

#### **TENDER FOR**

# SUPPLY AND PLANTATION OF 3000 SAPLINGS ALONG WITH 2 YEAR MAINTENANCE AT DIFFERENT LOCATIONS IN THE RESIDENTIAL ZONE OF HALDIA DOCK COMPLEX FOR THE YEAR 2018-2019.

# TENDER NUMBER ADMN/G/24M/2018

#### **E-TENDER NUMBER**

KoPT/Haldia Dock Complex/Admn. Div/2/18-19/ET/159

#### **INDEX**

SI.	Content	Page No.
No.		
1.	Index	2
2.	Disclaimer	3-4
3.	Schedule of Tender	5-8
4.	Instructions to the Bidder	9-13
5.	Procedure of Payment of EMD and Bid Document free through Axis Bank	14-15
6.	Commercial Terms and Conditions	16
7.	Scope of Work	17-22
8.	General Conditions of Contract	23
9.	Documents to be uploaded	24
10.	Annexure – I : Schedule of Rate	25
11.	Annexure – II : Format of declaration by the Bidder	26
12.	Annexure – III : Format of Profile of the Bidder	27
13.	Annexure – IV : Format of Bank Guarantee	28-29
14.	Annexure – V : Format of Agreement	30-31
15.	Annexure – VI: Location and Details of Sapling to be planted	32
16.	Annexure – VII : Plan for Plantation	33

#### **DISCLAIMER**

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC-KoPT to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC-KoPT in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC-KoPT, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC-KoPT shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HDC-KoPT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC-KoPT, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC-KoPT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC-KoPT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC-KoPT is bound to select a bidder or to appoint the Selected

bidder, as the case may be, for the project and HDC-KoPT reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

The Bidder/Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid/Tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HDC-KoPT or any other costs incurred in connection with or relating to its Bid/Tender. All such costs and expenses will remain with the bidder and HDC-KoPT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid/Tender, regardless of the conduct or outcome of the selection process.





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

Haldia Dock Complex (HDC), Kolkata Port Trust (KoPT) invites E-Tender under single stage two part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from Nurserymen, Reliable & bonafide contractors etc. for supply and plantation of 3000 saplings along with 2 year maintenance at different locations in the Residential Zone of Haldia Dock Complex for the year 2018-19.

The Tender Document may be downloaded from MSTC website <a href="www.mstcecommerce.com">www.mstcecommerce.com</a>, www.kolkataporttrust.gov.in . However, corrigendum / addendum / clarifications, if any, shall be hosted only on MSTC website <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> and <a href=

Further, intending bidders shall submit their bid electronically only through MSTC website <a href="https://www.mstcecommerce.com">www.mstcecommerce.com</a>. Bidders are requested to visit the websites frequently.

#### SCHEDULE OF TENDER (SOT):

a.	TENDER	NO.	ADMN/G/24M/2018.						
b.	MODE OF TENDER		e-Procurement System						
			(Online Part I - Techno-Commercial Bid and						
			Part II - Price Bid) through <u>www.mstcecommerce.com</u> of MSTC Ltd.						
			The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender shall be accepted by Haldia Dock Complex, Kolkata Port Trust.						
C.	E-Tender	No.	KoPT/Haldia Dock Complex/Admn. Div/2/18-19/ET/159						
	(System Generated)								
d.	Date of NIT available to parties to download  20.06.2018.								
e.	Offline Pr & Time	e-Bid Meeting starting date	Not Applicable						
f.	f. Pre –Bid Meeting closing date & Not Applicable Time								
g.	i)	Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 16,800/- (Rupees sixteen thousand eight hundred only) to Haldia Dock Complex along with						

their offer otherwise their offer will be summarily rejected.

The bidders are advised to deposit Earnest Money using the **Axis Bank Payment Gateway only**. No other method of payment of EM shall be accepted.

The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site

(www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust) itself under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)

For making payment of EM through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).

The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.

Through Axis Bank Gateway with the tender.

Tenderers should deposit Earnest Money before filling and submission of bids.

Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor:
- b) E- Tender9No. : **KoPT/Haldia Dock Complex/Admn. Div/2/18-19/ET/159**
- c) Amount remitted:
- d) Remittance Bank Details:
- e) URN No.:
- f) Date of payment:

		Important Note: The intending bidders, who are either registering for the first time with MSTC Ltd. or has renewed their Digital Signatures in the interim, must register with MSTC Ltd. 72 hours before depositing Earnest Money and Bid Document Fee.
ii)	Bid Document Fee	The intending bidders should submit Bid Document Fee of INR 590/- (Rupees Five Hundred ninety only) including GST 18% to Haldia Dock Complex along with their offer otherwise their offer will be summarily rejected.
		The bidders are advised to deposit Bid Document Fee using the Axis Bank Payment Gateway only. No other method of payment of Bid Document Fee shall be accepted.
		The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts→Kolkata Port Trust ) under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway. Alternatively the Bidders can also access the gateway by from Axis bank easy pay site (https://easypay.axisbank.co.in→ Others→Haldia Dock Complex)
		For making payment of Bid Document Fee through the gateway, the bidders will be required to provide the User ID (the ID used by the bidders for submitting e-tender of HDC) and Bid ID (the e- tender number of the tender for which the payment is to be made).
		The method of use of the gateway is indicted under "Procedure of Payment of Earnest Money and Bid Document Fee Through Axis Bank Gateway" section of the tender document.
		Tenderers should deposit Bid Document Fee before filling and submission of bids.
		Details Bid Document Fee remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:
		a) Name of remitting vendor/contractor :
		b) E- Tender No. : KoPT/Haldia Dock Complex/Admn.

			Div/2/18-19/ET/159						
			c) Amount remitted :						
			d) Remittance Bank Details:						
			e) URN No.:						
			f) Date of payment:						
			Important Note: The intending bidders, who are either registering for the first time with MSTC Ltd. or has renewed their Digital Signatures in the interim, must register with MSTC Ltd. 72 hours before depositing Earnest Money and Bid Document Fee.						
	iii)	Transaction Fee	INR 494/- (Rupees Four Hundred Ninety-four only) including GST @ 18 % on Service Charge towards Payment of Transaction fee only through the link "Transaction Fee Payment" of MSTC LIMITED. (refer clause. No. 4 of "Important instructions to the Bidder for E-procurement")						
h.	Last date of submission of EMD & Bid Document fee.		Upto 1300 hours of 18.07.2018.						
	Transacti	ate of submission of on fee through RTGS/NEFT of MSTC Limited, Kolkata.	Three working days before the last date of closing of online bidding for the e-tender.						
i.	submission Commerc	cial Bid and price Bid at tcecommerce.com/eprocho	From 1000 hours of 11.07.2018.						
j.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.		Upto 1430 hours of 18.07.2018.						
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		1600 hours of 18.07.2018.						

#### PART -I - TECHNO COMMERCIAL BID

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

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

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

#### 1. Process of E-tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

#### SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/kopt

- 1). Vendors are required to register themselves online with **www.mstcecommerce.com**→ e-Procurement →Psu / Govt depts→Register as Vendor Filling up details and creating own user id and password→ Submit.
- 2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

Tenderers are requested to submit bid keeping sufficient time in hand. They should not wait for last minute to avoid any problem.

In case of any clarification, please contact HDC/MSTC, (before the scheduled time of the etender).

#### Contact persons (Haldia Dock Complex):

1. Shri C. Chatterjee	2. Shri S. S. Pandit.				
Senior Deputy Manager (Admin.),	Dy. Manager (Admn.)				
Haldia Dock Complex	Haldia Dock Complex,				
Ph. No. 03224 265490	Ph. No. 03224 265161				
E-Mail – cchatterjee.hdc@nic.in	Email- sspandit.hdc@nic.in				
Contact persons (MSTC Ltd):					
1. Mr. S. Mukherjee	2. Ms S. Maity				
Dy. Manager (e-Commerce)	Asstt. Manager (e-commerce)				

Mobile No: 07278030407	Mobile No 9831155225	F
Landline:03322901004	Landline:03322901004	٨
Email- smukherjee@mstcindia.co.in	Email: smaity@mstcindia.co.in	L
Google hangout ID (for chat ) - mstceproc@gmail.com		E
B) System Requirement:		1

#### B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest update JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear to appear in the The signer box following setting may be applied.

- Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- Other Settings:

Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

- 2. (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
  - (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.
- 3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4. Special Note towards Transaction fee:

The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through

NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid. 5. Vendors are instructed to use Attach Doc button under AUC Floor Manager menu. Multiple documents can be attached. Maximum size of single document for upload is 5 MB. All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC Ltd. (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). 7. Please note that there is no provision to take out the list of parties downloading the (i) tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to (ii) tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. 8. E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof. 9. Bidding in e-tender: Bidder(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by HDC. Bank details i.e. name of bank and & address, Current a/c no, IFS Code to be mentioned by the tenderer for refund. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The bidder(s) who have submitted the above fees can only submit their Techno C. Bid through Commercial Bids and Price internet in MSTC www.mstcecommerce.com → e-procurement →Psu/Govt depts→ Login →My menu $\rightarrow$  AUC Floor Manager $\rightarrow$  live event  $\rightarrow$ Selection of the live event $\rightarrow$  Common

		Terms→ Attach Doc→ Techno Commercial Bid→ Price Bid→ Final Submission.					
	d.	The Tenderer should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the Tenderer will not be able to save/submit his bid.					
	e.	After filling the Techno-Commercial Bid, Tenderer should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then Tenderer should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the Tenderer can click on the "Final Submission" button to register their bid.					
		TE: - The Techno-Commercial Bid & Price Bid cannot be revised once the 'Final					
	Sub	omission' button has been clicked by the bidder.					
	a.	In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid.					
	b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.					
	C.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.					
	d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.					
	e. It is mandatory that all the bids are submitted with digital signature certific otherwise the same will not be accepted by the system.						
	f.	Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.					
	g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any Tenderer confirms his acceptance of terms & conditions for the tender.					
	h.	Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.					
10		y order resulting from this open e-tender shall be governed by the terms and conditions ntioned therein.					
11.	No	deviation to the technical and commercial terms & conditions are allowed.					
12.		er submitting online bid, the Tenderer cannot access the tender, once it has been mitted with digital signature.					
	1						

13. HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. 14. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/kopt of MSTC Ltd. 15. The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. The bid will be evaluated based on the filled-in technical & commercial formats. 16. 17. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. 18. Necessary addendum / corrigendum (if any) of tender would only be hosted in the etendering portal of M.S.T.C. 19. Micro & Small Enterprises (MSEs) shall submit the following documents for availing waiver of EMD and Cost of Tender Document: (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned. 20. Due date of submission of tender will not be extended under any situation.

### PROCEDURE OF PAYMENT OF EARNEST MONEY AND BID DOCUMENT FEE THROUGH AXIS BANK GATEWAY

- The Bidders would be able to access the payment gateway from the Vendor log in page of the MSTC ecommerce site (www.mstcecommerce.com→ e-Procurement →Psu / Govt depts. →Kolkata Port Trust) under the icon: "HDC EMD/Tender Fee Payment". Clicking this icon will take the bidders to the Axis bank gateway.
  - Alternatively, the Bidders can also access the gateway by from Axis bank easypay website site (https://easypay.axisbank.co.in $\rightarrow$  Others  $\rightarrow$  Haldia Dock Complex)
- 2. The Bidder will be required to mention the **Bidder's ID** (The ID used by the Bidder for logging in the MSTC Website) and **Bid Id** (E-tender Number of the Tender against which the Bidders intend to submit Bid) and then Click **'VALIDATE'**.
- 3. A webpage will populate where the Bidder will be required to select: **Earnest Money** Or **Bid Document Fee**, then indicate his Mobile Number and the CAPTHA displayed in the webpage.
- 4. Depending on the selection, another webpage will come up.
- 5. In case of selection of Earnest Money, The bidder will be required to select the option of with or without Bank Guarantee. In case of Bids, where there is no option to pay through BG, the Bidders should select the option 'Without'.
  - In case of any tender, where there is an option to pay a part of EM through Bank Guarantee and the Bidders wants to avail that option, the bidder should select 'With'.
- 6. The Bidder will be required to mention their Bank Account Number, IFSC Code of his Bank, and the Name of the Account, insert the Captcha mentioned in the web page and then 'SUBMIT'. In case of Bid Document Fee payment, Bank Account Number would not be required.
  - An URN Number will be generated. Bidders may keep note of this URN Number for all future reference.
- 7. Another webpage will come up and the Bidder will have the option to select payment methods from (i) Internet Banking and (ii) NEFT/RTGS after agreeing with the terms and conditions by clicking the dialogue box appearing in the webpage.
- 8. In case of selection of Internet Banking, the bidder will be required to select any Bank of their choice and depending on the selection the bidder will then be guided to the webpage of the respective Bank. After validating the payment in the respective bank, the system will return to the Axis Bank Payment gateway.
- 9. In case of selection of RTGS/NEFT, the webpage will generate a payment advice.
  - The <u>Bank Account Number</u>, <u>IFSC Code of the Bank</u>, <u>Name of the payee i.e. Haldia Dock Complex</u> and <u>the amount to be paid</u> will be indicated in the said payment advice. The Bidders will also get an SMS and Email detailing the same.

The Bidder will be required to mention the same correctly in the Bank challan which is required to be filled up for payment by RTGS/NEFT in the bank from where they intend to make the payment.

The Bidders should note that Bank A/C number of HDC mentioned in the Payment advice will change for each and every transaction and hence for each and every payment the entire process from the beginning will have to be followed for generation of a URN Number.

- 10. For payment of Bid Document fee, identical process is to be followed.
- 11. The Bidders will be able to know the status of their payment by using the 'Enquire URN' facility by mentioning the URN Number in the Axis Bank login page. Until such time the payment is credited to HDC's A/C the system will show the status as 'Pending'.
- 12. The Bidders should note that until such time the status remains 'Pending', the payment is not made to HDC and mere generation of URN Number will not signify payment of EM or Bid Document Fee. Hence, if the status remains 'Pending' after some time of submitting the RTGS/NEFT payment request at their Bank, then the bidder should contact their Bank to enquire about the status of RTGS/NEFT request.
- 13. In case of any problem relating to use of the payment gateway the bidder should contact the tender inviting authorities whose phone number and email address is mentioned in the e-tender.

#### **COMMERCIAL TERMS & CONDITIONS**

#### 1. ELIGIBILITY CRITERIA

- 1.1 The bidder shall submit evidence that the bidder has successfully executed similar work in reputed PSUs / Govt. Organizations / Industrial establishments/ Factories / Private organizations etc. as follows:
  - (a) At least 3 similar works **each** worth not less than INR 3,34,680/- (Rupees Three lakh thirty four thousand six hundred eighty only) over a period of last 7 years ending on 31.05.2018 **or**
  - (b) At least 2 similar works **each** worth not less than INR 4,18,350/- (Rupees Four lakh eighteen thousand three hundred fifty only) over a period of last 7 years ending on 31.05.2018 **or**
  - (c) At least 1 similar work worth not less than INR 6,69,360/- (Rupees six lakh sixty nine thousand three hundred sixty only) over a period of last 7 years ending on 31.05.2018.

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

**NOTE:** Similar work shall mean having experience in supply, plantation and maintenance of saplings.

- 1.2 The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard with an evidential document.
- 1.3 The bidder shall submit copy of current Trade License.
- 1.4 The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- 1.5 The bidder shall submit self-certified copy of PAN.

#### SPECIAL CONDITIONS OF THE CONTRACT

#### 1. Scope and specification of Work:

The contractor shall carry out the following:-

- a) Providing 3000 saplings of different variety of at least 5 feet in height from the root portion, healthy and free from attack of disease and pest at their cost and arrangement. The variety of saplings to be provided at different locations are given at Annex- V.
- b) Plantation of saplings at the different locations as shown in the plan at Annex –VI and as per details given at Annex –V.
- c) The following procedure shall be followed for plantation of saplings:-

Digging hole in the existing soil, mixing lime and manure as specified and directed. Size of the pit will be approximately  $0.50 \text{ M} \cdot x \ 0.50 \text{ M} \cdot x \ 0.50$ . The mixing of manure will be in the following proportion or its equivalent other manure: -

a) Lime : 100 grms / bed (to be given fifteen

days before planting).

b) Cow Manure (rotten) : 01 cft / bed.
c) Horn meal : 200 grms /bed
d) Ralli meal : 200 grms /bed

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

Intermediate application of manures, fertilizer and insecticides for 2 years at 6 month interval.

- i) D.A.P. 100 grms. X 4 applications.
- ii) C.A.N. 100 grms x 4 application.
- iii) M.O.P. 100 grms x 4 applications
- iv) Insecticides 6 application
- v) Watering and intercultural operation 10 months in a year x 2 years x 2 operations in a month 40 operations.
- e) Maintenance of the plantation shall be for 2 years from the date of completion of all plantation including guarding, mulching, manuring and watering at regular intervals for healthy growth & development of saplings.
- f) In case any sapling is found missing or damaged for any reason whatsoever or the saplings die/wither away within one month from the date of plantation, the contractor should replace the said saplings within one month at their own cost & arrangements.
- g) Scope of work and specification of work as mentioned above would be guided as per instruction of Sr. Dy. Manager (Admn.) or his representative.

#### 2. Price Part:

The tenderer shall quote lump sum rate for carrying out the entire job comprising cost of saplings, plantation of saplings, maintenance of saplings for 2 years after plantation, replacement of saplings etc. as per details given in the Scope and specification of work excluding GST. The GST shall be mentioned separately in the Schedule of Rate. The Schedule of Rate shall be submitted as per Annexure - I.

#### 3. <u>Inspection of site:</u>

The tenderer may inspect the site of work and thoroughly familiarize himself with the nature of work, site conditions, and access to the site and location before submission of the tender.

#### 4. Site conditions & Method of Work:

The sequence of work shall have to be programmed by the successful contractor without hampering normal official activities. The working hours may have to be adjusted as the situation demands. No claim for idle labour on this account shall be entertained. The contractor shall take all possible care so that other construction and/or operational works around the area, if any are not unduly hampered for the work.

Any defect arising during plantation shall have to be rectified forthwith as directed, to the satisfaction of the Sr. Dy. Manager (Admn,) without charging extra. During execution of the work, proper care should be taken to provide adequate protection to the existing structures, cables, water line and all such installations against any damage at the contract's risk and expense. Care should be taken during transportation of materials and execution of work so as not to impede the smooth traffic flow and normal operations in adjoining areas.

#### 5. <u>Time of completion</u>:

Plantation of saplings must be executed by the successful contractor within 1 (one) month from date of receipt of the work order.

#### 6. <u>Maintenance Period:</u>

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

#### 7. <u>Keeping the Site and Working Area Clear</u>:

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

#### 8. Construction of Site office, store etc.

Land near the site of work required for the construction of Site office, Store etc. may be allotted by KoPT free of cost 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 KoPT 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. All offices, sheds and stores required by the contractor shall be erected on the land allotted to him and shall be dismantled and removed as per above stipulations. Such buildings shall be as per the approval of the Sr. Dy. Manager (Admn.) and shall be maintained in a clean hygienic condition throughout the period of their use. All costs for construction, dismantling and removal of site office-cum-store should be borne by the contractor. The contractor shall maintain a site-order-book at his site office and all orders and instructions issued to him from to time by the Sr. Dy. Manager (Admn.) will be recorded in the site-order-book. The contractor shall promptly sign each entry as a token of having received such orders.

#### 9. **Water:**

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

#### 10. Terms of payment:

The mode of payment will be as follows:-

- a) After completion of plantation, 30% of the total value of work on the basis of verification and counting of sapling of the completed work at the quoted rates in the Price Bid will be paid.
- b) After completion of 1 (one) year of maintenance period, on the basis of verification and counting of plants in good and healthy condition, 30% of the total work value executed will be paid.
- c) After completion of total 2 (two) years of maintenance period, on the basis of verification, counting & measurement of plants maintained at a height of at least 6 feet in healthy conditions, balance 40% will be paid. Payment will not be made for the damaged saplings or the sapling, which do not have proper growth and have not reached sufficient height. Recovery will be made from the contractor's final bill & also Security Deposit for the saplings for which payments have already been made under (a) & (b) but subsequently found to be damaged or lost.

#### 11. <u>Escalation variation on the price of Materials & Labour:</u>

During the period of contract for 2 (two) years, the contractor shall not be entitled to make any escalation for any increase in the prices of labour and materials or on any other account.

#### 12. Materials:

The contractor shall make his own arrangements for procuring and supplying all materials at site. The Sr. Dy. Manager (Admn.) or his authorized representative shall have the power to approve or reject any materials and work after inspection at any time and the contractor shall have to replace materials/work not acceptable to the Sr. Dy. Manager (Admn.) or his representative, in accordance with Clause – 5.9 of the General conditions of contract.

#### 13. Plants & Equipments:

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

#### 14. Responsibility of the contractor during the maintenance period:

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

#### 15. <u>Tax, other charges & Contract Labour Act:</u>

- i) Rates shall include all applicable taxes, duties etc. excluding GST. The GST percentage is to be given separately in the Schedule of Rate.
- ii) The contractor must 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.

The contractor shall indicate maximum number of workmen to be engaged on any day for execution of the work in the appropriate place in the Declaration by the Tenderer.

#### 16. <u>Security Deposit</u>:

- (a) The successful bidder, at own expense, shall have to keep with HDC-KoPT a fixed Security Deposit amounting to 10% (ten percent) of the Order Value for the entire period of contract plus three months either in the form of 'CTS 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "Kolkata Port Trust, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per 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) In the event of issuing Bank Guarantee by any branch outside Kolkata / Haldia, any Kolkata / Haldia Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court.
- (c) The Security Deposit shall be held by the 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 plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, KoPT due to default on the part of the successful bidder.

#### 17. <u>Liquidated Damages & other compensation:</u>

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

#### 18. <u>Contract Agreement:</u>

The successful tenderer shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp Paper valued at Rs. 50/- or more signed jointly with HDC under official seals. Form of such agreement would be available in the office of the Sr. Dy. Manager (Admn.)

#### 19. Evaluation Criteria:

The Price Offers of only techno commercially qualified bidders will be opened. The evaluation of Price Offers will be made having minimum financial impact to Haldia Dock Complex.

#### 20. <u>Termination of contract Either in Part or in Full:</u>

If at any time during the period of contract it is observed that services of successful contractor under the provisions of this contract is not being rendered in full or not upto the satisfaction of HDC; KoPT and / or the legal obligations in respect of contract are not being fulfilled by the successful contractor, the Sr. Dy. Manager (Administration), HDC through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the Management and / or legal obligations are not being fulfilled by the contractor, Sr. Dy. Manager (Administration), HDC shall terminate the full or part of the contract after giving 15 days notice and his decision in the matter shall be final and binding on the contractor.

- Upon termination of the contract, for any of the reasons indicated in 20.1, the Sr. Dy. Manager (Admn.), HDC shall be entitled to carry on the afforestation works at the risk and expenses of the contractor through any independent agency for the balance period of the contract and to recover from the terminated contractor in addition to any other amount, compensation or damages that Trustees are entitled to in terms of the other relevant clauses in the contract. HDC will be entitled to retain or deduct money due under the contract from any amount due to the contractor under any other contract.
- 20.3 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.

#### **GENERAL CONDITIONS OF CONTRACT**

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of KoPT, HDC for the Port of Kolkata is hosted at <a href="www.kolkataporttrust.gov.in">www.kolkataporttrust.gov.in</a>. (<a href="http://www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342">www.kolkataporttrust.gov.in/showfile.php?layout=1&lang=1&lid=1342</a>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

#### DOCUMENTS TO BE UPLOADED

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

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

- 1. The bidder shall submit evidence that the bidder has successfully executed similar work in reputed PSUs / Govt. Organizations / Industrial establishments/ Factories / Private organizations etc. as follows:
  - (a) At least 3 similar works **each** worth not less than INR 3,34,680/- (Rupees Three lakh thirty four thousand six hundred eighty only) over a period of last 7 years ending on 31.05.2018 **or**
  - (b) At least 2 similar works **each** worth not less than INR 4,18,350/- (Rupees Four lakh eighteen thousand three hundred fifty only) over a period of last 7 years ending on 31.05.2018 **or**
  - (c) At least 1 similar work worth not less than INR 6,69,360/- (Rupees six lakh sixty nine thousand three hundred sixty only) over a period of last 7 years ending on 31.05.2018.

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

**NOTE:** Similar work shall mean having experience in supply, plantation and maintenance of saplings.

- 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 II.

#### KOLKATA PORT TRUST HALDIA DOCK COMPLEX

#### **SCHEDULE OF RATE**

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

Item	Amount (in figures)	Amount (in word)
Toal amount excluding GST, for carrying out the entire job as per scope and specification of work of the Tender Document bearing No. ADMN/G/24M/2018.		
GST Percentage		
Grand Total:		

|--|

#### **DECLARATION BY THE BIDDER**

- 1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, KoPT, HDC's General Conditions of Contract, Scope of Work, 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 (ADMN/G/24M/2018).
- 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. Maximum number of workmen to be engaged on any day:-.....
- 7. My local office and Registered office (if any) addresses and contact details are –

Address	Telephone	Fax	E-Mail Address
Date:			<del></del>
		Signature of the bidde	er with office seal
Witness:-			

SI. No.	Name	Address	Signature
1			
2			

#### **FORMAT OF PROFILE OF THE BIDDER**

(a)	Nan	ne of the Bidder	r:									
(p)	Add	Iress of the Bido	ler:									
				Bidder	who	will	serve	as	the	point	of	contact/
(a) Na	me		:									
(b) De	signa	tion	:									
(d) Ad	dress		:									
(e) Tel	epho	ne Number	:									
(La	ınd &	Mobile)										
(f) E-M	lail Ad	ddress	:									
(g) Fax	x Nun	nber	:									
Details	s of A	uthorized Signa	atory of	the Bido	ler:							
Name			:									
Desigr	natior	า	:									
Addre	SS		:									
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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.

То

The Board of Trustees for the Port of Calcutta,
BANK GUARANTEE NO DATE 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
Registered Office at
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
Branch, Calcutta
2. We,

3. We, ....... Branch, Calcutta ....... / Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during

payment to the Trustees in the manner and within the time aforesaid.

continue to be enforceable till all the conditions of the said contract have be till the Trustees certify that the terms observed/ fulfilled by the contractor as subject however, that this guarantee sl 20	Branch, Calcutta / Haldia, in further s Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, s, only on a written request by the Trustees to the contractor for such
fulfilling all obligations under the said contract including fulfilling all obligation time or from time to time any of the forebear or enforce any of term relieved from our liability by reason of for any fore-bearance, act or commission the contractor or by any such matter	d contract or to extend the time for full performance of the said ons under the said contract by the contractor or to postpone for any powers exercisable by the Trustees against the contractor and to as and conditions relating to the said contract and We, and Branch, Calcutta
	this Bank Guarantee during its currency except with the previous
	SIGNATURE
	NAME
	DESIGNATION
	(Duly constituted attorney for and on behalf of)
	BANK BRANCH
	CALCUTTA/ HALDIA
	ACCEPTATION OF THE DANKS

(OFFICIAL SEAL OF THE BANK)

#### 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.
  - q. 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 WITNE	SS where	of the	parties h	ereto hav	e cause	d their	respect	ive Cor	nmon	Seals	to be
hereunto	affixed (o	r have	set their	respective	hands	and sea	als) the	day an	ıd year	first	above
written.											
The Sea	l 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 :

#### Annexure -VI

## KOLKATA PORT TRUST HALDIA DOCK COMPLEX

#### Location, Name and number of Sapling

SI. No.	Location	No. of Sapling	Name of sapling
1.	Residential Zone Replacement of the existing plantation area. Haldia Port Survey Unit upto KoPT Guest House4 Campus area.	2000 nos.	Mahagani.
2.	Residential Zone Replacement of the existing area. West side of Port Hospital Campus.	250 nos.	Mahagani.
3.	Residential Zone Replacement of the existing area. East side of VIP road between Port House to Jawahar Tower Office.	500 nos.	Mahagani.
4.	Residential Zone Replacement of the existing plantation area – between Centenary Park and Assembly of God Church School.	250 nos.	Mahagani.
	Total	3000 Nos.	

Date:	
	Signature & office seal of the Tenderer

#### ANNEX - VII

