



TENDER FOR

**Cleaning, Supply, Plantation, Development, Landscaping, Beautification & Maintenance
of Environment Park at Haldia Dock Complex, SMPK.**

TENDER NUMBER

AD/E/1012/2022

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

HDC-SMPK, 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-SMPK 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-SMPK 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-SMPK is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC-SMPK 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-SMPK 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-SMPK 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, Kolkata (SMPK) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from reliable & bonafide Nurserymen, Contractors for Cleaning, Supply, Plantation, Development, Landscaping, Beautification & maintenance of Environment Park at Haldia Dock Complex, SMPK .

The Tender Document may be downloaded from RailTel Portal (<https://kopt.enivida.in>) and www.smporkolkata.shipping.gov.in. Corrigendum/Addendum/Clarifications, if any, shall also be hosted on RailTel Portal (<https://kopt.enivida.in>) and www.smporkolkata.shipping.gov.in.

Further, intending bidders shall submit their bid electronically only through RailTel Portal (<https://kopt.enivida.in>). Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT):

a.	E-TENDER NO.	AD/E/1012/2022.
b.	MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through RailTel Portal (https://kopt.enivida.in) The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, SMPK.
c.	Date of NIT available to parties to download	03.01.2023
d.	Pre Bid Meeting	12.01.2023 at 1100 hrs.
e.	Estimated Cost	Rs. 24,03,860/- plus GST
f.	RailTel Tender Processing Fee & Registration Charges (Non-refundable)	Mode of Payment:- E-payment Only through Debit/Credit Card or Net Banking. a) Mode of Payment: E-payment only through Debit / Credit Card or Net Banking. b) Tender Processing Fee Rs. 8850.00 (Rupees eight thousand eight hundred fifty

			only) including GST. c) Registration Charges: Rs 2,000/- + Applicable GST per Year. Note: 1. The bidders, who are not yet to be registered with RailTel, are advised to get themselves registered with RailTel, at least 72 (Seventy-Two) hours prior to bid submission. 2. Bidders are required to ensure that their corporate email id provided is valid and updated at the stage of registration of vendor with RailTel's e-Nivida Portal [https://kopt.enivida.in] (i.e., Service Provider).
g.	i)	Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 48,077 /- (Rupees Forty eight thousand seventy seven only) , as Earnest Money to Haldia Dock Complex, through DD / Banker's Cheque in favour of Syama Prasad Mookerjee Port, Kolkata of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD/Banker's Cheque should be uploaded along with techno commercial bid.
	ii)	Bid Document Fee	The intending bidders should submit Bid Document Fee of INR 1770/- (Rupees One thousand seven hundred seventy only) including 18%GST. (Non-Refundable) to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD /Banker's Cheque should be uploaded along with techno commercial bid.
h.	Last date of submission of EMD & Bid Document fee.		Upto 1600 hours of 23.01.2023
i.	Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at (https://kopt.enivida.in)		From 1100 hours of 20.01.2023
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		Upto 1530 hours of 30.01.2023
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		1630 hours of 31.01.2023

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 <https://kopt.enivida.in> before responding to this e- tender:

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (SMPK, Haldia Dock Complex):

1. Sri. P .K Das, General Manager (M&S), Ph. No.- 03224-263171, E-Mail: pkdas.hdc@kolkataporttrust.gov.in
2. Sri C. Chatterjee, Sr. Dy. Manager(Admn.), Ph. No. 03224 265490, e-mail- cchatterjee.hdc@kolkataporttrust.gov.in,
3. Sri. S. Mandal, Dy. Manager (Admin.), Ph. No.- 03224-263307, E-Mail: snmandal.hdc@kolkataporttrust.gov.in

1	Contact persons (RailTel Portal):	
	1. Shri Shiddharth Ghosh Mob: 9355030604 Email: ewizardsiddharth@gmail.com	2. Help Desk Number: 011-49606060 (Helpdesk tab of RailTel Portal)
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at (https://kopt.enivida.in). Tenders will be opened electronically on specified date and time as given in the Tender.	
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.	
4	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://kopt.enivida.in). Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).	
5	E-tender cannot be accessed after the due date and time mentioned in NIT.	
6	Bidding in e-tender : 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. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.	

	<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 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://kopt.enivida.in) 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 to carry out cleaning, supply, plantation, development, beautification & maintenance of the existing Environment Park of Haldia Dock Complex located at Cluster-IV of Haldia Township. The said park covers an area of about 17214 sq. mtrs. and also comprises 3 nos. of ponds. A sketch plan showing the location & present layout of the said Environment Park is at **Annexure-VI**.

2. Scope of Work:

The work shall comprise but shall not be limited to:-

- A. **Cleaning of the Environment Park located at Cluster-IV of Haldia Dock Complex by way of removal of unwanted bushes / jungles existing inside the park and other allied works.**
- B. **Supply, Plantation, development, landscaping and beautification works as per details given below:-**

Sl. No.	Brief Description of work	Minimum Area/Length/ Numbers to be developed/ planted	Name of plant/ herb / shrubs/ creepers/ climbers shall include
i.	Plantation, development & landscaping of Lawn	2000 Sqms. {3 different patches as shown in Annexure-VI(serial No –Bi of legend)}	Maxican Doob
ii.	Hedge planting	500 Running Mtrs. {as shown in Annexure-VI(serial No –Bii of legend)}	Hamelia, Gerbera, Syzygium.
iii.	Development of Topiary	50 Nos. { as shown in Annexure-VI(serial No –Biii of legend)}	Kamini, Ixora, Bougainvillea, Syzygium, Conocarpus.
iv.	Plantation & development of Seasonal beds	12 Nos. { as shown in Annexure-VI(serial No –Biv of legend)}	Winter- (Marigold, Petunia, Phlox, Geranium, Salvia, Antirrhinum, Aster, Pansy, Dahlia, Celosia, Chrysanthemum, Zinnia, Carnation, Stock, Cineraria, Colious) Summer – (Cosmos, Vinca, Sunflower, Coreopsis, Gaillardia Globe Amaranth, Kochia, Portulacca, Celosic, Cockscomb, Zinnia) Rainy – (Balsam, Zinnia, Coreopsis, Sunflower, Cockscomb)
v.	Plantation & development of Flowering and	100 Nos.	Jaba, Ixoras, Gardenia, Acalypha, Allamanda, Brya, Cerbera, Hasnahana, Bela, Kund, Joee,

	ornamental shrubs	{as shown in Annexure-VI(serial No –Bv of legend)}	Mussaenda, Lagerstroemia, Thuja, Tecoma
vi.	Plantation & development of Creepers and climbers at suitable location	15 Nos. { as shown in Annexure-VI(serial No –Bvi of legend)}	Adenocalymna, Allamanda, Antigonon, Bignonia, Bougaivilla, Combretum, Petrea, Passiflora, Quisqualis, Thunbergia, Clitoria, Aristolochila, Ipomea, Hiptage
vii.	Cleaning 03 nos. pond and other water bodies	As shown in Annexure-VI	-----

B.1 The work also includes soil preparation, Manuring, Lawn Mowing, Grass cutting, Insecticide, Pesticides spraying, Pruning, Trimming, Seasonal bed preparation, Seedlings planting, staking, Decoration with potted plants , Mulching, potting, reporting if required.

B.2 All Plants at the time of plantation must be about at least one year old, healthy and disease free.

B.3 The following procedure shall be followed for plantation of plants:-

Digging hole in the existing soil, mixing lime and manure as specified and directed. Size of the pit will be approximately 0.50 M. x 0.50 M x 0.50. Mixing of manure shall be done in appropriate proportion with other manure as may be necessary.

B.4 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.

B5. Ground levelling will be done by silver sand filling and rolling as required. Then maxican doob grass will be planted by turfing or pasting method.

C. The jobs as at items A & B above shall be completed in 3 months from date of work order.

D. Maintenance of the works under items A & B of the scope of Work:

Upon completion of plantation & other works under items A & B of the Scope of Work , maintenance of the works shall be carried out including application of manuring, mulching, staking, watering etc. for healthy growth & development of saplings. In addition existing lawn, hedges, plants etc. are also to be maintained.

There are about 325 nos. (Arjun, Neem, Amla, Haritaki, Bahera, Chandan, Peepal, Dulchini, Tulsi, Elachi, Brahmi, Arsagandha, Tejpata etc.) existing medicinal plants are also to be maintained for the entire period of contract.

D.1 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.

D.2 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.

D.3 Contractor shall carry out the entire job as and when required as specified in A, B, C & D of Scope of Work for a total contract period of 2 years. Contractors shall also take responsibility of watch and ward of the park during the visiting hours (about 3 hrs. in a day).

D.4 10 feet of area outside the Environment Park must always be kept cleared.

E. Scope of work and specification of work as mentioned above would be guided as per instruction of EOC or his representative.

3. **Period of Contract:**

2 years from the date of issuance of Work Order.

4. **Eligibility Criteria of Bidders**

4.1 **Techno-commercial Eligibility Criteria:**

The bidder shall submit evidence that the bidder has successfully executed similar/ equivalent work in reputed PSUs / Govt. Organizations / Industrial establishments/ Factories / Private organizations etc. over a period of last 7 years ending on 31.12.2022 as follows:

(a) At least 3 similar completed works **each** worth not less than **INR 9,61,544 /-** (Rupees Nine Lakh sixty-one five hundred forty-four only) **or**

(b) At least 2 similar completed works **each** worth not less than **INR 12,01,930/-** (Rupees Twelve lakh one thousand nine hundred thirty only) **or**

(c) At least 1 similar completed work worth not less than **INR 19,23,088 /-** (Rupees Nineteen lakh twenty-three thousand eighty-eight only)

(Both order letter and successful execution certificate to be submitted)

NOTE-1: The term "Similar works" means having experience in supply, plantation and maintenance of saplings.

NOTE-2: The term "completed work(s)" means the executed/ 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).

4.2 Essential financial capacity

- (a) Average Annual financial turnover during the last 3 financial years ending 31.03.2022, should be at least **Rs. 7,21,158/-**.
- (b) The tender shall submit Audited Balance Sheet and Profit & Loss Account for the last 3 (three) financial years. If due date (scheduled opening date of tender) is falling within three months (April to June) of the closing of the latest financial year, the latest financial year may be ignored and financial turnover of the three years previous to the latest financial year may be submitted.

In case a tenderer is unable to submit audited accounts of latest financial year (in case of tender opening date falling after June), due to non – completion of audit or for any other reason, he may be allowed to submit a certificate of turnover issued by the statutory auditor of the company / firm for the latest financial year.

- (c) The Financial capacity of an Associate of the tenderer shall not be relied upon by the tenderer.

4.3 Pre Bid Meeting:

- a. A pre bid meeting will be held on **12.01.2023** 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 SMPK and forward the same by **11.01.2023** 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@kolkataporttrust.gov.in, snmandal.hdc@kolkataporttrust.gov.in so that the same may be discussed /clarified in the pre bid meeting.

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 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.

- d) 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.

- 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 III**.
- f) **Documents to be submitted includes:**
- ✓ 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).
 - ✓ Copy of self-certified copy of PAN.
- g) 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.
- h) The substitution or withdrawal of offer may be done as per provision mentioned in clause- 5.6 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.
- i) 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.
- j) The Contractor shall submit the Character & Antecedent verification certificate (issued by police authority) of all personnel engaged at HDC, SMPK through this tender and submitted same to the office of Sr. Dy. Manager (Admn.), HDC before commencement of work.

5.2 **Site Inspection:**

The tenderer shall be deemed to have inspected the site 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.

5.3 **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, SMPK 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.

5.4 Earnest Money :

- (a) The intending bidders should submit Earnest Money of INR 48,077/- (Rupees forty eight thousand seventy seven only) through Demand Draft / Bankers Cheque in favour of Haldia Dock Complex, SMPK 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 SMPK, payable at Haldia 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. 1530 hrs. on **30.01.2023** 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) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) having valid NSIC Certificate for MSEs along with DIC's (DISTRICT INDUSTRIES CENTRE) Certificate, are exempted from depositing Cost of Tender Document and Earnest Money.

- (g) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.

- (h) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. Otherwise, their offer for those items will not be considered.

- (i) Copy of valid NSIC Certificate for MSEs / Udhog Aadhar/ DIC's (DISTRICT INDUSTRIES CENTRE) Certificate has to be submitted along with the bid.

5.5 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 Office Complex, P.O. Haldia Township, Dist. Purba Medinipur, PIN- 721607, through CPP Portal, not later than 1530 hrs. on **30.01.2023** after which time and date, no offer shall be accepted.

HDC, SMPK 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 1630 hrs. on **31.01.2023**.
- (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.

5.6 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. 1630 hrs. on **30.01.2023** 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.

5.7 Amendment of Tender Document:

At any time prior to the due date for submission of tender, HDC, SMPK 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 SMPK (www.kolkataporttrust.gov.in) and also in the website of e-Nivida(<https://SMPK.enivida.in>) .

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

5.8 Validity of Offer:

- (a) The tender shall remain open for acceptance for a period of **120 days** from the date of opening of the techno-commercial offer. If, before expiry of this validity period, the tenderer amends his quoted rates or tender, making them unacceptable to the Trustees and/ or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture.
- (b) Prior to expiry of the original tender validity period, HDC, SMPK may request bidders to extend the validity for a specified period.

- 5.9 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.

5.10 Price Bid:

- (i) a) Rate must be quoted online as per Price Bid (SCHEDULE OF RATES). No alternative mode of offer shall be accepted.
- b) The tenderer shall quote lump sum rate for carrying out the entire job as per the Scope of Work of the tender as at Clause-2 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.

5.11 Acceptance of order letter:

- a) After finalization of the tender, HDC, SMPK shall issue Work Order letter to the successful bidder.
- b) The successful bidder, on receipt of the same, shall convey its acceptance to the offer and remit requisite Performance Guarantee/ Security Deposit within a period of 30 days from the date of issuance of Order Letter, failing which the Order Letter will become liable for cancellation with forfeiture of Earnest Money.
- c) Pending execution of Contract Agreement, the Order Letter and its acceptance by the successful Tenderer will be construed as an Agreement between HDC, SMPK 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.

- 5.12 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.

6. EVALUATION CRITERIA:

A) Responsiveness:

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

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

B) Techno Commercial Part:

Evaluation of Techno Commercial Bid:

- (i) The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria and tender terms and conditions as laid down in this tender document.
- (ii) Mere submission of offer / participation shall not mean that it shall be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

C) Price Part:

Evaluation of Price Bid:

- (a) Price Bid of only the techno-commercially qualified bidders will be evaluated.
- (b) Evaluation will be made on the lowest amount arrived at based on amount quoted (excluding GST) in Price Bid among the techno-commercially qualified bids subject to the fulfillment of necessary tender conditions. Quoted amount 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-6(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 SMPK to ascertain the lowest bidder and the tenderer offering the higher/ highest rebate will be considered as the 'Successful Tenderer'.

- e) HDC, SMPK, 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 SMPK, HDC for the Port of Syama Prasad Mookerjee Port, Kolkata is hosted at [\(http://www.smporkolkata.shipping.gov.in\)](http://www.smporkolkata.shipping.gov.in). 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. Special Conditions of the Contract:

8.1. Keeping the Site and Working Area Clear:

The contractors shall at all times keep the site and working areas free from all rubbish materials and offensive matter. Any such material shall be disposed off in a manner as directed by the representative of EOC.

8.2. Construction of Site office, store etc.

No need construction of Site office, Store etc. inside the Environment Park. The existing staff room(12ft.x11ft.) may be allotted by HDC, SMPK as per Schedule of Rates for use against a written application of the contractor, upto a maximum period of maintenance as specified in the tender. In case of unauthorized occupation of SMPK land beyond the above 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. The contractor shall maintain a site-order-book at his site office and all orders and instructions issued to him from to time by EOC or his representative will be recorded in the site-order-book. The contractor shall promptly sign each entry as a token of having received such orders.

8.3. Water:

The contractor would be responsible for arranging supply of water from his own source for plantation and further watering purpose at his costs and arrangements. However if requested and technically feasible, the Trustees may consider supplying water from Trustees water mains. The Contractor will however, have to arrange for taking of and transportation of water through pipelines etc. all at the own cost. In such case 1%(one percent) of the gross bill value will be deducted from his bills.

8.4. Terms of payment:

Payment under the contract will be made as follows:-

- a) **40% of the total value of work** shall be paid after completion of plantation & related works as per provisions under Clause-2 (A), (B) & (C) of the tender

document (Scope of Work), on the basis of verification and measurement of the completed works including counting of saplings.

- b) **20% of the total value of work** shall be paid after 1 (one) year from date of issuance of work order on completion of works as per provisions under Clause-2 (A), (B) & (C) of the tender document (Scope of Work) and on carrying out maintenance works as per provisions of clause-(D) of the tender document (Scope of Work), on the basis of verification and counting of plants in good and healthy condition.
- c) **20% of the total value of work** will be paid after completion of one & half year from date of issuance of work order on carrying out of maintenance works as per provisions of clause-(D) of the tender document (Scope of Work), on the basis of verification, counting & measurement of plants maintained at a height of at least 6 feet in healthy condition.
- d) **Remaining 20% of the total value of work** (final bill) will be released after satisfactory completion of all scheduled jobs as per Clause-2 of the tender document (Scope of Work).
- e) Payment will not be made for the damaged saplings or the saplings, which do not have proper growth and have not reached requisite height.
- f) Recovery will be made from the contractor's final bill & also Security Deposit for the saplings for which payments have already been made under (a) , (b) & (c) but subsequently found to be damaged or lost.
- g) Haldia Dock Complex would keep an inventory of the saplings so planted and after completion of 2 years contract period, in case of non-survival of any sapling, Rs. 500/- for each such sapling would be deducted as penalty from the payment to be made by SMPK, HDC.

8.5 **Keeping the Site and Working Area Clear:**

The contractor shall at all times keep the site and working areas free from all unwanted materials/ rubbish / offensive matter, all of which shall be disposed off in a manner as will be instructed by the representative of Sr. Dy. Manager (Admn.).

8.6. **Price Escalation:**

During the period of contract for 2 (two) years, 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.

8.7. **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.

8.8 Plants & Equipment:

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

8.9 Responsibility of the contractor during the maintenance 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 maintenance work, the same will be done through some other agency and the cost will be deducted from contractor's bill or Security Deposit.

8.10 Security Deposit:

- a) The successful bidder, at own expense, shall have to keep with HDC, SMPK a Security Deposit amounting to 3% of the Order Value for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 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. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- b) The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, SMPK due to default on the part of the successful bidder.
- c) The "ENGINEER OF THE CONTRACT" shall have the right to ask for the extension of the Security Deposit till such time the Contractual obligations are fulfilled and successful bidder will be duty bound to extend the same.

8.11. 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 SMPK 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.

8.12. 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, SMPK and other statutory Authorities in this regard, in the matter of development, beautification & maintenance of Environment Park etc.
- b) HDC will not be responsible for any damage to the development, beautification & maintenance of Environment Park etc. by the contractor during the contract period. 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.
- c) 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.

8.13. 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.

8.14. 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 SMPK against all claims enforceable against HDC (or Agents), servant or employees of SMPK 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.

8.15. 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.

8.16 Liquidated Damages & other compensation:

- a) In the event of successful bidder failing to commence the contract for supply, Plantation, Development, Landscaping, Beautification & Maintenance of Environment Park at Haldia Dock Complex, SMPK. within the stipulated time frame or such extensions thereof as may be allowed by the "Engineer of The Contract" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the total order value for delay in supply, plantation & maintenance of Environment Park of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value.
- b) HDC, SMP may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract.

8.17. Contract Agreement:

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

b) Engineer of the contract (EoC)

General Manager (Management & Services), Haldia Dock Complex/Syama Prasad Mookerjee Port, Kolkata will be the 'Engineer of the Contract'.

8.18. Termination of contract:

- a) If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract is not being rendered in part / full or is

not up to the satisfaction of HDC- SMP, Kolkata and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the General Manager (M&S), HDC- SMP, Kolkata through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC- SMP, Kolkata and /or legal obligations are not being fulfilled by the successful bidder, General Manager (M&S), HDC- SMP, Kolkata shall terminate the full or part of the contract after giving 30 days' notice and his decision in the matter shall be final and binding on the successful bidder.

- b) During the termination notice period of 30 days as above, the successful bidder may be asked by HDC- SMP, Kolkata to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services. Page 34 of 57.
- c) Upon termination of the contract, for any of the reasons indicated above, the General Manager (M&S), HDC- SMP, Kolkata shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC- SMP, Kolkata is entitled to in terms of the other relevant clauses in the contract. HDC- SMP, Kolkata will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.
- d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- e) No compensation whatsoever shall be paid by HDC- SMP, Kolkata to the successful bidder in the event of termination of the contract.
- f) If after termination, any amount is due to be paid by HDC-SMP, Kolkata to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC- SMP, Kolkata from the successful bidder.

8.19. 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.

Annexure-I**DOCUMENTS TO BE UPLOADED**

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

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected: -

<p>1. The bidder shall submit evidence that the bidder has successfully executed similar/ equivalent work in reputed PSUs / Govt. Organizations / Industrial establishments/ Factories / Private organizations etc. over a period of last 7 years ending on 31.12.2022 as follows:</p> <p>(a) At least 3 similar completed works each worth not less than INR (Rupees) or</p> <p>(b) At least 2 similar completed works each worth not less than INR (Rupees) or</p> <p>(c) At least 1 similar completed work worth not less than INR (Rupees)</p> <p>(Both order letter and successful execution certificate to be submitted)</p> <p>NOTE-1: The term "Similar works" means having experience in supply, plantation and maintenance of saplings.</p> <p>NOTE-2: The term "completed work(s)" means the executed/ 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).</p>
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. Copy of self certified copy of PAN.
5. Declaration by the bidder as per Annexure - II.
6. Format for Power of Attorney for signing of Tender as per Annexure-IA
7. Copy of GST details as per Annexure-III
8. Copy of Demand Draft/ Banker's Cheque towards payment of Earnest Money Deposit/ Bid Document Fees.

Annexure-IA

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

Format for Power of Attorney for signing of Tender

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

Dated:

POWER OF ATTORNEY

To whomsoever it may concern

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

Sl. No.	Item Description	SGST (In %) In Figure)	CGST(In %) (In Figure)	IGST(In %) (In Figure)
1	Cleaning of the Environment Park by way of removal of unwanted bushes / jungles etc. existing inside the park. as per Item B of clause-2 (Scope of Work).			
2	Supply, Plantation, development, landscaping and beautification works as per details given under Item B of clause-2 (Scope of Work)			
3	Maintenance of the works under items A & B of Clause-2 (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 – IV

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

To
The Board of Trustees
for the Port of Calcutta,

BANK GUARANTEE NO DATE

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Port of Calcutta, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs, a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Calcutta / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees). We, Branch, Calcutta / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Calcutta / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Calcutta Port Trust", without any demur. Even 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)

Annexure - V

THE BOARD OF TRUSTEES FOR THE PORT OF CALCUTTA

FORM OF AGREEMENT

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

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

4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

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

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

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

Name :- _____

Address :- _____



PART-II: PRICE BID**SCHEDULE OF RATES**

Work description	Amount (in figures)
Total amount for carrying out the entire job as per clause-2 of the tender document (Scope of Work) Tender Document bearing No. AD/E/1012/2022 [excluding GST]	<div data-bbox="1073 447 1289 697" style="border: 1px solid black; padding: 10px; text-align: center;"> BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE </div>

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