



KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

Administration Division, Jawahar Tower Complex,
P.O.: - Haldia Township, Dist.: Purba Medinipur,
PIN: 721607, West Bengal.
FAX: 03224-264877/263152

Haldia Dock Complex, Kolkata Port Trust invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from reputed Internet Service Providers (ISP) only for installation, configuration, testing and commissioning of 20 Mbps bandwidth NON-BSNL Leased Line Internet connection at Haldia Dock Complex, Kolkata Port Trust, Haldia, Purba Medinipur, WB – 721607.

Bid Document may be downloaded from MSTC website www.mstcecommerce.com. Corrigendum / addendum / clarifications, if any, shall be hoisted on the above mentioned website only. Tenderer should visit the website frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Ad/007/Internet/2015/2
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/7/15-16/ET/94
d.	Date of NIT available to parties to download	September 24, 2015
e.	Offline Pre-Bid Meeting starting date & Time	11:00 hours October 8, 2015
f.	Pre –Bid Meeting closing date & Time	NA
g.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 14440/- (Rupees Fourteen Thousand Four Hundred Forty only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected. The bidders are advised to deposit Earnest Money through ECS (RTGS/NEFT) in favor of Kolkata Port Trust, Haldia Dock Complex directly into the designated bank account. Details of the bank account are appended hereunder.

			<p>a) Name of Bank & Branch: United Bank of India, Haldia Dock Complex Branch,</p> <p>b) Account No.: 1604050000310</p> <p>c) IFS Code: UTBI0HDCF75.</p> <p>Concerned tenderers must ensure that the remitting bank positively enters their name and System Generated E - Tender no. in the 'Sender to Receiver' column at the time of making payment of earnest money by RTGS/NEFT.</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 :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/7/15-16/ET/94</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
	ii)	Bid Document fee	<p>The intending bidders should submit the tender cost of INR 1000/- (Rupees One Thousand only) (non-refundable) as per the payment mode mentioned above along with their offer otherwise their offer will be summarily rejected.</p> <p>Bidders should deposit bid document fee before filling and submission of bids.</p> <p>Details of Tender Cost remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as</p>

			<p>indicated hereunder :</p> <p>a) Name of remitting vendor/contractor :</p> <p>b) E- Tender No. : KoPT/Haldia Dock Complex/Admn. Div/7/15-16/ET/94</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) U.T.R No. :</p> <p>f) Date:</p>
	iii)	Transaction Fee	INR 1140 (Including Service Tax & other charges @14 % on Service Charge) Payment of Transaction fee by NEFT/RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
	h.	Last date of submission of EMD & Bid Document fee at HDC.	October 28, 2015 up to 14:00 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 October 14, 2015 13:30 hours
	j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	October 28, 2015 up to 15:00 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	October 28, 2015 from 15:30 hours

List of Annexure:

<u>List of Annexure:</u>		
Important Instructions to Bidders	:	Annexure - I
Commercial Terms & Conditions	:	Annexure -II
General Conditions Of Contract	:	Annexure- III
Documents to be uploaded	:	Annexure- IV
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Format of Power Of Attorney	:	Annexure-VIII

Important instructions to the Bidder for E-procurement

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

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

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

	<p>correspondence in this respect will be entertained and HDC will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD through ECS (RTGS/NEFT) well in advance and verify completion of transaction in respect of tender fee and EMD</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</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 their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(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. The responsibility of downloading the related addendum / corrigendum, if any, will be that of the downloading parties.</p> <p>(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/eprchome/ of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender:</u></p>
a.	<p>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.</p>
b.	<p>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>
c.	<p>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→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p>
d.	<p>The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p>

	e.	After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid
		NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.
	a.	In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
	c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER
	e.	It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
10		Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.		No deviation to the technical and commercial terms & conditions are allowed.
12.		After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.		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/mstc of MSTC Ltd.
15.		The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.		The bid will be evaluated based on the filled-in technical & commercial formats.
17.		The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
18.		Necessary addendum / corrigendum (if any) of tender would only be hosted in the e-tendering portal of M.S.T.C.
19.		Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration

	scheme) are exempted from depositing Cost of Tender Document and Earnest Money having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate.
20.	<p>Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>When splitting of tender quantity is not possible purely on technical ground, trustees reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non-MSE for consideration of award of order for 20% of tender quantity against any item as per new public procurement policy.</p>
21	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise their offer for those items will not be considered.
22	Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.
23	Due date of submission of tender will not be extended under any situation.

COMMERCIAL TERMS & CONDITIONS:**1. ELIGIBILITY CRITERIA :**

- 1.1** The bidder shall submit valid Category / Class "A" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Government of India.
- 1.2** The bidder shall submit valid license from Department of Telecommunication (DOT) for International gateways.
- 1.3** The bidder shall submit copy of affiliation of National Internet Exchange of India (NIXI) or Internet Service Providers Association of India (ISPAI).
- 1.4** The bidder shall submit a declaration that the Bidder (ISP) must be capable of delivering the latest version of internet protocol i.e. IPv6 as per the guidelines of Government of India, as and when required.
- 1.5** The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
- 1.6** The bidder shall submit certified copy of valid Service Tax Registration Number / Code Number.
- 1.7** The bidder shall submit Self certified copy of PAN.
- 1.8** The bidder shall submit evidence that the bidder has successfully executed similar work (**Order letter and execution certificate to be provided**) as per the following:
- (1) At least 3 similar Works each worth not less than INR 2.89 (two point eight nine) Lacs over a period of last 7 years ending on 31.08.2015 or
- (2) At least 2 similar Works each worth not less than INR 3.61 (three point six one) Lacs over a period of last 7 years ending on 31.08.2015 or
- (3) At least 1 similar Work each worth not less than INR 5.78 (five point seven eight) Lacs over a period of last 7 years ending on 31.08.2015
- NOTE:** Similar work shall mean having experience in commissioning Internet Leased Line in reputed organizations.
- 1.9** Audited balance sheet and Profit & Loss account for the last **3 (three)** financial years. Average annual financial turnover during the above mentioned period must be at least INR 2.17 Lacs (Rupees Two Lacs Seventeen Thousand only). If due date (scheduled opening date of tender) falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years, year previous to the latest financial year may be considered.

- 1.10 The bidder must have existing setup / Customer Service Centre operational 24 X 7 at Kolkata / Haldia for call logging, call monitoring, call resolution etc.

2 **SCOPE OF WORK:**

- 2.1 The successful Bidder shall be responsible for installation, configuration, testing & commissioning and testing of 20 Mbps bandwidth (1:1 uncompressed and unshared with last mile on either Fiber Optic Cable OR RF) NON-BSNL Leased Line Internet connection for one year at Jawahar Tower Server Room of Haldia Dock Complex, Kolkata Port Trust.
- 2.2 The successful bidder shall provide all necessary hardware, software, passive items, manpower and other arrangements without any extra cost.
- 2.3 The successful bidder shall maintain and manage equipments (supplied by the bidder) for the entire contract period without any extra cost.
- 2.4 The successful bidder shall provide the 20 Mbps (1:1 uncompressed and unshared) Internet leased line connectivity at all the time (24 X 7) at HDC, KoPT.
- 2.5 Internet Availability (uptime): More than 99.5% if last mile is provided on fiber or more than 98.5% if last mile is provided on RF (excluding power cut or network failure at HDC end) to be reviewed on a monthly basis.
- 2.6 The successful bidder shall have to provide 8 (eight) IPv4 public IP address pool.
- 2.7 The successful bidder shall employ qualified and skilled personnel for installation, configuration, testing and comprehensive commissioning of the solution.
- 2.8 The successful bidder shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations and any such other applicable Central / State Acts from time to time for the purpose of fulfilling all the obligations of the contract as may be deemed necessary in this regard.
- 2.9 The successful bidder shall not assign the contract to any other agency without approval of HDC, KoPT.
- 2.10 **Deliverables:** shall include but not be limited to -
- (A) Installation, configuration and comprehensive commissioning 20 Mbps bandwidth (1:1 uncompressed and unshared with last mile on either Fiber Optic Cable OR RF) NON-BSNL Leased Line Internet connection for one year,
 - (B) Reports for performance, monitoring /usage to be submitted by the ISP on monthly basis or as per requirement of HDC, KoPT.
 - (C) Service Level Agreement (SLA) including emailing downtime information on event basis to at least four pre-designated Email Ids.
- 2.11 **Schedule of commissioning:** The bidder shall have to install and commission the complete solution within 30 days from the date of placement of work order.

2.12 Support: The successful bidder shall have to provide support on a 24 X 7 basis and shall have to resolve all fault(s), within 4 (four) hours from the time of lodging of the complaint through email / phone to the satisfaction of Senior Deputy Manager (Administration), HDC, KoPT or his authorized representative as per 'Scope of Work' detailed in the Tender Document.

2.13 Period of Contract: The contract period for providing the Internet Leased Line Connectivity to HDC, KoPT would be for one year.

2.14 Downtime Penalty: During the contract period if the successful bidder fails to meet the uptime requirement specified at clause 2.5, the successful bidder shall be required to pay penalty @INR 500.00 per hour. In case of continuous failure on the part of the successful bidder for more than 72 hours, the "Engineer of the Contract" shall be at liberty to terminate the contract following procedure.

3. Pre-Bid Conference:

- (a) A Pre-Bid Conference shall be held on October 8, 2015 from 11:00 hours at the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607. Interested Bidders may participate, if they so desire.
- (b) The intending bidders are advised to forward their queries relating to any aspect mentioned in the tender document or any clarification required well in advance and forward the same in writing by October 7, 2015 to the Office of Senior Deputy Manager (Administration); Haldia Dock Complex, Kolkata Port Trust at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721 607 (email: jroy.hdc@nic.in and jayanto.hdc@nic.in) so that the same may be discussed / clarified in the Pre-Bid Conference. During the Pre-Bid Conference, the queries received in advance would be clarified first followed by those raised during the meeting.
- (c) HDC, KoPT will furnish response to queries in the website including modifications / amendments, if any, to the terms and conditions of the original tender, scope of the project etc. which the intending bidder is to note for submitting their tender. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum" which shall become an integral part of the tender document for all purposes and shall be binding on the bidder. The content of the Addendum shall be accepted by bidder.

4. Validity of Offer:

The tender shall remain open for acceptance for a period of 90 days from the date of opening of the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

5. Earnest Money:

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

6. Security Deposit:

- (a) The successful bidder, at own expense, shall have to keep with HDC, KoPT a Security Deposit amounting to 5% of the Order Value (valid) for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per Appendix 10 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) 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.

7. Price Bid:

Rate to be quoted online as per **ANNEXURE-V**.

8. Evaluation of Techno Commercial Bid:

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

9. Evaluation of Price Bid:

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

Evaluation shall be on the basis of the quoted rate as per the Schedule of Rates along with (plus) tax component resulting in minimum financial impact to Haldia Dock Complex. Only the "Grand Total" value quoted under the "Schedule of Rates" shall be considered for this purpose.

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

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

10. Payment:

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

Payment shall be made after HDC, KoPT avails the service. For this purpose, proportionate amount of the value quoted shall be paid after every quarter from the date of "SUCCESSFUL EXECUTION OF THE ORDER IN TOTALITY", subject to satisfaction of the "ENGINEER OF THE CONTRACT".

The contractor shall submit bills (3 copies) along with relevant documents to the office of the Senior Deputy Manager (Administration), HDC. Payment shall be made within 30 working days from the date of submission of clear bill.

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

Applicable taxes shall be paid extra.

11. Liquidated Damage:

- (a) In the event of successful bidder failing to execute the contract within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ 1% of the total value of the order for delay in supply of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.
- (b) HDC, KoPT may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

12. Force Majeure:

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

13. Dispute:

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

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: -

<p>1. Evidence that the bidder has successfully executed similar work (order letter and execution certificate to be provided) as per the following:</p> <p>(a) At least 3 similar Works each worth not less than INR 2.89 (two point eight nine) Lacs over a period of last 7 years ending on 31.08.2015 or</p> <p>(b) At least 2 similar Works each worth not less than INR 3.61 (three point six one) Lacs over a period of last 7 years ending on 31.08.2015 or</p> <p>(c) At least 1 similar Work each worth not less than INR 5.78 (five point seven eight) Lacs over a period of last 7 years ending on 31.08.2015</p> <p>NOTE: Similar work shall mean having experience in commissioning Internet Leased Line in reputed organizations.</p>
<p>2. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years. Average annual financial turn over during the above mentioned period should be at least INR 2.17 Lacs (Rupees two lacs seventeen thousand only).</p>
<p>3. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.</p>
<p>4. Copy of valid Service Tax Registration Number / Code Number.</p>
<p>5. Self certified copy of PAN.</p>
<p>6. Copy of valid Category / Class "A" Internet Service Provider (ISP) license issued from the Department of Telecommunication, Govt. of India.</p>
<p>7. Copy of valid license from Department of Telecommunication (DOT) to set up and operate International gateways.</p>
<p>8. Copy of affiliation from National Internet Exchange of India (NIXI) or Internet Service Providers association of India (ISPAI).</p>
<p>9. Self declaration that the Bidder (ISP) must be capable of delivering the latest version of internet protocol i.e. IPv6 as per the guidelines of Govt. of India, as and when required.</p>
<p>10. Power of Attorney as per Annexure - VIII.</p>
<p>11. Profile of Bidder as Annexure - VII.</p>
<p>12. Declaration by the bidder as per Annexure - VI.</p>
<p>13. Documentary evidence that The bidder must have existing setup / Customer Service Centre operational 24 X 7 at Kolkata / Haldia for call logging, call monitoring, call resolution etc.</p>
<p>14. Copy of valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate for Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme)</p>

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

Sl. No.	Description	Quoted Amount (In Rs.) (In Figure)	Tax Amount (In Rs.) (In Figure)	Grand Total (In Rs.) (In Figure)
1	Charges for installation, configuration, testing & commissioning of 20 Mbps bandwidth (1:1 uncompressed and unshared with last mile on either Fiber Optic Cable OR RF) NON-BSNL Leased Line Internet connection for one year at Jawahar Tower Server Room of Haldia Dock Complex, Kolkata Port Trust as per Tender Document bearing No. Ad/007/Internet/2015/2			

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/Internet/2015/2**).
3. I / We have deposited requisite Earnest Money for the tender.
4. I / We have submitted copies of the required documents as mentioned at **Annexure- IV** 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 :

ANNEXURE- VIII

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

(Signature with Office Seal)

Date :- Name :-
Place: Designation :-