

CORRIGENDUM-III

Name of Work: INDEPENDENT ENGINEER (IE) FOR THE PROJECT “REJUVENATION OF KIDDERPORE DOCKS (KPD-1 WEST) THROUGH PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS AT SYAMA PRASAD MOOKERJEE PORT, KOLKATA”.

NIT NO: SMPK/KDS/CIV/T/2706/65, dated 17.10.2022

Reference to subject tender, please find the followings vide this Corrigendum-III:

- 1) Changes of submission & opening dates
- 2) Annexure-I: Authority's reply to Pre-Bid queries.
- 3) Annexure-II: Amended clauses.

The following changes of submission & opening dates are made:

Page Reference	In Place of	To be Read as
Page No. 7 of RFP and wherever applicable	<u>Date of NIT available to parties to download</u> 17.10.2022 to 22.11.2022 (up to 12:00 hrs.)	<u>Date of NIT available to parties to download</u> 17.10.2022 to 01.12.2022 (up to 12:00 hrs.)
	<u>Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.</u> 22.11.2022 (up to 15:00 hrs.)	<u>Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.</u> 01.12.2022 (up to 15:00 hrs.)
	<u>Date & time of opening of Techno-Commercial Bid</u> 23.11.2022 (After 15:00 hrs.)	<u>Date & time of opening of Techno-Commercial Bid</u> 02.12.2022 (After 15:00 hrs.)

Bidders are requested to upload this ‘**CORRIGENDUM-III**’ including Annexures duly signed under office seal along with their Techno-Commercial Bid (Part-I) as an acknowledgement and acceptance.

This shall form part of the tender document.

All other terms & conditions and clauses will remain same as per original.

अधीक्षण अभियंता / **Superintending Engineer (Contract Cell)**

For मुख्य अभियन्ता / **Chief Engineer, SMP, Kolkata**

TENDER FOR INDEPENDENT ENGINEER (IE) FOR THE PROJECT “REJUVENATION OF KIDDERPORE DOCKS (KPD-1 WEST) THROUGH PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS AT SYAMA PRASAD MOOKERJEE PORT, KOLKATA”.

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Annexure-I

Authority’s reply to Pre-Bid quires

Sl. No.	Reference Clause No. in Tender Document	Clause Description as given in Tender Document	Queries of Bidders	Response of Authority (SMPK)
1	ONLINE BID REFERENCE	j. Duration of the Work 24 months or 6 months from the date of commercial operations of the project by the Concessionaire, whichever is later.	Kindly clarify if the fee quoted will be applied for escalation if the project extends beyond 30 months (24 + 6) due to reasons beyond the control of IE.	Duration of execution of project is 18 months from the date of award and thereafter IE Should be present for 6 months from the date of commercial operations. That means total duration of IE is 24 months. However, IE shall be there till 6 Months from the date of commercial operations of the project by the Concessionaire, if the completion of the project gets delayed. No escalation is permitted.
2	APPENDIX-I Form-9 Deployment of Personnel	Note: The “minimum total man-months required on site” as indicated in clause 7.7.1 and BOQ – 2 in Form -2 of Appendix II shall be taken into consideration with respect to the deployment of each Key Personnel.	Kindly request to provide the minimum deployment at site for the Key-personnel.	Refer Sl. No. 2 of Annexure-II of Corrigendum-III, dated 15.11.2022.

TENDER FOR INDEPENDENT ENGINEER (IE) FOR THE PROJECT “REJUVENATION OF KIDDERPORE DOCKS (KPD-1 WEST) THROUGH PPP MODE ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER (DBFOT) BASIS AT SYAMA PRASAD MOOKERJEE PORT, KOLKATA”.

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3	2.2 Conditions of Eligibility of Applicants	A) Technical Capacity: The Applicant shall have, over the past 5 (five) years (ending 31.03.2022) preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4.	As not many projects have come during the last 5 years and especially during corona pandemic, it is requested to consider the Bidder's experience upto last 10 years.	Refer Sl. No. 6 of Annexure-II of Corrigendum-III, dated 15.11.2022.
4	APPENDIX-II (See Clause 2.1.3) Form-2 Financial Proposal Page 131 of 188	7. The total quoted amount (excluding GST) shall be equal to or less than Rs. 95.66 lakhs (ceiling amount). If any bidder quotes above this ceiling amount, their bid will be summarily rejected.	The ceiling amount of Rs. 95.66 lakhs for the scope mentioned seems to be on the lower side. Hence, kindly request to confirm if the upper ceiling of Rs. 95.66 lakhs is fixed.	Tender condition prevails.
5	Section-7 TERMS OF REFERENCE FOR INDEPENDENT ENGINEER Page 45 of 188	4.2 The Independent Engineer shall review any modified Drawings or supporting documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.	Seven days for completing the review is too less for review of Design Documents as it will require critical review of documents. For this minimum 14 (fourteen) days will be required. Kindly request to modify the review period to 14 (fourteen) days.	Tender condition prevails.
6	Section-7 TERMS OF	4.5 Upon reference by the Concessioning Authority, the Independent Engineer shall		

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	REFERENCE FOR INDEPENDENT ENGINEER Page 46 of 188	review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Concessioneing Authority.		
7	Page 46 of 188	5.3 ----- Scope of the Project and the specifications and standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Project. The Independent Engineer shall send a copy of its Inspection Report to the Concessioneing. Authority and the Concessionaire within 7 (seven) days of the inspection.		
8	6.Operation Period Page 49 of 188	6.3 The Independent Engineer shall inspect the Project, once every year, before the 20th (twentieth) day of any month,	It is understood that the project duration is 24 months and additional 6 months after commencement of operation. However, on the referred clause, it is	Duration of execution of project is 18 months from the date of award and thereafter IE Should be present for 6 months from the date of commercial operations. During 6 months from the

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			informed that IE shall visit once every year. Kindly clarify the contract period. Also clarify on the additional such visits that will be required after the commencement of operation as we need to include the same in our offer.	date of commercial operations of the project by the Concessionaire, only the Team Leader shall visit the project once in a month. Please refer Sl. No. 2 of Annexure-II of Corrigendum-III, dated 10.11.2022.
9	2.25 Substitution of Key Personnel PDF Page 34 of 328	2.25.2 As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.	Considering the long duration of the project, it is sometimes not practical to retain all the key personnel. Hence, we kindly request to remove deductions as specified. Further as we are replacing the Key-personnel with another Key personnel with equal or better qualification, we kindly request to remove the deductions.	Refer Sl. No. 1 of Annexure-II of Corrigendum-III, dated 15.11.2022.
10	Earnest Money Deposit (EMD)	Rs. 1,91,320/- (Rupees one lakh ninety-one thousand three hundred twenty only).	We are a MSME registered organization under division 71 indicated under the National Industrial Classification. We understand that MSME registered consultants are exempted from payment	Refer Sl. No. 5 of Annexure-II of Corrigendum-III, dated 15.11.2022.

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			<p>of EMD. Request you to kindly consider and exempt MSME registered firms from payment of EMD.</p> <p>Enclosed copy of MSME registered certificate for reference.</p>	
11	Tender Document fee (Non-refundable)	Rs.1770/- (Rupees one thousand seven hundred and seventy only, including 18% GST)	<p>We are a MSME registered organization under division 71 indicated under the National Industrial Classification. We understand that MSME registered consultants are exempted from payment of Tender Document Fee. Request you to kindly consider and exempt MSME registered firms from payment of Tender Document Fee.</p> <p>Enclosed copy of MSME registered certificate for reference.</p>	Refer Sl. No. 5 of Annexure-II of Corrigendum-III, dated 15.11.2022.
12	<p>Railtel Tender Processing Fee (Non-refundable)</p> <p>Mode of Payment: -E-payment Only through Debit / Credit Card or Net Banking.</p>	PF - 0.1% of estimate cost (Minimum 750/-Maximum 7500/-) +GST Registration Charges Rs.2000/- + Applicable GST per year.	<p>We are a MSME registered organization under division 71 indicated under the National Industrial Classification. We understand that MSME registered consultants are exempted from payment of Processing Fee. Request you to kindly consider and exempt MSME registered firms from payment of Processing Fee.</p> <p>Enclosed copy of MSME registered certificate for reference.</p>	Tender condition prevails.

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13	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	07.11.2022 (Up to 15:00 hrs.)	We request you to kindly consider an extension of three weeks from the date of responses to the pre-bid queries.	Refer Corrigendum-III, dated 15.11.2022.
14	Duration of the Work.	24 months or 6 months from the date of commercial operations of the project by the Concessionaire, whichever is later.	Request you to confirm whether the commercial terms of engagement will be negotiated if the project duration exceeds the estimated period	Commercial terms of engagement will not be negotiated at any stage.
15	1.8. Pre-Proposal Conference	The date, time and venue of Pre-Proposal Conference shall be: Date: 28.10.2022 (Friday) Time: 15.00 hrs. Venue: Conference Room, 2nd Floor, Civil Engineering Department, Kolkata dock system, Syama Prasad Mookerjee Port, Kolkata 15, Strand road, Kolkata- 700001	It is requested that the pre-proposal conference is held online and the video call link is shared with all the participants.	Pre-bid meeting was held both in physical & Virtual mode on the date specified. The same was also informed through Corrigendum-I, dated 26.10.2022.

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16	Conditions of Eligibility for Key Personnel	Team Leader / Project Manager Five (5) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.	It is requested that the Team Leader with 2 completed port infrastructure projects as per clause 3.1.4 is considered as suitable.	Refer Sl. No. 7 of Annexure-II of Corrigendum-III, dated 15.11.2022.
17	Finance cum Legal Expert	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) along with degree of LLB from an Accredited University.	It is requested that two positions are created a. Finance Expert and b. Legal Expert. It will be difficult to provide a single person with both finance and legal expertise.	Refer Sl. No. 7 of Annexure-II of Corrigendum-III, dated 15.11.2022.
18	7.1 LIQUIDATED DAMAGES AND PENALTIES Performance Security	7.1.1 The Authority shall retain by way of performance security, 5% (five per cent) of all the amounts due and payable to the Consultant.	We are a MSME registered organization under division 71 indicated under the National Industrial Classification. Request you to kindly consider and exempt MSME registered firms from payment of Performance Security. Enclosed copy of MSME registered certificate for reference.	Tender condition prevails.
19	Annex-6 Payment Schedule	10% (Ten per cent) of the Agreement Value will be withheld on each payment. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the	The amount of 10% is over and above the performance security of 5% of the Agreement Value (upto 6 months from CoD). It is requested not to withhold any amounts other than the performance security.	Refer Sl. No. 8 & 9 of Annexure-II of Corrigendum-III, dated 15.11.2022.

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		Project, by the Concessionaire as per Clause 6.3 (f) of Schedule.		
20	Annex-6 Payment Schedule	The GST as applicable from time to time will be reimbursed on production of documentary evidence.	It is requested that GST is paid along with the invoice.	Refer Sl. No. 14 of Annexure-II of Corrigendum-III, dated 15.11.2022.
21	Appendix II - Financial Proposal	The amount for BOQ - 1 shall not exceed 15 % of the combined total of BOQ -1 and BOQ – 2	It is requested that such restriction on BOQ 1 is not maintained.	Tender condition prevails.
22	General	-	Please confirm that all the key personnel are required to be deployed at site for the entire duration of the assignment	Refer Sl. No. 2 of Annexure-II of Corrigendum-III, dated 15.11.2022.
23	General	-	Please confirm the facilities such as office space, inter connectivity, office furniture etc that will be provided by KoPT for the duration of the assignment	The office space if available will be provided on Rental basis as per practice in vogue. Other facilities mentioned in the query have to be arranged by the IE themselves.

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AMENDED CLAUSES

Sl. No.	Clause Reference / Page No. as per RFP	Clause as per RFP	Amended Clause
1	Clause- 2.25; Page No. 34	<p>2.25 Substitution of Key Personnel</p> <p>2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.</p> <p>2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the</p>	<p>2.25 Substitution of Key Personnel</p> <p>2.25.1 Substitution of key personnel can be allowed in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. Such substitution limited to not more than 30% of total key personal (i.e. not more than 2 key personnel), subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.</p> <p>2.25.2 Replacement of first key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% (five percent) of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.</p> <p>2.25.3 In case of replacement of the second key personnel, the reduction in remuneration will be equal to 10% (ten percent) of the remuneration which would have been paid to the original personal, from the date of the replacement till completion of contract.</p>

		remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. 2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.																																			
2	Annex 6 Payment Schedule Page No. 98	<p>For the purpose of evaluation, the deployment of key personnel will be considered as follows:</p> <table><tr><th>Key Personnel</th><th>Man-Month</th></tr><tr><td>Port Engineer cum Team Leader</td><td>To be filled by the bidder</td></tr><tr><td>Mechanical Engineer</td><td>To be filled by the bidder</td></tr><tr><td>Civil Engineer</td><td>To be filled by the bidder</td></tr><tr><td>Electrical Engineer</td><td>To be filled by the bidder</td></tr><tr><td>Geotechnical Engineer/Dredging Expert</td><td>To be filled by the bidder</td></tr><tr><td>Environmental Expert</td><td>To be filled by the bidder</td></tr><tr><td>Legal and Financial expert</td><td>To be filled by the bidder</td></tr></table>	Key Personnel	Man-Month	Port Engineer cum Team Leader	To be filled by the bidder	Mechanical Engineer	To be filled by the bidder	Civil Engineer	To be filled by the bidder	Electrical Engineer	To be filled by the bidder	Geotechnical Engineer/Dredging Expert	To be filled by the bidder	Environmental Expert	To be filled by the bidder	Legal and Financial expert	To be filled by the bidder	<p>The monthly payment shall be made subject to fulfilment of attendance of the key personnel as per the following table:</p> <table><tr><th>Key Personnel</th><th>Frequency of Visit</th><th>Minimum No. of Visits</th></tr><tr><td>1. Team Leader / Project Manager</td><td>Once in a month (For 24 months)</td><td>24</td></tr><tr><td>2. Civil Engineer cum Resident Engineer</td><td>Stationed at SMPK (For 18 months)</td><td>NA</td></tr><tr><td>3. Sr. Engineer Mechanical (Pipeline & Jetty facilities)</td><td>Twice in a month</td><td>36</td></tr><tr><td>4. Electrical / Instrumentation Engineer</td><td>Twice in a month</td><td>36</td></tr><tr><td>5. Environmental / Health & Safety Engineer</td><td>Twice in a month</td><td>36</td></tr></table>	Key Personnel	Frequency of Visit	Minimum No. of Visits	1. Team Leader / Project Manager	Once in a month (For 24 months)	24	2. Civil Engineer cum Resident Engineer	Stationed at SMPK (For 18 months)	NA	3. Sr. Engineer Mechanical (Pipeline & Jetty facilities)	Twice in a month	36	4. Electrical / Instrumentation Engineer	Twice in a month	36	5. Environmental / Health & Safety Engineer	Twice in a month	36
Key Personnel	Man-Month																																				
Port Engineer cum Team Leader	To be filled by the bidder																																				
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Civil Engineer	To be filled by the bidder																																				
Electrical Engineer	To be filled by the bidder																																				
Geotechnical Engineer/Dredging Expert	To be filled by the bidder																																				
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Legal and Financial expert	To be filled by the bidder																																				
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4. Electrical / Instrumentation Engineer	Twice in a month	36																																			
5. Environmental / Health & Safety Engineer	Twice in a month	36																																			

			6. Finance Expert * * Wherever Applicable in the RFP	As and when required by SMPK in virtual mode	NA
			7. Legal Expert * * Wherever Applicable in the RFP	As and when required by SMPK in virtual mode	NA
3	Appendix-I Form-9 Page No. 125	Note: The “minimum total man-months required on site” as indicated in clause 7.7.1 and BOQ – 2 in Form -2 of Appendix II shall be taken into consideration with respect to the deployment of each Key Personnel.	Note: The “ Minimum No. of Visits ” as indicated in Payment Schedule (in Sl. No. 2 of Annexure-II of Corrigendum-III, dated 10.11.2022) and BOQ–2 in Form-2 of Appendix II shall be taken into consideration with respect to the deployment of each Key Personnel.		
4	Clause No. 7.2.1 Liquidated Damages for error / variation Page No. 90	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value and a Corporate Guarantee in this regard as per the format prescribed by KPL shall be submitted by the Selected firm.	In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty per cent) of the Agreement Value and an Indemnity Bond / Corporate Guarantee in this regard in the prescribed format shall be submitted by the Selected firm.		

5	MSME/NSIC clause in INSTRUCTIONS FOR ONLINE BID SUBMISSION At page no. 13	-	5. Applicant registered in MSME/NSIC: For Micro & Small Enterprises (MSEs) registered with NSIC & or MSME: a) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME are exempted from depositing Cost of Tender Document. b) If Micro & Small Enterprises (MSEs) registered with NSIC or MSME 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, as per NIT. Otherwise their offer will not be considered. c) Copy of valid NSIC Certificate for MSEs has to be submitted along with bid. d) Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the tender is invited.
6	Clause No. 2.2.2 Page No. 18	(A) Technical Capacity: The Applicant shall have, over the past 5 (five) years (ending 31.03.2022) preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4.	(A) Technical Capacity: The Applicant shall have, over the past 7 (Seven) years (ending 31.03.2022) preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4.

7	Clause No. 2.2.2 Page No. 18	(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:				(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:			
		Key Personnel	Education al Qualificati on	Length of Profession al Experienc e	Experience on Eligible Assignmen ts	Key Personnel	Educational Qualificati on	Length of Profession al Experienc e	Experience on Eligible Assignments
		1. Team Leader / Project Manager	B.E. (Civil) or equivalent with experience in Structural Engineering	Minimum 20 Years	Five (5) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.	1. Team Leader / Project Manager	B.E. (Civil) or equivalent with experience in Structural Engineering	Minimum 10 Years	Three (3) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.
		2. Civil Engineer cum Resident Engineer	B.E (Civil) or equivalent	Minimum 15 Years	Three (3) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.	2. Civil Engineer cum Resident Engineer	B.E (Civil) or equivalent	Minimum 7 Years	Two (2) completed port Infrastructure projects as per Clause 3.1.4 with no reference to the cost of the project.

		3. Sr. Engineer (Mechanical) (Pipeline & Jetty facilities)	B.E (Mechanical) or equivalent	Minimum 10 Years	Three (3) completed projects as per Clause 3.1.4 with no reference to the cost of the project.		3. Sr. Engineer (Mechanical) (Pipeline & Jetty facilities)	B.E (Mechanical) or equivalent	Minimum 7 Years	Two (2) completed projects as per Clause 3.1.4 with no reference to the cost of the project.	
		4. Electrical / Instrumentation Engineer	B.E(Electrical/ Instrumentation) or equivalent	Minimum 7 Years	Two (2) completed projects as per Clause 3.1.4 with no reference to the cost of the project.		4. Electrical / Instrumentation Engineer	B.E(Electrical/ Instrumentation) or equivalent	Minimum 7 Years	Two (2) completed projects as per Clause 3.1.4 with no reference to the cost of the project.	
		5. Environmental / Health & Safety Engineer	M.Sc. (Env) / M. Tech (Env) or equivalent	Minimum 7 Years	Two (2) completed projects as per Clause 3.1.4 with no reference to the cost of the project.		5. Environmental / Health & Safety Engineer	M.Sc. (Env) / M. Tech (Env) or equivalent	Minimum 7 Years	Two (2) completed projects as per Clause 3.1.4 with no reference to the cost of the project.	

		6. Finance cum Legal Expert	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance) along with degree of LLB from an Accredited University	Minimum 10 Years of which 5 years in Infrastructure / BOT / PPP projects	Should have done at least two (2) assignments in Infrastructure Sector Including Port & Shipping Sector covering topics such as Capital Projects, PPP / BOT projects etc.	6. Finance Expert	Member of Institute of Chartered Accountants of India / Cost Accountants of India / PGDBM or MBA (Finance).	Minimum 7 Years of which 3 years in Infrastructure / BOT / PPP projects	Should have done at least two (2) assignments in Infrastructure Sector Including Port & Shipping Sector covering topics such as Capital Projects, PPP / BOT projects etc.

			7. Legal Expert	Degree of LLB from an Accredited University	Minimum 7 Years of which 3 years in Infrastructure / BOT / PPP projects	Should have done at least two (2) assignments in Infrastructure Sector Including Port & Shipping Sector covering topics such as Capital Projects, PPP / BOT projects etc.
8	<p>Clause No. 7.1</p> <p>Performance Security</p> <p>Page No. 89</p>	<p>7.1 Performance Security</p> <p>7.1.1 The Authority shall retain by way of performance security (the “Performance Security”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the</p>	<p>7.1 Performance Security:</p> <p>7.1.1 The Successful bidder should submit a Performance Security of 3% of contract value within 21 days from the date of receipt of LOI/Work Order, failing which the contract would be rescind without any further notice. For the Successful bidder, the Performance Security will be retained by Client (i.e. SMPK) until the completion of the Assignment by the Consultant and be released 90 (Ninety) Days after the completion of the</p>			

		<p>Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to Clause 2.4 hereof.</p> <p>7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.</p>	<p>Assignment as per the terms of the Contract.</p> <p>The Performance Security shall be accepted through the SMPK bank account details to which amount is to be transferred (accepted only online payable through RTGS / NEFT / Bank Transfer etc) is mentioned below:</p> <p>A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491</p> <p>IFSC: IOBA0000675</p> <p>Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch, Kolkata.</p> <p>The performance security will be forfeited and credited to SMPK's account in the event of a breach of contract by the Independent Engineer.</p> <p>7.1.2 Refund of performance Security/ Guarantee:</p> <p>The performance Security to be refunded to the selected Independent Engineer without interest, after he duly performs and completes all obligations under the contract.</p>
9	<p>Annex-6</p> <p>Payment Schedule</p> <p>Page No. 99</p>	<p>NOTE:</p> <p>(iii) 10% (Ten per cent) of the Agreement Value will be withheld on each payment. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project, by the Concessionaire as per Clause 6.3 (f) of Schedule.</p>	<p>Deleted.</p>

10	<p>Clause No. 2.20.1</p> <p>Page No. 30</p>	<p>2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs.1,91,320/- (Rupees One Lakh Ninety-One Thousand Three Hundred Twenty Only) shall be paid as described in the Tender Document.</p> <p>(the “Bid Security”), returnable not later than 180 (one hundred and eighty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement;</p> <p>Bid Security of unsuccessful applicants other than those ranked as first and second will be refunded / returned immediately after ranking of price bids. Bid Security of the applicant who has been ranked as two, will be refunded immediately after entering into agreement with KDS, SMPK and acceptance of Performance Guarantee of the selected applicant.</p>	<p>2.20.1 The Applicant as part of its Proposal, a bid security of Rs.1,91,320/- (Rupees One Lakh Ninety-One Thousand Three Hundred Twenty Only) shall pay as described in the Tender Document.</p> <p>The “Bid Security” is to be remain valid for a period of 45 (forty-five) days beyond the final bid validity period of 180 days.</p> <p>Bid security should be released to unsuccessful bidders once the contract has been signed with the winning consultant at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract.</p>
11	<p>Clause No. 3.1.4</p> <p>Eligible Assignments</p> <p>Page No. 38</p>	<p>Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, engineering consultancy assignments in respect of design, monitoring and supervision of construction, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”) of which at least one assignment should be in respect of design and the remaining in monitoring and supervision or vice versa:</p> <p>Development of Port / IWT/ Marine Infrastructure having an estimated capital cost (excluding land) of at least Rs. 38.26 crore (Rupees thirty-eight crores and twenty-six</p>	<p>Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, engineering consultancy assignments in respect of design, monitoring and supervision of construction, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”) of which at least one assignment should be in respect of Feasibility studies / Detailed Project Report / design and the remaining in monitoring and supervision.</p> <p>Development of Port / IWT/ Marine Infrastructure having an estimated capital cost (excluding land) of at least Rs. 38.26 crore (Rupees thirty-eight crores and twenty-six</p>

		<p>lakhs only) in case of each project in India. Project located outside India will not be considered as Eligible Project. For the purpose of this RFP, Port Infrastructure would be deemed to include stackyard, space for machinery, railway lines etc.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 29 Lakhs (Rupees Twenty-Nine Lakhs only) for such completed assignment.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least Rs. 58 Lakhs (Rupees Fifty-Eight Lakhs Only) and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date.</p>	<p>lakhs only) in case of each project in India. Project located outside India will not be considered as Eligible Project. For the purpose of this RFP, Port Infrastructure would be deemed to include berths, jetties, breakwater, stackyard, space for machinery, railway lines, port equipment etc.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 29 Lakhs (Rupees Twenty-Nine Lakhs only) for such completed assignment.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least Rs. 58 Lakhs (Rupees Fifty-Eight Lakhs Only) and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date.</p>
12	Annex-7 Page No. 100	Bank Guarantee for Performance Security	Deleted (As Bank Guarantee Below Rs. 10 Lakhs is not acceptable)
13	Clause No. 2.31 Page No. 35	-	Shortfall document: Any document not enclosed by the bidder can be asked for, as in case of the traditional tender, by the purchaser and submitted by the bidder online, provided it does not vitiate the tendering process.

14	Annex-6 Payment Schedule	The GST as applicable from time to time will be reimbursed on production of documentary evidence.	<p>TAXES & DUTIES: -</p> <p>The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.</p> <p>Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.</p> <ul style="list-style-type: none"> • The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.
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			<ul style="list-style-type: none"> • Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable. • Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by bidder for a particular year before September of the succeeding Financial Year. <p>The purchase order/ work order shall be void, if at any point of time bidder is found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.</p>
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