

TENDER FOR

SUPPLY, PLANTATION & MAINTENANCE OF 2500 SAPLINGS FOR A PERIOD OF 2 YEARS AT DIFFERENT LOCATIONS IN THE RESIDENTIAL ZONE OF HALDIA DOCK COMPLEX

TENDER NUMBER ADMN/G/24M/2019

E-TENDER NUMBER

2019_KoPT_475830

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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 or otherwing therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

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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 Nurserymen, reliable & bonafide contractors for supply, plantation of 2500 saplings & its maintenance for a period of 2 years at different locations in the residential zone of Haldia Dock complex.

The Tender Document may be downloaded from <u>https://eprocure.gov.in/eprocure/app</u> and <u>www.kolkataporttrust.gov.in</u>. However, corrigendum / addendum / clarifications, if any, shall be hosted only on <u>https://eprocure.gov.in/eprocure/app</u> and <u>www.kolkataporttrust.gov.in</u>.

Further, intending bidders shall submit their bid electronically only through CPPP website <u>https://eprocure.gov.in/eprocure/app</u>. 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. | | ADMN | /G/24M/2019. |
|----|---|---|--|---|
| b. | | (C Pa hi T el te | | arement System Part I - Techno-Commercial Bid and - Price Bid) through <u>(eprocure.gov.in/eprocure/app</u> of CPPP. tending bidders are required to submit their offer nically through e-tendering portal. No physical shall be accepted by Haldia Dock Complex, Kolkata ust. |
| С. | E-Tender No. (System Generated | d) | 2019_ | KoPT_475830 |
| d. | Date of NIT availa download | ble to parties to | 07.06. | 2019 |
| e. | Pre Bid Meeting | | 17.06. | 2019 at 1100 hrs. |
| f. | Estimated Cost | | Rs 7,67 | 7,250/- |
| g. | i) Earnest Mone Deposit | thousand three Dock Complex Trust on any their offer will should be uple | bidders must deposit INR 15,345/- (Rupees fifteen e hundred forty five only), as Earnest Money, to Haldia x, through DD/Banker Cheque in favour of Kolkata Port Scheduled/Nationalized Bank payable at Haldia , otherwise be summarily rejected. Copy of the DD/Banker's Cheque baded. In case the said Earnest Money is not deposited by respective bid will be summarily rejected, treating the same sive | |
| | ii) Bid Document Fee | ninety only) refundable), to favour of Ko payable at Hal the DD/Banke Document fee | bidders should deposit INR 590/- (Rupees Five Hundred [including GST @ 18%],, as Bid document Fee (non- o Haldia Dock Complex, through DD/Banker Cheque in blkata Port Trust on any Scheduled/Nationalized Bank Idia , otherwise their offer will be summarily rejected. Copy of r's Cheque should be uploaded. In case the aforesaid Bid e [non-refundable] is not deposited by the Bidder, the d will be summarily rejected, treating the same as non- | |
| h. | Last date of sub Document fee. | omission of EMD | ssion of EMD & Bid Upto 1600 hours of 26.06.2019 | |
| i. | Date of Starting of e-Tender f submission of on line Techno-Commerc Bid and price Bid at (<u>https://eprocure.gov.in/eprocure/app</u>) | | mercial | From 1000 hours of 20.06.2019 |
| j. | Date of closing of online e-tender for submission of Techno-Commercial E Price Bid. | | Bid & | Upto 1530 hours of 27.06.2019 |
| k. | Techno-Commerci | opening of Part-I al Bid) Part-II Prio Part II i.e. price b ately | ce Bid: | 1600 hours of 28.06.2019 |

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the CPP Portal https://eprocure.gov.in/eprocure/app before responding to this e-tender:

<u>Bidders Manual Kit</u>
 <u>Help for Contractors</u>
 <u>FAQ</u>

Contact Persons (Kolkata Port Trust, Haldia Dock Complex):

| 1. Shri C Chatterjee, | 2. Shri S.S. Pandit, |
|---------------------------------|--------------------------------|
| Senior Deputy Manager (Admin.), | Senior Deputy Manager (Admin), |
| Haldia Dock Complex | Haldia Dock Complex, |
| Ph. No. 03224 265490 | Ph. No. 03224 265161 |
| E-Mail-cchatterjee.hdc@nic.in | Email- sspandit.hdc@nic.in |
| | |

Contact persons (CPP Portal):

1. Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com See CPP Portal for contact details.

| 1 | All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity. |
|---|---|
| 2 | E-tender cannot be accessed after the due date and time mentioned in NIT. |
| 3 | KoPT 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. |
| 4 | Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. |
| 5 | No deviation to the technical and commercial terms & conditions are allowed. |
| 6 | The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered. |
| 7 | The bid will be evaluated based on the filled-in technical & commercial formats. |
| 8 | Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda". A declaration in this regard is to be made by the bidder. |
| 9 | (A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. |
| | (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the CPP portal |

1. Background

Sealed tenders are invited from Nurserymen, reliable & bonafide contractors for supply and plantation of saplings & its maintenance for a period of two years at different locations in the Residential Zone of Haldia Township, Haldia Dock complex.

2. Scope Of Work

The contractor shall carry out the following:-

- a) Providing 2500 saplings of different variety of at least 6 feet height of each plant in stem portion, healthy and free from disease. The name of saplings, quantity and location to be planted at various locations are given at **Annexure- VI**.
- b) Plantation of saplings at the different locations as shown in the plan at Annexure -VII.
- c) The following procedure shall be followed for plantation of saplings:-

Digging hole in the existing soil, mixing adequate lime, well rotted cow manure and bonemeal and apply in the pit with mixing of all materials with water. Size of the pit will be approximately $0.70 \text{ M} \cdot x \ 0.70 \text{ M} \cdot x \ 0.70 \text{ M}$.

d) Contractor shall provide sufficient ratio of chemical fertilizer, insecticides & fungicides for proper growth and development of the saplings. Providing and use of manure, chemical fertilizer and medicine shall be of sufficient quality and shall be applied at certain intervals as and when required during maintenance period.

Intermediate application of adequate manures, fertilizer and insecticides of every 6 months interval. Watering and intercultural operation will be applicable as per time to time requirement of the sapling for its survival.

- e) Maintenance of the plantation shall be for 2 years from the date of completion of all saplings including application of manuring, mulching, staking, and watering etc. for healthy growth & development of saplings.
- f) In case of any sapling is found missing or damaged for any other reason whatsoever or the saplings die/wither away within one month from the date of plantation, the contractor should replace the said saplings within one month at their own cost & arrangements.
- g) Scope of work and specification of work as mentioned above would be guided as per instruction of Sr. Dy. Manager (Admn.) or his representative.

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

3.1 The bidder shall submit evidence that the bidder has successfully executed similar work in reputed PSUs / Govt. Organizations / Industrial establishments/ Factories / Private organizations etc. over a period of last 7 years ending on 31.03.2019 as follows:

(a) At least 3 similar works **each** worth not less than INR 3,06,900/- (Rupees Three lakh six thousand nine hundred only) **or**

(b) At least 2 similar works **each** worth not less than INR 3,83,625/-- (Rupees Three lakh eighty three thousand six hundred twenty five only) **or**

(c) At least 1 similar work worth not less than INR 6, 13,800/- (Rupees Six lakh thirteen thousand eight hundred only).

(both order letter and successful execution certificate to be provided)

NOTE: Similar work shall mean carrying out work comprising supply, plantation and maintenance of saplings.

- 3.2 The bidder shall submit certified copy of up-to-date Professional Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration to that effect with an evidential document.
- 3.3 The bidder shall submit copy of current Trade License.
- 3.4 The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- 3.5 The bidder shall submit self-certified copy of PAN.

3(B) **Pre Bid Meeting**:

- a. A pre bid meeting will be held on **17.06.2019** at 1100 hrs. at the office of Sr. Dy. Manager (Admin.); Jawahar Tower; Haldia Township- 721607.
- b. The intending tenderers are advised to formulate their queries relating to the scope of work, terms and conditions of tender etc. as well as other clarifications/ details required by them from KoPT and forward the same by 14.06.2019 at 1100 hrs. to the office of Sr. Dy. Manager(Administration), Haldia Dock Complex, Jawahar Tower Annexe Building, P.O. Haldia Township, Dist. Purba Medinipur, West Bengal- 721607 (Fax No. 03224 263152, E-mail id: cchatterjee.hdc@nic.in, sspandit.hdc@nic.in, so that the same may be discussed /clarified in the pre bid meeting.

4. General Instructions to the Tenderers

4.1 **Preparation and Submission Procedure of e-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:**

The tenderer shall be deemed to have inspected the site (Haldia Port Township) including the available facilities and condition of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location before submission of the tender.

4.3 Tender/ Bid Document Cost/ Fee :

The intending tenderer should submit the bid document cost/ fee amounting to Rs 590/- (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) and Earnest Money clause.

4.4 Earnest Money :

(a) The intending bidders should submit Earnest Money of INR 15,345/- (Rupees fifteen thousand three hundred forty five only) to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected without any further reference to the Bidder whatsoever.

Earnest Money and cost of tender document are to be physically deposited at the office of Tendering Authority (Senior Deputy Manager [Admin.], 1st floor, Annex Building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. with proper marking.

Demand Draft /Banker's Cheque against Earnest money and cost of tender document, should be submitted/deposited on any scheduled/ nationalized Bank, by the bidder in favour of Kolkata Port Trust, payable at Haldia before opening of the tender, as specified in the Tender Document.

- (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. 1530 hrs. on 27.06.2019 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 CPP Portal, not later than 1530 hrs. on 27.06.2019 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 1600 hrs. on 28.06.2019
- (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. 1530 hrs. on 27.06.2019 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 (<u>www.kolkataporttrust.gov.in</u>) and also in the website of CPPP (<u>https://eprocure.gov.in/eprocure/app</u>).

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 (<u>www.kolkataporttrust.gov.in</u>) and also in the website of CPPP (<u>https://eprocure.gov.in/eprocure/app</u>).

4.8 Validity of Offer:

- (a) The tender shall remain open for acceptance for a period of <u>120 days</u> 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 RATE". No alternative mode of offer shall be accepted.
 - b) The tenderer shall quote lump sum rate for carrying out the entire job as per Scope of Work as mentioned at SI. No. 2 above excluding GST. The percentage of GST shall quote separately as at **Annexure-III**.
 - (ii) Incomplete 'Schedule of Rate' shall liable the tender to be rejected.

4.11 Acceptance of order letter:

- a) After finalization of the tender, HDC, KoPT shall issue Work Order to the successful bidder.
- b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Security Deposit within a period of 30 days from the date of acceptance of Work Order, failing which the Work Order will become liable for cancellation with forfeiture of Earnest Money.
- c) Pending execution of Contract Agreement, the Work Order 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 any other 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 rate will be made only for the techno-commercially qualified bidders.
- (b) Evaluation will be made on the lowest amount arrived at based on quoted rate excluding GST, evaluated as per formula given below, among the techno-commercially qualified bids subject to the fulfillment of necessary tender conditions. Quoted rate MUST NOT include GST component.
- (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 rate 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 <u>www.kolkataporttrust.gov.in</u>. (<u>http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342</u>). 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 Condition of Contract :

7.1 <u>Time of completion</u>:

Plantation of saplings must be executed by the successful tenderer within 30 days from date of receipt of the work order.

7.2 Maintenance Period:

The plants are to be maintained for a period of 2 years from the date of completion of the plantation work as certified by the Sr. Dy. Manager (Admn.) or his representative. In case of damage to any sapling, new sapling shall have to be planted within one month and shall have to be maintained as per specifications for a period of 2 (two) years from the date of plantation, at no extra cost.

7.3 Keeping the Site and Working Area Clear:

The contractors shall at all times keep the site and working areas free from all surplus materials rubbish and offensive matter all of which shall be disposed off in a manner to be approved by the representative of Sr. Dy. Manager (Admn.).

7.4 Construction of Site office, store etc.

Land near the site of work required for the construction of Site office, Store etc. may be allotted by KoPT as per Schedule of Rates for use against a written application of the contractor, upto a maximum period of maintenance as specified period, rent as provided in the prevailing Rent Schedule of Haldia Dock Complex will be charged and recovered from the Contractor's Final Bill/Security Deposit of the concerned work or from any of the contractor's pending bills. All offices, sheds and stores required by the contractor shall be erected on the land allotted to him and shall be dismantled and removed as per above stipulations. Such buildings shall be as per the approval of the Sr. Dy. Manager (Admn.) and shall be maintained in a clean hygienic condition throughout the period of their use. All costs for construction, dismantling and removal of site office-cum–store should be borne by the contractor. The contractor shall maintain a site-order-book at his site office and all orders and instructions issued to him from to time by the Sr. Dy. Manager (Admn.) will be recorded in the site-order-book. The contractor shall promptly sign each entry as a token of having received such orders.

8. <u>Water:</u>

The contractor would be responsible for arranging supply of water from his own source for plantation and further watering purpose.

9. <u>Terms of payment:</u>

The mode of payment will be as follows:-

- a) After completion of plantation, 30% of the total value of work on the basis of verification and counting of sapling of the completed work at the Order value will be paid.
- b) After completion of 1 (one) year of maintenance period from the date of complete plantation work, on the basis of verification and counting of plants in good and healthy condition, 30% of the total Order value will be paid.
- c) After completion of total 2 (two) years of maintenance period, on the basis of verification, counting & measurement of plants maintained at a height of at least 8 feet in healthy conditions, balance 40% will be paid. Payment will not be made for the damaged saplings or the sapling, which do not have proper growth and have not reached sufficient height. Recovery will be made from the contractor's final bill & also Security Deposit for the saplings for which payments have already been made but subsequently found to be not survive damaged or lost.
- d) GST shall be paid extra as applicable on actual on submission of required documents.
- e) 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.

- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) If any correction in the invoices is required, the same shall be made by the contractor by issuance of Supplementary invoices / debit note / credit

10. 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".

11. 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.

12. **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.

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

14. 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.

15. **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 noon 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.

16. **Escalation in Price:**

During the period of contract for 2 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.

17. Materials :

The contractor shall make his own arrangements for procuring and supplying all materials at site. The Sr. Dy. Manager (Admn.) or his authorized representative shall have the power to approve or reject any materials and work after inspection at any time and the contractor shall have to replace materials/work not acceptable to the Sr. Dy. Manager (Admn.) or his representative, in accordance with of the General conditions of contract.

18. Plants & Equipments:

The contractor shall supply and maintain all plants and tools required for the successful completion of work, at their own cost and arrangement.

19. <u>Responsibility of the contractor during the maintenance period:</u>

Any work, which may be necessary for the contractor to carry out in pursuance of his obligations under the conditions of contract, shall be carried out so as to interfere as little as practicable with normal work of life. If the contractor fails to attend quickly to any such maintenance work, the same will be done through some other agency and the cost will be deducted from contractor's bill or Security Deposit.

20. Liquidated Damages & other compensation:

- a) If the contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Sr. Dy. Manager (Admn.) in writing, the contractor shall pay as compensation (Liquidated Damaged) to the Trustees and not as a penalty, ½ % (half percent) of the total value of work (contract price) as mentioned in the letter of the acceptance of the tender/offer for every week or part thereof the work remains unfinished provided always that the amount of such compensation shall not exceed 10 % of the said value of work.
- b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in sub-clause (a), from any money due or likely to become due to the contractor. The payment or deduction of such compensation/damage shall not relieve the contractor from his obligation to complete the work or from his other obligation/liabilities under the contract and in case of the contract's failure and at the absolute discretion of the Sr. Dy. Manager (Admn.), the work may be ordered to be completed by some other agency at the risk and expense of the contractor, after a minimum three days notice in writing has been given to the contractor by the Sr. Dy. Manager (Admn.) or his representative.
- c) Haldia Dock Complex would keep an inventory of the saplings so planted and after completion of 2 years maintenance period, in case of non survival of any sapling, Rs. 600/- for each such sapling would be deducted as penalty from the final bill of the contractor.

21. <u>Contract Agreement:</u>

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)**

22. Termination of contract :

- 22.1 If at any time during the period of contract it is observed that services of successful contractor under the provisions of this contract is not being rendered in full or not upto the satisfaction of HDC; KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful contractor, the Sr. Dy. Manager (Administration), HDC through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor, Sr. Dy. Manager (Administration), HDC shall terminate the full or part of the contract after giving 30 days notice and his decision in the matter shall be final and binding on the contractor.
- 22.2 Upon termination of the contract, for any of the reasons indicated in 20.1, the Sr. Dy. Manager (Admn.), HDC shall be entitled to carry on the afforestation works at the risk and expenses of the contractor through any independent agency for the balance period of the contract and to recover from the terminated contractor in addition to any other amount, compensation or damages that Trustees are entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract with HDC/KoPT.
- 22.3 Security Deposit would also be liable to forfeiture in case of pre-mature termination of the Contract owing to breach of contractual obligations by the Contractor.

23. Force Majeure :

In the event of either party rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, relevant obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period which Force Majeure events lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeure" as employed shall mean the events as below :

- riot (unless solely restricted to or perpetuated by employees of the Contractor or his subcontractors / suppliers or occurring outside India) so far as it is uninsurable;
- (ii) war, hostilities (whether war be declared or not), invasion, directed to or by India or act of foreign enemies, directed to India;
- (iii) rebellion, revolutions, insurrection, or military or usurped power, or civil war in India;
- (iv) fire, flood, cyclone, hurricane and acts of God.

Time of performance shall be extended by the period of delay, which is directly caused by the Force Majeure. Upon the 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 than forty eight hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of his claim.

Time of performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such event lasts and affects the relative obligation directly. Such extension of time shall be without prejudice to the provision that time is essence of the Contract and any other terms and conditions related to time of completion as may provided elsewhere in the Contract.

If the work is affected by Force Majeure lasting for more than 60 days at a stretch, the parties to the Contract shall settle the issue mutually.

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. a) This tender document duly signed and stamped as acceptance of HDC's terms & conditions.

b) Pre-Qualification Criteria of Bidders – Successfully executed similar work as experience in supply plantation and maintenance of sapling as mentioned at SI. No. 3.1

6. Declaration by the bidder as per **Annexure – II**.

7. 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

[Name Person], Mr. of the residing at [Address of the person], acting as [Designation of the person and name of the firm], and whose below, authorised behalf signature is attested is hereby on of [Name of the Tenderer] to sign the tender [(Tender No.")] 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. | | |
|------------------------------|---|--|
| (Allesieu signalure or ivir. |) | |
| · | / | |

For _____(Name of the Tenderer)

(Signature with Office Seal)

Date:-

Place:-

Name :-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:-

| SI. No. | Name | Address | Signature |
|---------|------|---------|-----------|
| 1 | | | |
| 2 | | | |

GST DETAILS

| SI. No. | Item Description | SGST (In %) (In Figure) | CGST (In %) (In Figure) | IGST (In %) (In Figure) |
|------------|-----------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1 | For plants | | | |
| 2 | For service and maintenance | | | |

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

CERTIFIED BY

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date:

Seal:

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 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 around 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.

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 subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto or any extension thereof made by us Branch, Calcutta Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch. Calcutta / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, 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.

| SIGNATURE |
|---|
| NAME |
| DESIGNATION (Duly constituted attorney for and on behalf of) |
| BANK |
| BRANCH |
| CALCUTTA / HALDIA (OFFICIAL SEAL OF THE BANK) |

<u>KOLKATA PORT TRUST</u>

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 include their successors office be deemed to in 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 Afforestation 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 2 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 _______ for a

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 | |
| | |
| | |

Annexure -VI

KOLKATA PORT TRUST HALDIA DOCK COMPLEX

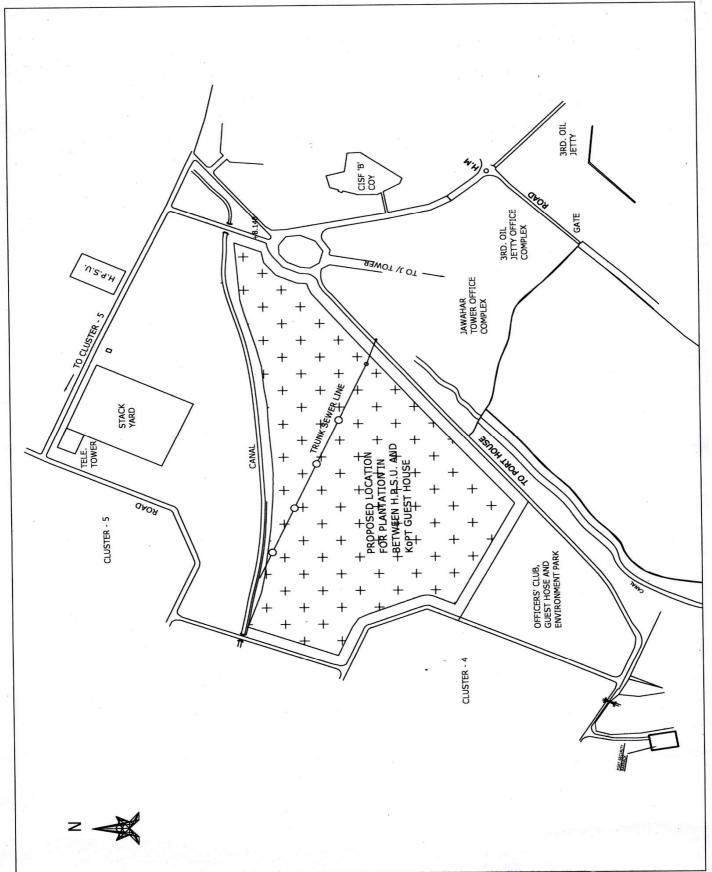
Location, Name and number of Sapling

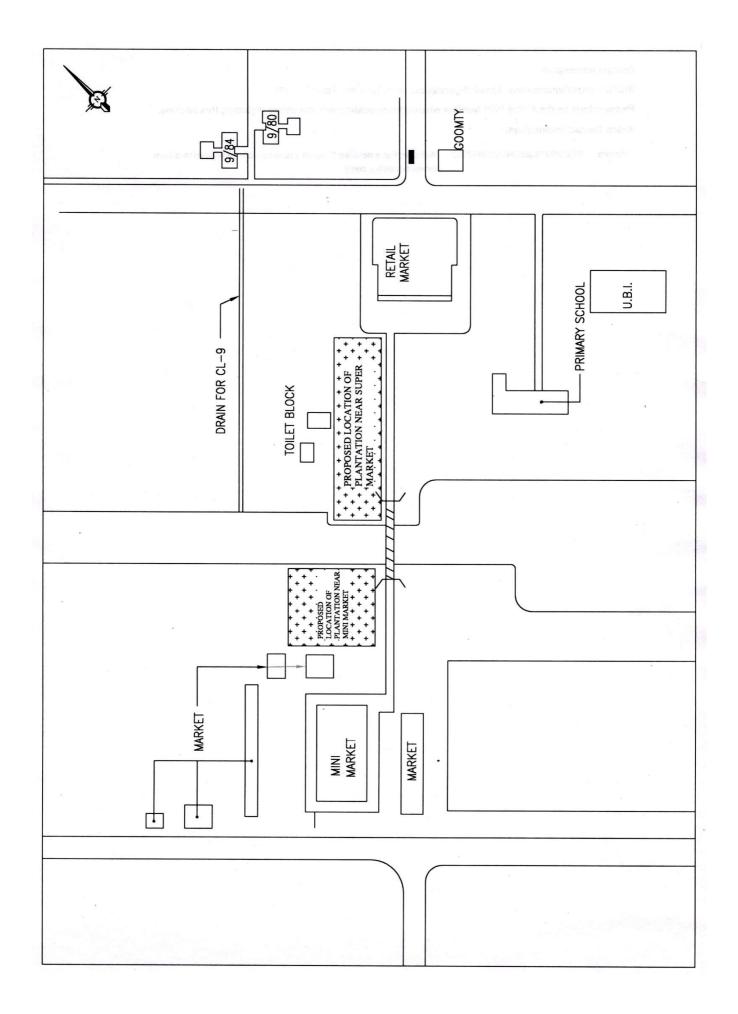
| SI. No. | Location | No. of Sapling | Name of sapling |
|------------|--|-------------------|-----------------|
| 1. | From Port Survey Unit to Environment Park at CI-4. | 2000 Nos. | Mahagani |
| 2. | West side of Port Hospital campus. | 200 Nos. | Mahagani |
| 3. | Behind Mini/Super Market area. | 100 Nos. | Karanja |
| 4. | Between Centenary Park and Assembly of God Church | 200 Nos. | Mahagani |
| | School. | | |
| | Total | 2500 Nos. | |

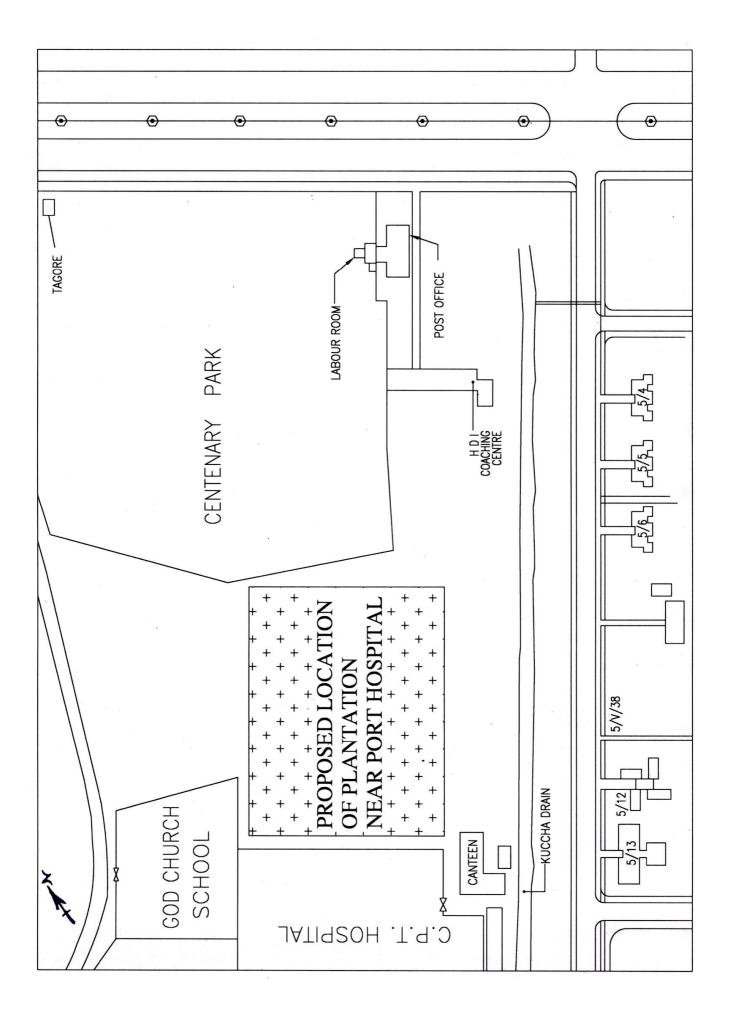
Date:

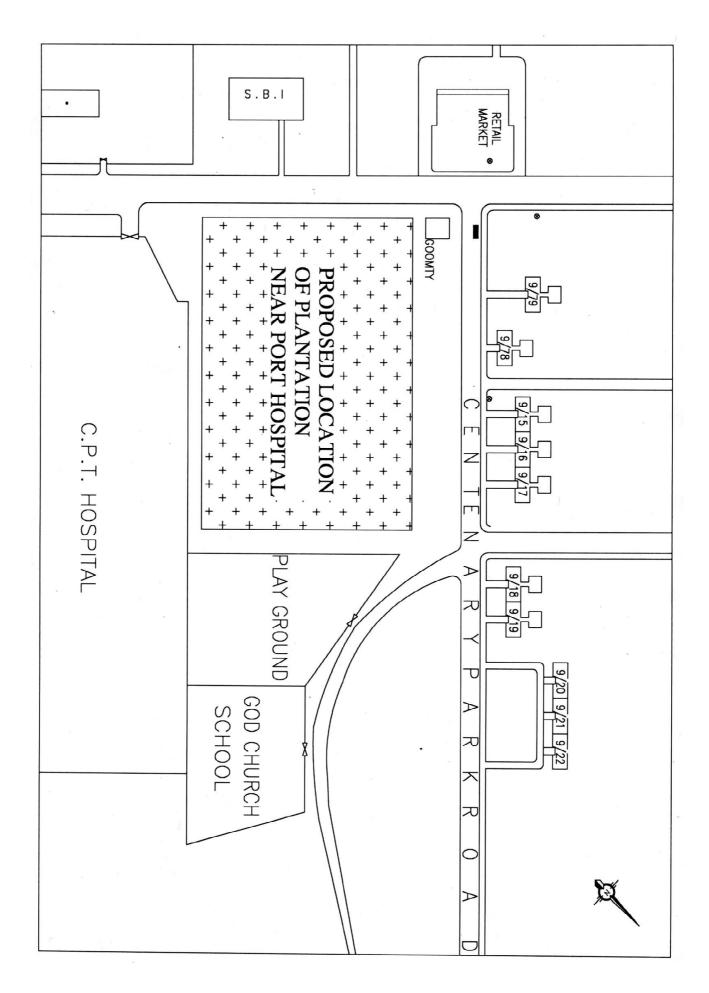
Signature & office seal of the Tenderer.

Annexure - VII









PRICE PART

SCHEDULE OF RATE [BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

| Item | Amount (in figures) | Amount (in word) |
|--|---------------------|------------------|
| Total amount excluding GST, for carrying | | |
| out the entire job as per scope and | | |
| specification of work of the Tender | | |
| Document bearing No. | | |
| ADMN/G/24M/2019. | | |
| | | |
| Grand Total : | | |

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

Signature of the Tenderer along with official seal