



TENDER FOR

SUPPLY, INSTALLATION & OPERATION OF  
PHOTOCOPIER MACHINES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

TENDER NUMBER : AD/PHOTOCOPY/2019

E-TENDER NUMBER: KoPT/Haldia Dock Complex/Admn. Div/16/18-19/ET/390

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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  
Office of the Administration Division, Jawahar Tower Annexe,  
P.O.: - Haldia Township, Dist.:Purba Medinipur,  
PIN : 721607, West Bengal.  
Ph. No. 03224 -265490, 265161, FAX :03224-263152

**Notice Inviting Tender (NIT)**

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 experienced contractors/ organizations for photocopying work by providing man, machine(s), photocopy paper and other consumables for the exclusive use of Kolkata Port Trust, Haldia Dock Complex for a period of 3 years in accordance with the conditions of contract.

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

Further, intending bidders shall submit their bid electronically only through MSTC website [www.mstcecommerce.com](http://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/PHOTOCOPY/2019	
b.	MODE OF TENDER	<p>e-tender System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> of MSTC Ltd.</p> <p>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.</p>	
c.	E-Tender No. (System Generated)	KoPT/Haldia Dock Complex/Admn. Div/16/18-19/ET/390	
d.	Date of NIT available to parties to download	28.03.2019	
e.	Estimated Cost	Rs 28.80 lakhs	
g.	i)	Earnest Money Deposit	<p>The intending bidders should submit Earnest Money of INR 57,600/- (Rupees fifty seven thousand six hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.</p> <p>The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. 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 (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →PSU / Govt depts→Kolkata Port Trust) itself under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ Others→Haldia Dock Complex)</p> <p>For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).</p> <p>The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.</p> <p style="text-align: center;">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/16/18-19/ET/390  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 1770/- (Rupees one thousand seven hundred seventy only) including GST @ 18 % 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 (<a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a>→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) under the icon: " HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (<a href="https://easypay.axisbank.co.in">https://easypay.axisbank.co.in</a>→ Others→Haldia Dock Complex)</p> <p>For making payment of Bid Document Fee 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</p>

			<p>Gateway" section of the tender document.</p> <p>Tenderers should deposit Bid Document Fee before filling and submission of bids.</p> <p>Details Bid Document Fee 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/16/18-19/ET/390</p> <p>c) Amount remitted :</p> <p>d) Remittance Bank Details:</p> <p>e) URN No.:</p> <p>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	<p>INR 1700 (Rupees one thousand seven hundred 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")</p>
h.	Last date of submission of EMD & Bid Document fee.		18.04.2019 up to 1500 hours
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a>		29.03.2019, from 1100 hours.
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		18.04.2019 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		18.04.2019 after 1530 hours.

## **Important instructions to the Bidder for E-Tender**

This is an e-tender 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.	<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 ONLINE AT <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → Psu / Govt depts → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>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 persons (Haldia Dock Complex):</p> <table><tr><td>1. Shri S.S. Pandit, Senior Deputy Manager (Admin), Haldia Dock Complex, Ph. No. 03224 265161 Email- <a href="mailto:sspandit.hdc@nic.in">sspandit.hdc@nic.in</a></td><td>2. Shri D Satpathy, Asst. Manager (Admin.), Haldia Dock Complex Ph. No. 03224 265653 E-Mail- <a href="mailto:satpathy.debdutta@gmail.com">satpathy.debdutta@gmail.com</a></td></tr></table> <p>Contact persons (MSTC Ltd):</p> <table><tr><td>1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- <a href="mailto:vikash@mstcindia.co.in">vikash@mstcindia.co.in</a></td><td>2. Mr. P. Biswas Asstt. Manager (ERO) Mobile No.- +919903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a></td></tr><tr><td>3. Mr. M. H. Jain Asstt. Manager (ERO) Mobile No: +919721277969 Email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a></td><td>Google hangout ID(for chat ) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> <b>Landline: 03322901004</b></td></tr></table>	1. Shri S.S. Pandit, Senior Deputy Manager (Admin), Haldia Dock Complex, Ph. No. 03224 265161 Email- <a href="mailto:sspandit.hdc@nic.in">sspandit.hdc@nic.in</a>	2. Shri D Satpathy, Asst. Manager (Admin.), Haldia Dock Complex Ph. No. 03224 265653 E-Mail- <a href="mailto:satpathy.debdutta@gmail.com">satpathy.debdutta@gmail.com</a>	1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- <a href="mailto:vikash@mstcindia.co.in">vikash@mstcindia.co.in</a>	2. Mr. P. Biswas Asstt. Manager (ERO) Mobile No.- +919903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a>	3. Mr. M. H. Jain Asstt. Manager (ERO) Mobile No: +919721277969 Email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a>	Google hangout ID(for chat ) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> <b>Landline: 03322901004</b>
1. Shri S.S. Pandit, Senior Deputy Manager (Admin), Haldia Dock Complex, Ph. No. 03224 265161 Email- <a href="mailto:sspandit.hdc@nic.in">sspandit.hdc@nic.in</a>	2. Shri D Satpathy, Asst. Manager (Admin.), Haldia Dock Complex Ph. No. 03224 265653 E-Mail- <a href="mailto:satpathy.debdutta@gmail.com">satpathy.debdutta@gmail.com</a>						
1. Mr. V. K. Jaiswal Regional Manager (ERO) Mobile No: +919903042449 Email- <a href="mailto:vikash@mstcindia.co.in">vikash@mstcindia.co.in</a>	2. Mr. P. Biswas Asstt. Manager (ERO) Mobile No.- +919903248755 Email: <a href="mailto:pbiswas@mstcindia.co.in">pbiswas@mstcindia.co.in</a>						
3. Mr. M. H. Jain Asstt. Manager (ERO) Mobile No: +919721277969 Email- <a href="mailto:mhjain@mstcindia.co.in">mhjain@mstcindia.co.in</a>	Google hangout ID(for chat ) - <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a> <b>Landline: 03322901004</b>						



	<p>B) System Requirement:</p> <ul style="list-style-type: none"> <li>i) Windows 7 or above Operating System</li> <li>ii) IE-7 and above Internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li> </ul> <p>To disable "Protected Mode" for DSC to appear to appear in the signer box following setting may be applied.</p> <p style="padding-left: 40px;">Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p style="padding-left: 40px;">Other Settings:</p> <p style="padding-left: 40px;">Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; 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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> 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.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
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.	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.
6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC 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 <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> 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.		Bidding in e-tender:
	a.	Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund.
	b.	The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
	c.	The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → Psu/Govt depts → 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 be 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 <a href="http://www.mstcecommerce.com/eprochome/kopt">www.mstcecommerce.com/eprochome/kopt</a> of MSTC Ltd.
15.		The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.		The bid will be evaluated based on the filled-in technical & commercial formats.
17.		The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the 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](http://www.mstcecommerce.com) → *e-Procurement* → *Psu / Govt depts.* → *Kolkata Port Trust* ) under the icon: " HDC EMD/Tender Fee Payment" . Clicking this icon will take the bidders to the Axis bank gateway.

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

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

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

6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the 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.

1. **Background**

Sealed tenders are invited from experienced contractors/organizations for photocopying work by providing man, machine, photocopy paper and other consumables for the exclusive use of Kolkata Port Trust, Haldia Dock Complex for a period of 3 years in accordance with the conditions of contract.

2. **Scope Of Work**

The work comprises supply and installation of Photocopier Machine(s) at least one each, to be installed at the designated rooms of Jawahar Tower Complex of HDC at Haldia Township and Operational Building of HDC at Chiranjibpur and operation of the same by the contractor or his manpower from 09-00 hours to 19-00 hours on all working days of HDC. However, depending on the requirement of urgent work, the Photocopier Machine shall be required to be operated on Saturdays, Sundays, holidays (for the Machine to be installed at Jawahar Tower Building) and Sundays & Holidays (for the machine to be installed at Chiranjibpur Operational Building) and beyond 19-00 hours or before 09-00 hours also. In case of urgency, the contractor shall be in a position to get photocopies done, at his office, during before and after normal office hours.

The contractor would supply photocopying paper (75 GSM or more of J K) or Diplomat brand) and Toner from OEM. It would be the responsibility of the contractor to maintain his photocopier Machine(s) with the help of his own manpower or through the authorized representative of the equipment manufacturer, at his own cost.

3. **Pre-Qualification Criteria of Bidders (Eligibility Criteria )**

- a) The tenderer must have a valid Trade Licence.
- b) The tenderer must submit documentary evidence that they are having in the business of photocopying of at least 2 years preceding 28.02.2019 by producing a certificate issued by MP/MLA/Councilors of the place where the tenderer are running their business of photocopying OR an experience certificate issued by an organization of repute where the tenderer has undertaken photocopying business.
- c) The tenderer must be possessing GST registration.
- d) The tenderer must possess valid documents of ownership of at least 2 (two) photocopy machines as well as Bank Solvency Certificate.

#### 4. **General Instructions to the Tenderers**

##### 4.1 **Preparation and Submission Procedure of Tender:**

4.1.1 The tender must be submitted in the name of purchaser of the tender document.

4.1.2 Language: The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.

4.1.3 **Part-I:** Techno-commercial Bid" should contain the following:-

The tender completed in all respects including properly filled in and duly signed with seal along with the documents as mentioned in **Annexure-I** necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering process.

4.1.3A The tenderer shall submit a Power of Attorney as per format given in **Annexure-IA** authorizing the signatory of the tenderer to commit the tender.

4.1.4 **Part-II:** "Price Bid" should contain the Price Bid of the tender documents duly filled in & signed.

It should be noted that the "Price Bid" shall contain no conditions whatsoever. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. 'Price Bid' to be submitted on line through e-tendering process as detailed in the tender document.

4.1.5 Mere submission of Tender Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.

4.1.6 The substitution or withdrawal of offer may be done as per provision mentioned in clause- 4.6 before due date and time for submission of the offer or any extension thereof. In such case, only the substituted offer would be considered and the offer earlier submitted would not be considered.

4.1.7 Tenderers are encouraged to examine the project in greater detail, and to carry out, at their cost, such studies/ site inspection as may be required for submitting their respective bids for award of the work including implementation of the project.

##### 4.2 **Site Inspection:**

- (a) The tenderer shall be deemed to have inspected the site (Chiranjibpur Operational Building & Jawahar Tower) including the available facilities and conditions prevailing thereon in deciding the equipment, manpower etc. to be supplied/ provided/ engaged by them for the work prior to submitting their bid.

- (b) Once the bid is submitted by the tenderer, he shall be deemed to have fully acquainted himself with all aspects of the tender and he shall not be entitled to raise any claims or deviate from the tender condition(s) citing lack of knowledge about any aspect of the site / tender.
- (c) Inspection of the site i.e. at Chiranjibpur Operational Building & Jawahar Tower Office Complex where xerox machines shall be installed, may be held on any working day between 10 A.M. to 5 P.M. before submission of tender. Interested tenderers may inspect, if they so desire.
- (d) Cost or expense incurred by the tenderer for inspection of site or any preparatory activities for submission of tender will not be reimbursed by HDC, KoPT.

#### 4.3 **Tender/ Bid Document Cost/ Fee :**

The intending tenderer should submit the bid document cost/ fee amounting to Rs 1770/ (non refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Tender/ Bid Document fee may be followed as detailed mentioned in the SCHEDULE OF TENDER (SoT).

#### 4.4 **Earnest Money :**

- (a) The intending bidders should submit Earnest Money of INR 57,600/- (Rupees fifty seven thousand six hundred only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected without any further reference to the Bidder whatsoever. The bidders are advised to deposit Earnest Money using the Axis Bank Payment Gateway only. No other method of payment of EM shall be accepted.
- (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 shall be forfeited if the tenderer withdraws its offer during the interval between the last date and time of submission of the offer i.e. 1500 hrs. on 18.04.2019 or any extension thereof and expiration of the validity period of the offer including extension thereof.
- (d) The Earnest Money deposit shall be forfeited if the Bidder submits any forged document(s).
- (e) The Earnest Money deposit shall be forfeited as per the other provisions specifically mentioned in this Tender Document.



- (f) Earnest Money submission will be exempted for Micro and Small Enterprises (MES) with NSIC registered organizations in case of single point registration covering all components of the said tender.

#### **4.5 Due Date and Time for submission and opening of Offer:**

- (i) The tender should be submitted to Sr. Dy. Manager (Administration), Haldia Dock Complex, Jawahar Tower Complex, P.O. Haldia Township, Dist. Purba Medinipur, PIN- 721607, through MSTC Ltd. ([www.mstcecommerce.com](http://www.mstcecommerce.com)), not later than 1500 hrs. on 18.04.2019 after which time and date, no offer shall be accepted.

HDC, KoPT may at its sole discretion extend the submission / opening due date(s) by issuing a Corrigendum.

- (ii) The Part- I : 'Techno-commercial Bid' of the tender shall be opened electronically at 1530 hrs. on 18.04.2019.
- (iii) The Part- II: 'Price Bid' of those tenderers who are only techno-commercially qualified, will be opened electronically on a subsequent date, for which date & time will be intimated separately to the concerned tenderers only.

#### **4.6 Substitution, Withdrawal of Tender:**

The tenderer may substitute or withdraw its offer after submission, before the Due Date and time of submission of offer i.e. 1500 hrs on 18.04.2019 or any extension thereof. No offer shall be substituted or withdrawn by the tender after the Due Date and time of submission of offer or any extension thereof.

#### **4.7 Amendment of Tender Document:**

At any time prior to the due date for submission of tender, HDC, KoPT may, for any reason, whether at its own initiative or in response to queries/ clarifications raised by the tender(s) during the pre bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of KoPT ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and also in the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)) .

In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, KoPT may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of KoPT ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and also in the website of MSTC ([www.mstcecommerce.com](http://www.mstcecommerce.com)).

#### **4.8 Validity of Offer:**

- (a) The tender shall remain open for acceptance for a period of 120 days from the date of opening of the techno-commercial offer. If, before expiry of this validity

period, the tenderer 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.

- (b) Prior to expiry of the original tender validity period, HDC, KoPT may request bidders to extend the validity for a specified period.

4.9 The tenderer shall be deemed to have carefully examined and fully understood the instructions to the Tenderers, Special Conditions of Contract, Scope of work etc.

#### 4.10 **Price Bid:**

- (i)a) Rate must be quoted online as per “SCHEDULE OF RATES”. No alternative mode of offer shall be accepted.
- b) Only unit rate must be quoted in the “Schedule of Rates” and this MUST EXCLUDE the GST component.
- (ii) The tenderer shall quote rate against each items of the ‘Schedule of Rates’ separately. Incomplete ‘Schedule of Rates’ shall liable the tender to be rejected.
- (iii) Rates shall include all taxes & other charges etc. if payable, excepting GST. Rates shall also include incidental and contingent work, not specifically mentioned in the contract but necessary for its efficient and satisfactory implementation.

#### 4.11 **Acceptance of order letter:**

- a) After finalization of the tender, HDC, KoPT shall issue Work Order letter to the successful bidder.
- b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Performance Guarantee/ Security Deposit 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.
- c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, KoPT and the successful Tenderer for fulfilling the scope of work and obligation of the contract by the successful bidder.
- d) All costs, charges and expenses etc. to be incurred in connection with Contract Agreement/ Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful tenderer.

4.12 It is impressed upon the tenderer that the tenderer shall not stipulate their own terms & conditions in deviation of the given terms and conditions in this tender document.

5. **EVALUATION CRITERIA:**

A) **Responsiveness:**

Prior to evaluation of Techno-commercial Bid of the tender, HDC, KoPT will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender:-

- i) Is submitted within the due date including extension thereof, if any.
- ii) Is signed, sealed and marked as stipulated in the tender document.
- iii) Is accompanied by the required Power of Attorney.
- iv) Contains all the information as requested in the tender document.
- v) Contains information in Formats as specified in this tender document.
- vi) Does not show inconsistencies between the offer and the supporting documents.
- vii) It does not contain any condition or qualification
- viii) Is accompanied by Certificates demonstrating Prequalification Criteria.

B) **Techno Commercial Part:**

**Evaluation of Techno Commercial Bid:**

- (i) 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.
- (ii) 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.

C) **Price Part:**

**Evaluation of Price Bid:**

- (a) The evaluation of the rates will be made only for the techno-commercially qualified bidders.
- (b) Evaluation will be made on the lowest amount (R) arrived at based on quoted rates excluding GST, evaluated as per formula given below, among the techno-commercially qualified bids subject to the fulfilment of necessary tender conditions. Quoted rate against each item MUST NOT include GST component.

Price Part of the Techno-Commercially qualified tenders will be evaluated in the following manner:-

Let rate quoted for photocopying single side A4 size paper be	R1
Let rate quoted for photocopying double side A4 size paper be	R2
Let rate quoted for photocopying single side A3 size paper be	R3
Let rate quoted for photocopying double side A3 size paper be	R4
Let rate quoted for photocopying single side fullscape size paper be	R5
Let rate quoted for photocopying double side fullscape size paper be	R6

Then the evaluating formulae will be as below:

$$R = \frac{[(R1+R2) \times 98] + [(R3+R4) \times 1] + [(R5+R6) \times 1]}{100 \times 2}$$

**NOTE:** Insertion of any extra item in the Schedule of Rates shall render such offer liable for rejection.

- (c) 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 III**.
- d) If the lowest evaluated amount as at item-5(C)(b) is quoted by more than one bidder, the bidders concerned offering the lowest evaluated amount will be required to submit rebate on quoted rates R-1 & R-2 in sealed cover within two working days from the date of opening of Price Bids in order to enable KoPT to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.
- e) HDC, KoPT, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

#### 6. General Conditions of Contract:

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in).

(<http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342>).

Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

## **7. Special Conditions of the Contract:**

7.1 The contractor would be required to supply Photocopier Machine(s) of any brand having speed of not less than 40 copies per minute. Though HDC would prefer to have brand new Photocopier Machine(s), the contractor may however supply old machines which should not be older than 2 years from the date of manufacturing subject to the condition that the old machines produce acceptable copy quality to the port. However, the delay in supply of photocopies due to breakdown of the machine or otherwise will be the sole responsibility of the contractor. KoPT would deduct compensation in case photocopies of acceptable quality are not supplied within allowable lead time.

### **7.2 Timings :**

The Photocopier Machine(s) would be required to be manned and operated from 0900 hours to 1900 hours on all working days of HDC. If the volume of work so demands, the contractor would be required to operate the Machine(s) on Saturdays, Sundays and Holidays and beyond 19-00 hours. In any case, the contractor would be paid only on per copy basis and no additional sum for working on Saturdays, ( for the machine installed at Jawahar Tower only) & Sundays and holidays or before/beyond the time period of 9-00 hours to 19-00 hours (for both the machines installed at Jawahar Tower & Operational Building) shall be payable.

### **7.3 Requisition for Photocopy :**

Only authorized signatories of HDC (of various divisions housed in Jawahar Tower Complex of HDC at Haldia Township and Operational Building of HDC at Chiranjibpur) would place requisition for the photocopying job. It would be the responsibility of the contractor or his operator of the Photocopier(s) to check the authenticity of the signature of the authorized signatory of HDC. While handing over the photocopied paper(s) to the representative of HDC, signature of HDC's representative in confirmation of receipt of the same, would be made on the requisition slip itself, which would become the basis to prefer monthly bill. However, this procedure may be fine tuned during execution of the contract for mutual convenience.

### **7.4 Room for installation & operating Photocopier Machine :**

HDC would provide a rent free Room for installation of the Photocopier Machine(s) in the Jawahar Tower Complex of HDC at Haldia Township and Operational Building of HDC at Chiranjibpur premises. Though Jawahar Tower Complex of HDC at Haldia Township and Operational Building of HDC at Chiranjibpur premises are guarded round the clock, it would be responsibility of the contractor to take care of the security of the Machine(s) installed by them. In any case, the operator would not be allowed to remain in the Office building premises between 23-00 hours and 07-00 hours of the next day.

The Room to be provided for installation of the photocopier machine, has fan, light, and plug point for photocopier machine. The Contractor if he so desires,

may install AC machines as required in the aforesaid rooms , all charges of which is to be borne by the contractor himself. The electricity for the running the photocopier machine and the fan and light only, will be provided by KoPT free of cost to the contractor.

#### 7.5 **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 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-IV** within 30 days from the date of Order Letter.
- (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.
- (d) Before releasing the Security Money, the contractor shall also have to submit a certificate to the effect that they have no claim(s) against HDC under this contract. If any Bill(s) for the job done under this contract is / are left pending at the time of releasing the Security Deposit, the tenderer may furnish the certificate in the following format:

"I/We hereby certify that there is no claim against HDC under contract No. \_\_\_\_\_ for the job \_\_\_\_\_ except to the extent of the claims preferred by me / us as per the under-noted bills already submitted to you".

#### 7.6 **Allowable Lead Time :**

The tenderer shall have to supply the required number of photocopies of acceptable quality within the following allowable lead time in order to get full payment :-

No. of photocopies required	Allowable lead time
Upto 10 copies (either 1 original x 10 copies or 2	30 minutes

originals x 5 copies or 10 originals x 1 copy etc.)	
From 11 copies upto 30 copies (either 1 original x 30 copies or 2 originals x 15 copies or 30 originals x 1 copy etc.)	90 minutes
From 31 copies upto 100 copies (either 1 original x 100 copies or 2 originals x 50 copies or 100 originals x 1 copy, etc.)	180 minutes
From 101 copies upto 1000 copies (either 1 original x 1000 copies or 2 originals x 500 copies or 1000 originals x 1 copy, etc.)	360 minutes
More than 1000 copies.	12 hours or overnight as the case may be

### 7.7 Compensation Charge :

In case, the requisitioned photocopies are not delivered within the allowable lead time as mentioned in Clause-7.6 above for whatever reasons including breakdown of photocopier machine(s), HDC shall deduct the running bill of the tenderer in the following manner towards compensation:-

<b>The quantum of delay</b>	<b>The quantum of deduction</b>
i) If the delay in delivering requisitioned photocopies is upto 50% of the allowable lead time of the respective category.	50% of the chargeable amount for the documents delivered late would be deducted.
ii) If the delay in delivering requisitioned photocopies is more than 50% and upto 75% of the allowable lead time of the respective category.	75% of the chargeable amount for the documents delivered late would be deducted.
iii) If the delay in delivering requisitioned photocopies is more than 75% of the allowable lead time of the respective category..	90% of the chargeable amount for the documents delivered late would be deducted.

### 7.8 Rates to be fully inclusive of all expenditure excluding GST:

Bidders will quote their rates in the price bid which will be inclusive of all taxes and duties excluding GST. The successful tenderer(s) must have cleared all duties with regard to Taxes, Insurance and have otherwise complied with all rules and regulations of the Central & the State Governments. HDC shall not be liable to pay any money to the tenderer at all in way of operation of this contract except the specific charges per copy (quoted by the tenderer) and GST. All other charges / costs should be borne by the tenderer.

### 7.9 Terms of Payment:

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

- (ii) Monthly bills along with the written instructions obtained from the departments should be submitted for photocopies supplied during the calendar month, payment of which will be made within 30 days from the date of submission of the bill, provided the bill correct in all respect is submitted within next month.
- (iii) Requisition book will be supplied by the contractor in the prescribed format.
- (iv) GST shall be paid extra as applicable on actual on submission of required documents.
- v) The successful bidder shall be required to submit GST Compliant bills 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.
- (vi) 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 along with bill.
- (vii) 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.
- (viii) 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.
- (ix) 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.

If any correction in the invoices is required, the same shall be made by the contractor by issuance of Supplementary invoices / debit note / credit

#### **7.10 Compliance of relevant Acts, Ordinance etc.:**

The tenderer shall be required to comply with the relevant acts and laws including the Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947 and the Contract Labour (Regulation & Abolition) Act, 1970 or statutory amendment and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

It will be the duty of the tenderer to abide by all the provisions of the Acts, Ordinances, Rules, Regulations, By-laws, procedures as are lawfully necessary in the execution of the works. The tenderer will be fully responsible for any delay, damage, etc. and shall keep KoPT indemnified against all penalties and liabilities of any kind for non-compliance or infringement of any kind, for non-compliance or infringement of any such Act, Ordinance, Rules, Regulations, By-laws and Procedures etc.



The tenderer shall indemnify HDC against payment to be made under or for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his Sub-contractors.

The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**7.11 Contractor's obligations:**

- a) The contractor(s) shall strictly adhere to all rules and regulations as laid down by the Central & State Government, Haldia Dock Complex, Kolkata Port Trust and other statutory Authorities in this regard, in the matter of Photocopier Machine(s), photocopying papers etc.
- b) HDC will not be responsible for any damage to the Photocopier Machine(s) supplied by the contractor during the course of operation of the contract. The Contractor, in their own interest, should obtain suitable and sufficient coverage from the appropriate authority and no claim/correspondence on this account will be entertained. The contractor, however, will keep the Room allotted to them under lock and key when the same is not in use.

**7.12 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 Dy. Chairman, HDC shall be final and binding upon all parties.

**7.13 Damage & loss to private property & injury to workmen:**

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

**7.14 Reporting of Representative:**

The tenderer shall depute one of his representatives at the office of Sr. Dy. Manager (Admn.), HDC between 10 A.M. and 12 noons on every Friday (if Friday is a holiday for HDC, then previous working day) during the contractual period, for proper coordination. No extra charges shall be paid for this.

#### **7.15 Escalation in Price:**

During the period of contract for 3 years, the tenderer shall not be entitled to receive any escalation for any increase in the price of labour, materials consumed or any other item & including charges of taxes & duties.

#### **7.16 Operating & Maintenance Crew:**

The tenderer shall at his own cost maintain sufficient number of operators, technicians etc. for smooth and efficient running of the Photocopier Machine(s).

The tenderer shall be responsible for satisfactory service, conduct of his personnel. If the conduct of any personnel provided by the tenderer is not found to be satisfactory, the tenderer shall forthwith replace such person on being advised to do so.

The contractor shall indemnify KoPT from the possible future demand of the employees / workers employed by the contractor that they be absorbed in KoPT in the event of expiry of the contract with efflux of time or premature termination or otherwise. It will be the responsibility of the contractor to find a solution for such demand if it arises.

#### **7.17 Non-assignability:**

No contract or any share of interest therein, shall in any manner or degree be transferred or assigned or sublet by the tenderer directly or indirectly to any person, firm or company whatsoever.

- 7.18 On expiry of the contract or after termination of the contract, the contractor shall vacate HDC's premises and give vacant, undisputed, peaceful possession within 7 days or expiry for termination of contract and remove all his belongings within the stipulated time, failing which, HDC shall remove all the belongings of the contractor at contractor's risk and cost and no damage or any cost shall be entertained. Before handing over the possession of the aforesaid room to HDC, the contractor must make good the damage, if any, caused by him.

#### **7.19 Contract Agreement:**

The successful tenderer 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-V)**

#### **7.20 Termination of contract :**

The contract may be terminated anytime within the valid period of the contract by HDC at its sole discretion for any of the following factors & for such cancellation, HDC will under no circumstances be responsible for any financial repercussion to the contractor(s):-

- a) Non-supply of required number of photocopies within the allowed lead time, for more than 3 consecutive occasions.
- b) Breach of any terms and conditions of the contract.
- c) Any unlawful act of the contractor(s) on any third party on behalf of the contractor entailing any damage / loss to the property / material of KoPT or any inconvenience to KoPT.
- d) After usual expiry of the contract period.
- e) Undertaking any job of an outsider within HDC's premise.
- f) 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.
- (g) 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.
- (h) No compensation whatsoever shall be paid by HDC-KoPT to the successful bidder in the event of termination of the contract.
- (i) 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.

**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. 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.
2. Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
3. Self certified copy of PAN.
4. Copy of valid Trade Licence
5. This tender document duly signed and stamped as acceptance of HDC's terms & conditions.
6. Proof of ownership of photocopying machines & Bank Solvency Certificate
7. The tenderer shall submit proof of running business of photocopying work for the last 2 (TWO) years preceding 28.02.2019 by producing a certificate issued by MP/ MLA/ Councillor of the place where the tenderer is running his business OR an experience certificate issued by an organization of repute where the tenderer had undertaken photocopying business.
8. A statement showing the details (like make, year of purchase, speed & size of copies done etc.) of the Photocopier Machines presently owned by the tenderer.
9. Power of Attorney as per Annexure-IA
10. Declaration by the bidder as per **Annexure – II**.
11. Considering GST environment, the bidder shall have to submit information regarding details, nature and percentage of GST (as applicable) as per **Annexure III**.

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

**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 authorised on behalf of  
\_\_\_\_\_ [Name of the Tenderer] to sign the tender  
[ (Tender No. .... and (Tender subject- " .....")]  
and submit the same and is hereby further authorised 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 as 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:-

Address :-

**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 (-----  
-----).
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			

**GST DETAILS**

Sl.	Item Description	SGST (In %) (In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
1	SUPPLY, INSTALLATION AND OPERATION OF PHOTOCOPIER MACHINES FOR HALDIA DOCK COMPLEX			

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

**CERTIFIED BY**

Signature of Bidder / Power of Attorney

Holder:

Name:

Designation:

Date:

Seal:

#### Annexure- IV

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. 100/- 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  
.....oranyextensionthereofmadebyus  
..... 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)

**KOLKATA PORT TRUST**

**FORM OF AGREEMENT**

This Agreement made this day of \_\_\_\_\_ between the Board of Trustees for the Port of Kolkata, a body corporate constituted by the Major Port Trust Act, 1963 (Act No. 38 of 1963) (hereinafter called 'Trustees') which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office on one part and \_\_\_\_\_ (thereinafter called the 'the Contractor') which expression shall unless excluded by or repugnant to the context be deemed to include its permitted assigns or successors in interest **for photocopying work for HALDIA DOCK COMPLEX**. Whereas the Trustees are desirous that certain work should be undertaken viz., supply photocopier machine(s) along with consumables, spare parts, paper and manpower for a period of 3 years with effect from \_\_\_\_\_ and have accepted the Tender submitted by the **Contractor** for the execution of such works. Now this Agreement witnesseth as follows :-

- 
1. In the Agreement, words and expressions shall have the same meanings as are respectively assigned in them in the 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 and the acceptance of the Tender.
    - b) The General Instructions to the Tenderers.
    - c) The Conditions of Contract.
    - d) Schedule of Rate.
    - e) All correspondence by which the contract is added, amended, varied or modified in any way, by mutual consent.
  3. In consideration of payments to be made by the Trustees to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Trustees to render service for photocopying by providing men, machine, paper and other consumables for a period of 3 years with effect from \_\_\_\_\_ in conformity with the provisions of the contract. The Trustees hereby covenant to pay the Contractor in consideration of \_\_\_\_\_ for a period of 3 years with effect from \_\_\_\_\_ at the contract price at the time and in the manner prescribed by the contract.

In witness whereof the parties here to have caused their respective common seals to be hereunto affixed (or hereunto set their respective hands and seals) the day and year first above mentioned.

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

The board of Trustees for the Port of Kolkata.

Name .....

Address .....

-----  
-----  
-----

Secretary

Signed Sealed and delivery at Kolkata in the presence of

Name ..... \_\_\_\_\_

Address .....  
.....  
.....

## PRICE PART

### SCHEDULE OF RATES

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

Sl. No.	Item	Quoted Rate (in paise per copy)	
		In figures	In words
1	Charges for photocopying each A4 size paper (on one side only) -R1		
2	Charges for photocopying each A4 size paper (on both side) -R2		
3	Charges for photocopying each A3 size paper (on one side only) -R3		
4	Charges for photocopying each A3 size paper (on both side) -R4		
5	Charges for photocopying each full scape size paper (on one side only) -R5		
6	Charges for photocopying each full scape size paper (on both side) -R6		

Note : i) The rate quoted should be inclusive of all and exclusive of GST thereon.

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Signature of the Tenderer along  
with official seal