



TENDER

For

**Spraying of disinfectant for providing sanitation service in the
Residential Zone, Dock Zone, Industrial Zone and Dock
Interior Zone of Haldia Dock Complex, Syama Prasad
Mookerjee Port, Kolkata**

TENDER NUMBER

Admn./ 0056/COVID-19/Tender/2020

E-TENDER ID

2020_KoPT_584088_1

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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), Syama Prasad Port, Kolkata (SMP, Kolkata) 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-SMP, Kolkata 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-SMP, Kolkata 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-SMP, Kolkata, 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- SMP, Kolkata 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- SMP, Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC- SMP, Kolkata, 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- SMP, Kolkata 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- SMP, Kolkata 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- SMP, Kolkata is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC- SMP, Kolkata 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- SMP, Kolkata 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- SMP, Kolkata 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.



**SYAMA PRASAD MOOKERJEE PORT, KOLKATA
HALDIA DOCK COMPLEX**

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

NOTICE INVITING TENDER (NIT)

Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP, Kolkata) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from reliable & bonafide contractors/firms/organizations/companies for undertaking sanitization work at different places of Haldia Dock Complex due to outbreak of COVID -19 pandemic. The Tender Document may be downloaded from <https://eprocure.gov.in/eprocure/app> and www.Kolkataporttrust.gov.in. However, corrigendum / addendum / clarifications, if any, shall be hosted only on <https://eprocure.gov.in/eprocure/app> and www.Kolkataporttrust.gov.in. Further, intending bidders shall submit their bid electronically only through CPPP website <https://eprocure.gov.in/eprocure/app>. Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	TENDER NO.	Admn./ 0056/COVID-19/Tender/2020
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through https://eprocure.gov.in/eprocure/app of CPPP The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.
c.	E-Tender Id. (System Generated)	2020_KoPT_584088_1
d.	Date of NIT available to parties to download	16.09.2020
e.	Pre Bid Meeting	23.09.2020 at 11.00 hrs.
f.	Estimated Cost	For Residential Zone Rs 16,18,227.68 plus applicable GST. & For Dock, Industrial and Dock Interior Zone Rs 19,76,722.96 plus applicable GST. Estimated cost for the above two works is Rs. 35,94,950.64
g.	i) Earnest Money Deposit	The intending bidders must deposit INR 71,899/- (Rupees Seventy-One Thousand Eight Hundred Ninety-Nine only), as Earnest Money, to Haldia Dock Complex, through Demand Draft/Banker's Cheque in favour of Syama Prasad Mookerjee

			Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia Haldia/Kolkata, otherwise their offer will be summarily rejected. Copy of the Demand Draft/Banker's Cheque should be uploaded. In case the said Earnest Money is not deposited by the bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
	ii)	Bid Document Fee	The intending bidders should deposit INR 1770/- (Rupees One Thousand Seven Hundred and Seventy only) [including GST @ 18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through Demand Draft/Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia/Kolkata, otherwise their offer will be summarily rejected. Copy of the Demand Draft/Banker's Cheque should be uploaded. In case the aforesaid Bid Document fee [non-refundable] is not deposited by the Bidder, the respective bid will be summarily rejected, treating the same as non-responsive.
h.	Last date of submission of EMD & Bid Document fee.		Upto 07.10.2020 hours of 1500
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at https://eprocure.gov.in/eprocure/app		From 01.10.2020 hours of 1500
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		Upto 07.10.2020 hours of 1500
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		08.10.2020 after 1530 hrs.

Part – I: Techno-Commercial Bid

Important instructions for E-procurement

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:

- *Bidders Manual Kit*
- *Help for Contractors*
- *FAQ*

Contact Persons (Syama Prasad Mookerjee, Kolkata, Haldia Dock Complex):

1. Sri C. Chatterjee, Sr. Dy. Manager (Admn.), Ph. No. 03224 265490, e-mail- cchatterjee.hdc@Kolkataporttrust.gov.in,
2. Sri S.S. Pandit, Sr. Dy. Manager (Admn), Ph. No. : 03224 265161, email: sspandit.hdc@Kolkataporttrust.gov.in

1	<p>Process of E-tender :</p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT https://eprocure.gov.in/eprocure/app</p> <p>1).Vendors are required to register themselves online with https://eprocure.gov.in/eprocure/app</p> <p>Contact persons (CPP Portal):</p> <p>Shri Nazmush – Mob: 9563251950 email: webhelpdesk@gmail.com See CPP Portal for Contact details.</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://eprocure.gov.in/eprocure/app. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with https://eprocure.gov.in/eprocure/app. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
5	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
6	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD and Tender fees to be eligible to bid. Tender fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>d) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>e) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same</p>

	<p>will not be accepted by the system.</p> <p>g) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>h) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	Vendors are requested to read the vendor guide and see the video in the page https://eprocure.gov.in/eprocure/app to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
12	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.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
15	Necessary addendum/ corrigendum (if any) of tender would only be hosted in the e-tendering portal of CPP.
16	Due date of submission of tender will not be extended under any situation.

1. Background

Haldia Dock Complex intends to engage suitable firm / company / contractor / organization for undertaking sanitisation work at the different places of Township and at the Dock, Dock Interior , Industrial Zone etc. due to outbreak of COVID – 19 pandemic.

2. Scope of Work:

The work comprises of –

- (a) Spraying of sodium hypochlorite solution (1:9 ratio) at the specified locations of Residential Zone of HDC, SMP, Kolkata, as per with the sanitization plan of HDC, SMP, Kolkata by deployment of manpower, sprayers, supply of PPE to the work men for proper protection as at **Annexure-I**.
- (b) Spraying of sodium hypochlorite (1:9 ratio) at the different location of HDC's Dock, Industrial and Dock Interior Zone as per with the sanitization plan of HDC, SMP, Kolkata by deployment of manpower, sprayers, supply of PPE to the work men for proper protection as at **Annexure-II**.
- (c) HDC, SMP, Kolkata will provide sodium hypochlorite solution only to the successful contractors however, the contractors will be responsible for mixing the disinfectant and to spray at the specified areas with his own sprayer by deployment of manpower and other arrangements as mentioned in (a) & (b) above. Contractor will be responsible to collect the said solution from the specific stores of HDC at their own cost and arrangements.
- (d) HDC, SMP, Kolkata will not provide necessary PPE and sprayers to the contractors. The contractor will have to maintain the sprayers at his cost and arrangement. In case of necessity, the contractor may keep additional sprayers for continuing the job without any disturbance.
- (e) Interested bidder should quote the tender separately (a) for sanitization work in the Residential Zone of HDC, SMP, Kolkata and (b) for sanitization work in the area of Dock, Industrial and Dock Interior Zone of HDC, SMP, Kolkata.

3. Period of contract:

The contract shall remain valid for a period of six (06) months from the date of commencement of the work. The rates quoted by the tenderer in the 'Schedule of Rates' shall accordingly remain valid for the said period of six months and shall not undergo any variation whatsoever. However, the contract may be extended for another three months period beyond initial six months period subject to fulfillment of the tendering conditions with same rate, terms and conditions of the existing contract.

4. Eligibility Criteria:

4.1 Techno-commercial Criteria:

- a) The tenderer must possess minimum experience of having successfully deployed manpower for the requirement of any reputed organization belonging to Govt. /Public /PSU /Industrial House for similar jobs or any other labour supply jobs.
- b) Contractor should be capable to supply at least 18 labours par day for a Govt. / Private / PSU organization for a period of 6 months.

The above eligibility criteria has been fixed on the basis of the engagement of existing man power for sanitization work of both the locations by the present contractor.

5. General Instructions to the Tenderers:

5.1 Preparation and Submission Procedure of Tender:

- a.) The tender must be submitted in the name of purchaser of the tender document.
- b) 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.
- c) **Part-I:** Techno-commercial Bid should contain the following:-

The tenderer should quote separately for the sanitization work (a) for the Residential Zone ofHDC, SMP, Kolkata and (b) for the Dock, Dock Interior and Industrial Zone of HDC, SMP, Kolkata. The tender completed in all respects including properly filled in and duly signed with seal along with the documents as mentioned in **Annexure-III** necessary for meeting the pre-qualification criteria by the tenderer shall be uploaded through e-tendering process.

- d) The tenderer shall submit a Power of Attorney as per format given in **Annexure-V** authorizing the signatory of the tenderer to commit the tender.
- e) 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-VI**.
- f) Documents to be submitted include:
 - ✓ Certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard with an evidential document.
 - ✓ Copy of current Trade License.
 - ✓ Copy of GST Registration Certificate /Provisional Registration Certificate (GSTIN)
 - ✓ Self-certified copy of PAN
 - ✓ Format for Power of Attorney for signing of tender.

- g) **Part-II: “Price Bid”** (Schedule of Rates) should contain the Price quoted by the tenderer 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.
- h) 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.
- i) The substitution or withdrawal of offer may be done before due date and time of 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.
- j) 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.

5.2 Tender/ Bid Document Cost/ Fee :

The intending tenderer should submit the bid document cost/fee amounting to Rs 1770/- (non-refundable) through Demand Draft / Bankers Cheque in favour of “Haldia Dock Complex, Kolkata Port Trust” along with their offer otherwise their offer will be summarily rejected.

5.3 Earnest Money :

- (a) The intending bidders should submit Earnest Money of INR 71,899/- (Rupees Seventy-One Thousand Eight Hundred Ninety-Nine only), through Demand Draft / Bankers Cheque in favour of “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” along with their offer otherwise their offer will be summarily rejected without any further reference to the Bidder whatsoever.

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 “Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex” payable at Haldia/Kolkata prior to the last date & time of submission of tender or any extension thereof & as specified in the SoT.

Demand Draft/ Bankers Cheque towards Earnest Money and cost of tender document are to be physically deposited at the office of Tendering Authority (Senior Deputy Manager [Admin.], Ground Floor, Annex Building, Jawahar Tower, Haldia Dock Complex, Haldia, PIN 721607), separately in a single sealed envelope, mentioning Tender no. & other requisite details.

- (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 identification of the L1 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 07.10.2020 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 Medium and Small Enterprises (MSME) with NSIC registered organizations in case of single point registration covering all components of the said tender.

5.4 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 Office Complex, P.O. Haldia Township, Dist. Purba Medinipur, PIN- 721607, through CPP Portal, not later than 1500 hrs. on 07.10.2020 after which time and date, no offer shall be accepted.

HDC, SMP, Kolkata 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 08.10.2020
- (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.

5.5 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 07.10.2020 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.

5.6 Amendment of Tender Document:

At any time prior to the due date for submission of tender, HDC, SMP, Kolkata 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 SMP, Kolkata (www.Kolkataporttrust.gov.in) and also in the website of CPPP (<https://eprocure.gov.in/eprocure/app>) .

In order to afford prospective tenderer(s) a reasonable time in which to take an Addendum into account, or for any other reason, SMP, Kolkata may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website of SMP, Kolkata (www.Kolkataporttrust.gov.in) and also in the website of CPPP (<https://eprocure.gov.in/eprocure/app>).

5.7 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 validity period of original tender, HDC, SMP, Kolkata may request bidders to extend the validity for a specified period.

5.8 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.

5.9 Price Bid:

- (i) a) The tenderer should quote separately for the sanitization work (a) for the Residential Zone of SMP, Kolkata and (b) for the Dock, Dock Interior and Industrial Zone of HDC, SMP, Kolkata. Rate must be quoted online at Column (c) against items at Sl. Nos. (1) & (2) of Price Bid (SCHEDULE OF RATES) at **Annexure-VIII**. No alternative mode of offer shall be accepted.
- b) The tenderer shall quote their rate for carrying out the job as per the Scope of Work of the tender as at Clause-2 a, b, c, d & e of this tender document excluding GST.
- (ii) Incomplete/ conditional 'Schedule of Rates' shall make the tender liable to be rejected.
- (iii) Rate shall include all taxes & other charges etc. if payable, excepting GST. Rate shall also include incidental and contingent work, not specifically mentioned in the contract but necessary for its efficient and satisfactory implementation.

5.10 Acceptance of order letter :

- a) After finalization of the tender, HDC, SMP, Kolkata shall issue Work Order to the successful bidder. The contract will commence within 07 days from the date of placement of order.
- 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, SMP, Kolkata 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.
- 5.11 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.

6. Evaluation of the Tender :

A) Responsiveness:

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

- 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) Price Bid of only the techno-commercially qualified bidders will be evaluated.
- (b) Evaluation will be made among the techno-commercially qualified bids subject to the fulfillment of necessary tender conditions. Quoted amount **MUST NOT** include GST component.
- (c) Subject to fulfilling all required conditions including acceptance to terms & conditions contained in the tender document. Evaluation will be done for two different zones as per scope of work 2(a) & 2(b) separately on the basis of minimum financial impact to port.
- (d) 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-VI**.
- (e) If the lowest evaluated amount 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 SMP, Kolkata to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.
- (f) HDC, SMP, Kolkata, Kolkata at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.

7. General Conditions of Contract:

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMP, Kolkata, HDC for Syama Prasad Mookerjee Port, Kolkata is hosted at [www.Kolkataporttrust.gov.in. \(http://www.Kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342\)](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.

8. Pre Bid Meeting:

- a) A pre bid meeting will be held on 23.09.2020 at 11.00 A.M. 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 SMP, Kolkata and forward the same by 22.09.2020 at 1200 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@Kolkataporttrust.gov.in, sspandit.hdc@Kolkataporttrust.gov.in
so that the same may be discussed /clarified in the pre bid meeting.

9. Special Conditions of the Contract:

9.1. Terms of payment:

- a) Payment shall be made strictly as per provision of the “Scheduled of Rates” duly accepted by the party. No other charges whatsoever shall be admitted separately except service tax at actual.

The contractor shall submit bills (3 copies) every month along with the relevant **job completion certificate** duly certified by the concerned officials of HDC, SMP, Kolkata.

- b) Payment to the contractor shall be made through ECS for which they/he would have to submit the following details:-

- 1) Bank A/c No.
- 2) Name of Bank
- 3) Name of Branch;
- 4) Branch Code;
- 5) IFS Code (if applicable)
- 6) Full address of Branch
- 7) FAX No. & Phone No. of Branch

c) Certification for Payment:

Printed form of job completion certificate in the prescribed format (**Annexure-VII**) shall have to be supplied by the contractor at his own cost and arrangement.

The form in respect of job completion certificate for each month are to be certified by the concerned officials of HDC, SMP, Kolkata relating to spraying of sodium hypochlorite solution. The details certified record in the concerned job completion certificate shall be the basis of payment.

Payment shall be made within 30 Port Administrative working days from the date of submission of clear bill.

9.2. Price Escalation:

During the period of contract, the contractor shall not be entitled to any price escalation for any increase in the price of labour and materials or on any other account.

9.3. Responsibility of the contractor during the contract period:

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

9.4 Security Deposit :

- (a) The successful bidder, at own expense, shall have to keep with HDC, SMP, Kolkata a fixed Security Deposit amounting to 10% (ten percent) of the Order Value for the initial period of contract months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex", payable at Haldia/Kolkata OR in the form of Bank Guarantee as per **Annexure - X** within 30 days from the date of Order Letter. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- (b) In the event of issuing Bank Guarantee by any branch outside Kolkata / Haldia, 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 Sr. Dy. Manager (Admn.) 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 or extension thereof subject to recovery of damage and / or loss incurred, if any, by HDC, SMP, Kolkata due to default on the part of the successful bidder.

9.5. 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 SMP, Kolkata 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.

The contractor shall comply with the provisions of contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 and the rules framed thereunder with all modifications/amendments being enforced from time to time.

As required under the provisions of the above Act, the successful tenderer shall have to produce necessary licence to be obtained from the Regional Labour Commissioner or his authorized representative before actual commencement of the work as may be applicable.

9.6. Contractor's obligations:

- a) The contractor (s) shall indemnify HDC from the possible future demand of the employees / workers employed by the contractor that they be absorbed in HDC 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.

The contractor will be responsible for safety and security of the work men deployed for the sanitization work and will observed the statutory guidelines issued from time to time by the competent authority.

9.7 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.

9.8. 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, SMP, Kolkata under official seals within a period of 30 days from issuance of Order Letter. Format of the Agreement shall be as per **(Annexure-IX)**

9.9. Termination of contract:

- 9.9.1. 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, SMP, Kolkata 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.
- 9.9.2. Upon termination of the contract, for non-compliance/breach of any of the provisions of the contract, 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/SMP, Kolkata.
- 9.9.3 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.

9.10. 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:

- (i) 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.

9.11. Dock Permit:

Dock permits which may be necessary for any purpose related to the work shall be issued against payment at the prevailing rates of HDC along with GST.

Annexure-I**Sanitization plan of HDC at Residential Zone.**

Sl. No.	Location	Frequency	Method	Remarks
1.	Hospital	Continuous	Automatic fog sprayer	On continuous basis
2.	Guest House	Once Daily	Hand Sanitizer sprayer	In the morning.
3.	Jawahar Tower including VTMS office	Once Daily	Hand Sanitizer sprayer	In the morning.
4.	Township Maintenance Office (Civil & Electricat)	Once Daily	Hand Sanitizer sprayer	In the morning.
5.	Consumers of Co-operative Stores	Alternate Day	Hand Sanitizer sprayer	In the morning.
6.	Sub stations	Alternate Day	Hand Sanitizer sprayer	In the morning.
7.	Pump Houses	Alternate Day	Hand Sanitizer sprayer	In the morning.
8.	Sewage Pump House	Alternate Day	Hand Sanitizer sprayer	In the morning.
9.	HPSU	Alternate Day	Hand Sanitizer sprayer	In the morning.
10.	Quarters (Cl. 4, 5, 6, 9 etc.)	Each building is done in every 2 days		
11.	Gates	Once Daily	Hand Sanitizer sprayer	In the morning.
12.	Markets in port area	Alternate day	Hand Sanitizer sprayer	In the morning.
13.	3 rd Oil Jetty	Done by Fire regularly		
14.	Township canteen	twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change
15.	J/T canteen	twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change

Note: The above locations is for indicative, if required additional locations may be added depending on the situation.

Annexure-II**Sanitization plan of HDC at Dock, Dock Interior and Industrial Zone.**

Sl. No.	Location	Frequency	Method	Remarks
1.	G C Berth Canteen	twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change
2.	Shipping Office	twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change
3.	Weighbridge	Once Daily	Hand Sanitizer sprayer	Before Start
4.	Weighbridge office (delivery clerk)	Daily twice	Hand Sanitizer sprayer	Before and after office hours
5.	Permit Office	twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change
6.	Finger Jetty Fire Office	Once Daily	Hand Sanitizer sprayer	During Office Time
7.	CF Water Supply Office	Once Daily	Hand Sanitizer sprayer	During Office Time
8.	P & E Substation	Once Daily	Hand Sanitizer sprayer	During Office Time
9.	P & E Rest Shelter	Once Daily	Hand Sanitizer sprayer	During Office Time
10.	P & E Office at G C Berth	Once Daily	Hand Sanitizer sprayer	During Office Time
11.	Finger Jetty Office	Once Daily	Hand Sanitizer sprayer	During Office Time
12.	Coal Berth Canteen	Twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change
13.	Master Control Office	Once Daily	Hand Sanitizer sprayer	During Office Time
14.	Jetty Office	Once Daily	Hand Sanitizer sprayer	During Office Time
15.	Tippler Substation	Once Daily	Hand Sanitizer sprayer	During Office Time
16.	Tippler Office	Once Daily	Hand Sanitizer sprayer	During Office Time
17.	Tippler	Once Daily	Hand Sanitizer sprayer	During Office Time
18.	Tippler Cabins	Once Daily	Hand Sanitizer sprayer	During Office Time
19.	Marine Crew Barrack at Lock	Once Daily	Hand Sanitizer sprayer	During Office Time
20.	Marine Office	Once Daily	Hand Sanitizer sprayer	During Office Time
21.	P & E Office at Lock	Alternate Day	Hand Sanitizer sprayer	During Office Time
22.	I & CF Pump House at Lock	Once Daily	Hand Sanitizer sprayer	During Office Time
23.	Marine Workshop	Alternate Day	Hand Sanitizer sprayer	During Office Time

24.	P & E Store at Lock	Once Daily	Hand Sanitizer sprayer	During Office Time
25.	Lock Canteen	Twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change
26.	I & CF Office & Store at Lock	Once Daily	Hand Sanitizer sprayer	During Office Time
27.	1 st Oil Jetty	Alternate Day	Hand Sanitizer sprayer	During Office Time
28.	2 ⁿ Oil Jetty	Alternate Day	Hand Sanitizer sprayer	During Office Time
29.	Fire Office at Oil Jetty	Once Daily	Hand Sanitizer sprayer	During Office Time
30.	Substation at Oil Jetty	Once Daily	Hand Sanitizer sprayer	During Office Time
31.	I & CF office at Oil Jetty	Once Daily	Hand Sanitizer sprayer	During Office Time
32.	Pump House at Oil Jetty	Once Daily	Hand Sanitizer sprayer	During Office Time
33.	Marine Crew Barrack at Oil Jetty	Once Daily	Hand Sanitizer sprayer	During Office Time
34.	Cjp Operational Building	Once Daily	Hand Sanitizer sprayer	During Office Time
35.	LOCO at cjp	Once Daily	Hand Sanitizers rayer	Durin Office Time
36.	Power House at Cjp	Once Daily	Hand Sanitizer sprayer	During Office Time
37.	ATO office at Cjp	Once Daily	Hand Sanitizer sprayer	During Office Time
38.	All the railway cabins (from A to G at GM Yard and Bulk Yard)	Once Daily	Hand Sanitizer sprayer	During Office Time
39.	Yard Office at TO railway	Once Daily	Hand Sanitizer sprayer	During Office Time
40.	Durgachak water supply office	Once Daily	Hand Sanitizer sprayer	During Office Time
41.	PW staff restroom at Durgachak and GM Yard	Once Daily	Hand Sanitizer sprayer	During Office Time
42.	PW store at Cjp	Once Daily	Hand Sanitizer sprayer	During Office Time
43.	Central Store at Cjp	Once Daily	Hand Sanitizer sprayer	During Office Time
44.	Central Workshop at Cjp	Once Daily	Hand Sanitizer sprayer	During Office Time
45.	Different Dock entry gates	Being done by CISF		
46.	CJP Canteen	Twice Daily	Hand Sanitizer sprayer	In the morning & evening during shift change

Note: The above locations is for indicative, if required additional locations may be added depending on the situation.

Annexure-III**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.	The bidder shall submit evidence that the bidder has successfully executed labour supply for the organizational requirement in reputed PSUs / Govt. Organizations / Industrial establishments/ Factories / Private organizations etc. NOTE-1: The term “ Similar works ” means having experience for deployment of labours as per requirement in the places of Govt. / public / PSU /Industrial House etc. NOTE-2: The term “ completed work(s) ” means the executed or completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the tenderer satisfactorily).
2.	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.
3.	Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
4.	Self certified copy of PAN.
5.	Declaration by the bidder as per Annexure - IV .
6.	Format for Power of Attorney for signing of Tender as per Annexure-V .
7.	Copy of GST details as per Annexure-VI .
8.	Copy of Demand Draft/ Banker's Cheque towards payment of Earnest Money Deposit/ Bid Document Fees.

Annexure-IV**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, SMP, Kolkata, 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

7. Maximum number of nos. workmen will be engaged by me/us on any day for execution of the work as per this tender.

Date:

Signature of the bidder with office seal

Witness:-

Sl. No.	Name	Address	Signature
1			
2			

Annexure-V

(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 ATTORNEYTo 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 Syama Prasad Mookerjee Port (SMP, Kolkata) 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 :-

Annexure-VI**GST DETAILS**

Sl. No.	Item Description	SGST (In %) In Figure)	CGST(In %) (In Figure)	IGST(In %) (In Figure)
1	Please quote % of GST if it is applicable as per clause 2 a, b & c of Scope of work			

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 –VII**JOB COMPLETION CERTIFICATE-A**(For spraying of disinfectant in various areas of HDC for sanitization purpose)

Name of the Contractor :
Month & Year

<u>Sl. No.</u>	<u>Residential Zone</u>				
	<u>Date</u>	<u>Time</u>	<u>Locations</u>	<u>Frequency</u>	<u>Sign of HDC Official</u>

JOB COMPLETION CERTIFICATE-B(For spraying of disinfectant in various areas of HDC for sanitization purpose)

Name of the Contractor :
Month & Year

<u>Sl. No.</u>	<u>Dock, Industrial and Dock Interior Zone</u>				
	<u>Date</u>	<u>Time</u>	<u>Locations</u>	<u>Frequency</u>	<u>Sign of HDC Official</u>

ANNEXURE –VIII

SYAMA PRASAD MOOKERJEE PORT
HALDIA DOCK COMPLEX
PRICE BID
SCHEDULE OF RATES

E-Tender No.: 2020 KoPT 584088 1

Sl. No	Description of item	Rate (in Rs)
(A)	(B)	(C)
1	Spraying of Sodium Hypochlorite solution for sanitization purpose in the Residential Zone of HDC, SMP, Kolkata as per scope of work under clause 2 a, c, d & e	This is sample copy. Not to be quoted here. Please quote your price electronically in the specific location.
2	Spraying of Sodium Hypochlorite solution for sanitization purpose in the Dock, Industrial and Dock Interior Zone of HDC, SMP, Kolkata as per scope of work under clause 2 b, c, d & e	
Note: The GST, if applicable, the rate of the same should not be included in the rate quoted here.		

Note: Any condition made in the “Scale of Rates” will make the bid liable for outright rejections.

Date_____

Signature & Office Seal of the Tenderer

Annexure – IX**THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA**
FORM OF AGREEMENT

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Port of Calcutta, a body corporate constituted by the Major Port Trust Act, 1963 (hereinafter called “Trustees” which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called “the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer.
 - b. The Drawings.
 - c. The General Conditions of Contract.
 - d. Special Conditions of Contract (If any).
 - e. The Conditions of Tender.
 - f. The Specifications.
 - g. The Bill of Quantities.
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. All correspondences, by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have set their respective hands and seals) the day and year first above written.

The _____ Seal _____ of
hereunto affixed in the presence of : was

Name _____ :-

Address _____ :-

SIGNED SEALED AND DELIVERED OR
By _____ the _____ said

In the presence of :
Name _____ :-

Address _____ :-

The Common Seal of the Trustees was hereunto affixed in he presence of :
Name _____ :-

Address _____ :-

Annexure – X

Draft Proforma of **Bank Guarantee** (Performance Bond) in lieu of cash Security Deposit, to be issued by the Calcutta / Haldia Branch, as the case may be, of any nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To

The Board of Trustees

for Syamaprasad Mookerjee Port, Kolkata.

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),

..... 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 "Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us,

..... (Name of the Bank), Branch, Calcutta / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Branch, Calcutta

..... / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Branch, Calcutta / Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us, Branch, Calcutta

..... / Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us,

..... Branch, Calcutta / Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We, Branch, Calcutta / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and / or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of 20 and subject all so that the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period upto or any extension thereof made by us Branch, Calcutta / Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We, Branch, Calcutta / Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We, Branch, Calcutta / Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision, have effect of so relieving us, Branch, Calcutta / Haldia.

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

SIGNATURE

NAME

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK

BRANCH

CALCUTTA / HALDIA

(OFFICIAL SEAL OF THE BANK)