPT may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by KoPT at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

- 3.20.6 Effect of Force Majeure Event:** If the period of Force Majeure continues or is in the reasonable judgement of the parties is 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 terms.
- 3.21 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.
- 3.22 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.
- 3.23 Ownership:**
HDC-KoPT shall own all equipment after successful commissioning.
- 3.24 Dispute Resolution:**
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.
- 3.25 Priority of documents:**
- (a) 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.
 - (b) 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. Scope of Work & Payment Terms
 - 3. Special Conditions of the Contract
 - 4. General Conditions of Contract
 - 5. Schedule of Rates
 - 6. Instructions to Bidder
 - 7. Any other document(s) forming part of the Contract
- 3.26 Change in law:**
- (a) Any new statutory levies, taxes, duties, cess etc. imposed by the Central / State / local authorities by way of fresh notification subsequent to the issue of work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.
 - (b) Any additional cost of benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

- 3.27 Confidentiality of Information:** All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Contract Period.
- 3.28 Expiry of Contract with efflux of Time:**
- (a) Upon expiry of the contract with efflux of time, if any amount is due to be paid by KoPT to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by KoPT from the Contractor.
 - (b) No compensation shall be paid by KoPT to the Contractor on expiry of the contract.
- 3.29 Illegality:** 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.
- 3.30 Amendment in Contract Provisions:** 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 Govt. of India and law of the land on the subject.
- 3.31 Risk Purchase:** In case of supplier's failure and at the absolute discretion of the Sr. Dy. Manager (Administration), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the Sr. Dy. Manager (Administration) or, his representative. In case of risk purchase extra cost will be borne by the supplier (successful tenderer).
- 3.32 Banned or De - Listed Contractors:** Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer.
- 3.33 Non-assignment:** The successful bidder shall not assign the contract to any other agency without approval of HDC, KoPT.
- 3.34 Compliance with law:** 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.
- 3.35 Jurisdiction of Court:** The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

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/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 3,88,000.00 (Rupees Three Lakh Eighty-Eight Thousand only) over a period of last 7 years ending on 31.08.2017 **or**

(b) At least 2 similar Works each worth not less than INR 4,85,000.00 (Rupees Four Lakh Eighty-Five Thousand only) over a period of last 7 years ending on 31.08.2017 **or**

(c) At least 1 similar Work each worth not less than INR 7,76,000.00 (Rupees Seven Lakh Seventy-Six Thousand only) over a period of last 7 years ending on 31.08.2017.

NOTE: Similar work shall mean having experience in supply, installation & commissioning of UPS Systems.

2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turnover (as per Annexure VIII) during the above mentioned period must be at least INR 2.91 Lakh (Rupees Two Lakh Ninety-One Thousand only).

3. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.

4. Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).

5. Self certified copy of PAN.

6. If the bidder is not an Original Equipment Manufacturer (OEM), then the bidder shall have to submit the certificate as an authorized partner / dealer / distributor 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.

7. Power of Attorney as per Annexure - IV.

8. Profile of Bidder as Annexure - III.

9. Declaration by the bidder as per Annexure - II.

10. 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.

11. Considering GST environment, the bidder shall have to submit information regarding details, nature and percentage of taxes, levies, statutory charges (as applicable) as per Annexure IX.

12. The bidder shall have to submit the following documents if applicable: (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.

SCHEDULE OF RATES

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

Sl. No.	Description	Unit Rate including all but Excluding GST in INR (In figure) (A)	Quantity (In figure) (B)	Grand Total in INR (In words & figure) C = A X B
1	<p>Supply & commissioning of 200 numbers UPS system with 5-year OEM warranty from the date of successful commissioning and OEM warranty for battery of the UPS shall be 3-year from the date of successful commissioning at Haldia Dock Complex, Kolkata Port Trust as per scope of work of the tender document bearing No. Ad/007/Computer/Client/2017/1U</p> <p>IMPORTANT: THE BIDDER MUST NOTE THAT UNIT PRICE IS TO BE QUOTED WITHOUT GST.</p> <p>GST SHALL BE PAYABLE EXTRA AS APPLICABLE.</p>		200	

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

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

Make :			
Model :			
Sl.	Specification		Complied (Yes/No)
1	Technology	Line Interactive, Single Phase, MOSFET based Inverter with PWM Technology	
2	Capacity	600 VA	
3	Power Outlet Points	3	
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 % at full load	
10	Power Factor	0.6 or higher	
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 AH.	
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 (labour-spare-onsite) OEM warranty for UPS and 3 years comprehensive (labor-spare-onsite) 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 Meter	

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/2017/1U**).
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 :

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 it 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 fore-bearance, 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-----
-----.

FORMAT OF FINANCIAL CAPABILITY

Details of Financial Capability of the Bidder

Name of Bidder	Net Worth	Net Cash Accruals			Annual Financial Turn Over
	Year -1	Year-1	Year-2	Year-3	Average on last 3 years

Instructions:

1. The Tenderer should submit its details in the appropriate column.
2. Net Cash Accruals = (Profit After Tax + Depreciation + Non-cash expenses) – (Dividend + Tax on Dividend, if any + non-recurring profit)
3. Net Worth = (Subscribed and Paid-up Equity + Reserve) – (revaluation reserves + Miscellaneous expenditure not written off + depreciation not provided for)
4. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year before Year 1 and Year 3 shall be the Year before Year 2.

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date :

Seal :

CERTIFIED BY

Name of Chartered Accountant Firm :

Registration No. & other details :

Name of the Signatory :

Signature :

Designation :

Date :

Seal :

GST DETAILS

<u>Sl.</u>	<u>Item Description</u>	<u>SGST (In %) (In Figure)</u>	<u>CGST (In %) (In Figure)</u>	<u>IGST (In %) (In Figure)</u>
1	Supply & commissioning of 200 numbers UPS system with 5-year OEM warranty from the date of successful commissioning and OEM warranty for battery of the UPS shall be 3-year from the date of successful commissioning at Haldia Dock Complex, Kolkata Port Trust as per scope of work of the tender document bearing No. Ad/007/Computer/Client/2017/1U			

Note: Bidder shall quote percentage ONLY. No value to be quoted.

CERTIFIED BY

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date:

Seal: