



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
Formerly Kolkata Port Trust

**Syama Prasad Mookerjee Port, Kolkata**  
**हल्दिया गोदी परिसर**  
**HALDIA DOCK COMPLEX**  
**I&CF DIVISION**

**Tender No. I&CF/IZ&R/T/334/1010**

**FINANCIAL PROPOSAL**

**Subject: Consultancy Services for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK".**

Name of the Company					
Address of the Company					
Phone No./Mobile no.					
Email Id					
SLNo	Description	Qty	Unit	Rate	Amount (Rs)
1	RFP for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK".	1.00 operation	Lump Sum		0.00
<b>Total</b>					<b>0.00</b>



## Welcome to e-Procurement Portal of Kolkata Port Trust

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**Server Time:**05:18:10 PM

**IP Address:**122.252.249.123


### View Tender Item Details

**Department Name : Kolkata Port Trust / Tender Number : I-CF/IZ-R/T/334/1010 / Tender Item : RFP**

#### Tender Item Details

##### Tender Details

<b>Tender Number</b>	I-CF/IZ-R/T/334/1010
<b>Tender Type</b>	Open Tender - Domestic
<b>Tender Cover</b>	Cover Two
<b>Item ID</b>	RFP
<b>Multi Currency Tender</b>	No
<b>Project/Title</b>	Appointment of Consultant
<b>Tender Category</b>	Services
<b>Procurement Category</b>	MISCELLANEOUS
<b>Description</b>	Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex, Haldia and Kolkata Dock System, Kolkata, SMPK.

##### Tender Cost Details

<b>ECV Tender</b>	No
<b>Hide ECV</b>	No
<b>ECV In Foreign Currency</b>	No
<b>EMD (₹)</b>	0.00
<b>Form Fee (₹)</b>	5,900.00
<b>Processing Fee (₹)</b>	2,950.00

##### Tender Date Details

<b>Pre-Bid Meeting Date &amp; Time</b>	16-03-2021 12:00
<b>Tender Closing</b>	13-04-2021 15:00
<b>Cover One Opening</b>	13-04-2021 15:30
<b>Cover Two Opening</b>	

##### Pre-Bid Meeting Details

<b>Offline Pre-Bid Meeting Details</b>	Pre-Bid Meeting Date and Time: 16-03-2021 12:00	Venue: JAWAHAR TOWER COMPLEX, P. O. Haldia Township, DIST- Purba Medinipur PIN- 721607, West Bengal, India
<b>System's Online Pre-Bid Meeting</b>	No	Pre-Bid Closing:

#### Tender Covers

##### Tender Cover One Details

<b>Tender Cover</b>	Cover One
<b>Tender Opening Officer</b>	PROSENJIT DASGUPTA (14c79e)
<b>Alternate Tender Opening Officer</b>	BASUJIT SENGUPTA (14c5cd)

##### Tender Cover Two Details

<b>Tender Cover</b>	Cover Two
<b>Tender Opening Officer</b>	PROSENJIT DASGUPTA (14c79e)
<b>Alternate Tender Opening Officer</b>	BASUJIT SENGUPTA (14c5cd)





श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता  
**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
Formerly Kolkata Port Trust

## **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

(Erstwhile KOLKATA PORT TRUST)

(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING AND WATERWAYS, GOVERNMENT OF INDIA)

### **Haldia Dock Complex**

**E-Procurement mode through IPA Empaneled List of Consultants**

### **SELECTION OF Technical Consultant**

**Request for Proposal (RFP)**

**FOR**

**“APPOINTMENT OF CONSULTANT FOR THE PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR AUGMENTATION OF 08 NOS. OF PROJECTS THROUGH PPP MODE TO BE IMPLEMENTED BOTH AT HALDIA DOCK COMPLEX (HDC), HALDIA & KOLKATA DOCK SYSTEM (KDS), KOLKATA, SMPK.”**

**(RFP No. I&CF/IZ&R/T/334/1010 Dt. 22.02.2021)**

**FEBRUARY 2021**

**Issued by**

**GENERAL MANAGER (ENGG.),  
ENGINEERING DEPARTMENT,  
JAWAHAR TOWER COMPLEX,  
P. O. HALDIA TOWNSHIP, DIST: PURBA MEDINIPUR  
PIN: 721607, WEST BENGAL, INDIA  
HALDIA DOCK COMPLEX;  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

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## Glossary

<b>Applicable Laws</b>	As defined in Clause 1.1.1
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Authorised Representative</b>	As defined in Clause 2.13.3
<b>Authority</b>	As defined in Clause 1.1.1
<b>Coercive Practice</b>	As defined in Clause 4.3
<b>Conditions of Eligibility</b>	As defined in Clause 2.2
<b>Conflict of Interest</b>	As defined in Clause 2.3
<b>Corrupt Practice</b>	As defined in Clause 4.3
<b>Confidentiality</b>	As defined in Clause 2.21
<b>Contract</b>	As defined in Clause 1.8
<b>CV</b>	Curriculum Vitae
<b>Deliverables</b>	As defined in SCHEDULE-1: SCOPE OF SERVICES
<b>Data Sheet</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Eligible Assignments</b>	As defined in Clause 2.2
<b>Financial Proposal</b>	As defined in Clause 2.13
<b>Fraudulent Practice</b>	As defined in Clause 4.3
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Key Personnel</b>	As defined in Clause 2.1.4
<b>LOA</b>	Letter of Award
<b>Lead Member</b>	As defined in Clause 2.1.1
<b>Performance Security</b>	As defined in Clause 2.19
<b>Processing Fee</b>	As defined in Clause 1.4
<b>Professional Personnel</b>	As defined in Clause 2.14.7
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposal Due Date or PDD</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Qualified Applicants</b>	As defined in Clause 1.6.2
<b>Restrictive Practice</b>	As defined in Clause 4.3
<b>RFP</b>	As defined in Disclaimer
<b>Scheduled Bank</b>	As specified in RBI Act, 1934
<b>Selected Applicant</b>	As defined in Clause 1.6.2
<b>Selection Process</b>	As defined in Clause 1.6.1
<b>Scope of Services</b>	Schedule 1
<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Subject Person</b>	As defined in Clause 2.3.3(a)
<b>Support Personnel</b>	As defined in Clause 2.14.7
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>TOR</b>	Terms of Reference
<b>Technical Proposal</b>	As defined in Clause 2.12
<b>Undesirable Practice</b>	As defined in Clause 4.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

## Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor, invitation by the Authority to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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, regardless of the conduct or outcome of the Bidding Process.



## NOTICE INVITING TENDER

Request for Proposal for "Appointment of consultant for the preparation of Techno Economic Feasibility report for augmentation of 08 nos. of projects through PPP mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK" through e-Procurement mode from IPA Empaneled firms under Category-I (a) and I (b)- Marine Construction work and General Civil, Mechanical & Electrical works (Class A).

<b>RFP No:</b>	I&CF/IZ&R/T/334/1010 Dt. 22.02.2021
<b>Name of the work</b>	Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK.
<b>Fees of RFP document (non-refundable in INR)</b>	Rs.5,000/-(Rupees Five thousand only) + 18% GST
<b>Period of contract</b>	12 Months
<b>Period of Online issue of RFP documents</b>	19.02.2021
<b>Pre-proposal Site Visit to HDC</b>	09.03.2021
<b>Pre-proposal Site Visit to KDS</b>	10.03.2021
<b>Last date of Receiving Queries / Clarifications</b>	13.03.2021
<b>Pre-proposal Meeting, time and Place</b>	16.03.2021.  JAWAHAR TOWER COMPLEX, P. O. Haldia Township, <b>DIST:</b> Purba Medinipur <b>PIN:</b> 721607, West Bengal, India Haldia Dock Complex Syama Prasad Mookerjee Port, Kolkata
<b>Authority's response reply latest by</b>	24.03.2021
<b>Last date &amp; time for online submission of RFP</b>	13.04.2021 at 15:00 PM.
<b>Date, time and Place of opening of RFP (Technical Bid)</b>	13.04.2021 at 15:30 PM.

### OTHER INSTRUCTIONS:

- i. E-Tenderers are invited on two Cover basis (Techno Commercial Part & Price Part) from resourceful, experienced and bonafide bidders with sound technical and financial capabilities for the above mentioned work at Haldia Dock Complex.
- ii. Details of the RFP Documents and Notification of any Addendum / Corrigendum to the RFP documents are available in web site from website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)) and have to participate in bidding process through website <https://kopt.enivida.in> only.
- iii. E-Tender Document shall neither be issued by post nor sold.
- iv. E-Tenderers are not permitted to alter/change/delete/modify any clause of the RFP document downloaded from the website. If any deviation / discrepancy is found after submission of RFP, the submitted offer will be summarily rejected.
- v. Bidders shall submit the Bid Document as stipulated in the "Instructions To Bidders" of the e-tender document. Trustees reserve the right to verify the submitted copies of documents / credentials with the original documents.

- vi. The successful bidder will be required to comply with the relevant provisions of BOCW (RECS) Act, 1996, West Bengal BOCW (RECS) Act, 2004 and BOCW Welfare Cess Act, 1996 and the rules framed there under. An amount of cess as per prevalent rate (presently @ 1% of the billed amount) shall be progressively recovered from all the bills of the contractor for onward transmission of the same to the appropriate authority.
- vii. E-Tenders will be received through <https://kopt.enivida.in> up to 15:00 hrs. on the last date of submission and opening of RFP specified above.
- viii. The E-Tender will be opened shortly after 3.30 p.m. on the stipulated date.
- ix. In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.
- x. It is stated here that the subject RFP may not be extended further.
- xi. SMP, Kolkata reserves the right to reject any or all offers or to accept the offer in whole or in part without assigning any reason whatsoever thereof.

**General Manager (Engg.)**  
**Haldia Dock Complex**

## 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 RailTel Portal (<https://kopt.enivida.in>) before responding to this e-tender:**

- Bidders Manual Kit
- Help for Contractors
- FAQ

### Contact Persons (Haldia Dock Complex, SMP, Kolkata):

General Manager  
 Engineering Department  
 JAWAHAR TOWER COMPLEX,  
 P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
 Haldia Dock Complex  
 Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

1	<p><b>Process of E-tender:</b></p> <p>THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="https://kopt.enivida.in">https://kopt.enivida.in</a></p> <p>Vendors are required to register themselves online with <a href="https://kopt.enivida.in">https://kopt.enivida.in</a></p> <p><b>Contact Person (Haldia Dock Complex):</b></p> <p>General Manager              Engineering Department              JAWAHAR TOWER COMPLEX,              P. O. Haldia Township, <b>DIST:</b> Purba Medinipur  <b>PIN:</b> 721607, West Bengal, India              Haldia Dock Complex              Syama Prasad Mookerjee Port, Kolkata  <b>Email:</b> <a href="mailto:aganesan.hdc@kolkataporttrust.gov.in">aganesan.hdc@kolkataporttrust.gov.in</a></p> <p><b>Contact Persons (RailTel Portal):</b></p> <p><b>Sri Siddharth Ghosh – Mob: 9355030604 email:</b>  <a href="mailto:ewizardsiddharth@gmail.com">ewizardsiddharth@gmail.com</a> See CPP Portal  <b>for Contact details.</b></p>
2	<p>The Technical Proposal and the Financial Proposal shall have to be submitted online at <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> RFP will be opened electronically on specified date and time as given in the RFP.</p>
3	<p>All entries in the RFP should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p>Information about RFP /corrigendum/addendum uploaded shall be sent by email only during the process till finalization of RFP. 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 <a href="https://kopt.enivida.in">https://kopt.enivida.in</a>. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
5	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
6	<p><b>Bidding in e-tender:</b></p>

	<p>a) Vendor(s) need to submit necessary EMD and fees of RFP to be eligible to bid online in the e-tender. Fees of RFP are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the RFP inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Financial Proposal.</p> <p>c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>d) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>e) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>f) 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>g) 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>h) Buyer reserves the right to cancel or reject or accept or withdraw or extend the RFP in full or part as the case may be without assigning any reason thereof.</p> <p>i) No deviation of the terms and conditions of the RFP is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the RFP.</p>
7	Any order resulting from this RFP shall be governed by the terms and conditions mentioned therein.
8	No deviation to the technical and commercial terms & conditions are allowed.
9	The RFP 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.
10	Vendors are requested to read the vendor guide and see the video in the page <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> to familiarize them with the system before bidding.
11	No deviation of the terms and conditions of the RFP is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the RFP.
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 RFP would only be hosted in the e-tendering portal of CPP.
16	Due date of submission of RFP will not be extended under any situation.

## KOPT e-Nivida Special Instruction to Bidders

e-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e <https://www.kolkataporttrust.gov.in> under TENDER TAB.

These will invite for online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**". The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the eNivida Portal may be obtained at: <https://kopt.enivida.in>.

### GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/-+Applicable GST.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) for activation of account.

### SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the Tender fee and processing fee (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e-tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

## **SUBMISSION OF BIDS**

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by KOPT.
3. Bidder has to select the payment option as "e-payment" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. In case of BG bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.

9. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

**For any clarification in using eNivida Portal:**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

**Phone No. 011-49606060/7278929467/8448288981**

**Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com**

# INVITATION FOR PROPOSALS

## 1. INTRODUCTION

### 1.1 BACKGROUND

- 1.1.1 The Syama Prasad Mookerjee Port (Erstwhile Kolkata Port Trust) is the only riverine Major Port in India, situated 232 kms. up-stream from the Sandheads, having arguably the longest navigational channel amongst Major Ports of India and its navigational channel is one of the longest in the world.
- 1.1.2 At one end at Kidderpore, it has the lowest draft and the other end at Sandheads, it has the deepest draft (more than 50 metres) amongst Indian and world ports. What was described as “one of the best and most convenient ports out of Europe” by the Lt. Governor of Bengal in 1877, still retains a pre-eminent position among the nation’s ports on the strength of its infinite variety of availability of draft throughout 232 kms long navigable channel.
- 1.1.3 Despite its being 126 miles away from the sea, Kolkata is, by far, the best choice for eastern gateway to this continental-country. Kolkata Port Trust remains one of the pioneering and most promising ports of India. It commands a vast hinterland that comprises almost half of the Indian states (whole of the eastern and northeastern regions) and the two neighboring countries - the Himalayan Kingdoms of Nepal and Bhutan. It has two dock systems - Kolkata Dock System at Kolkata with the oil wharves at Budge Budge and Haldia Dock Complex at Haldia - have a combination of facilities with many attractive packages.
- 1.1.4 Kolkata Dock System (KDS) has two docks viz. Khidderpore Dock (KPD) and Netaji Subhas Dock (NSD). Khidderpore Dock is older one with 17 Multi-purpose berths & 1 berth for passenger cum cargo two Docks viz. Khidderpore Dock (KPD) and Netaji Subhas Dock (NSD). Khidderpore Dock (KPD) is the older one with 17 Multi-purpose berths and 1 berth for passenger-cum-cargo vessels, 6 Buoys/Moorings and 3 Dry Docks while Netaji Subhas Dock (NSD) is a relatively new one with 1 heavy lift berth, 10 berths including 4 dedicated Container Berths, 1 Liquid Cargo Berth, 4 multi-purpose berths, 2 Buoys/Moorings and 2 Dry Docks. Both the docks of Kolkata Port Trust (KoPT) (“the Authority”) operate under lock gate system. The Kolkata Dock System (KDS) is situated at Latitude 22° 32’ AND, Longitude: 88° 18’ E in the city of Kolkata.
- 1.1.5 The Haldia Dock Complex, Kolkata Port Trust (the “Authority”) is a riverine port with Two Dock System viz. Kolkata Dock System located in Kolkata and Haldia Dock Complex located in Haldia. It has vast economic hinterland comprising major steel plants of SAIL and TATA Steel, power plants of NTPC, CESC, WBPDC, High-grade iron ore and Coal Mines, Coke and fertilizer manufacturing industries etc. In view of this HDC has a potential to handle substantial volume of dry bulk cargo consisting of coking coal, non coking coal, coke etc. As per origin, destination study conducted by Consultant of the Authority, cargo Handling of about 32.4 Million Tonnes of Dry Bulk cargo Handling at Haldia Dock Complex is projected by 2025 & also wef 2025 onwards bulk cargo to be promoted inside the impounded dock. In view of the potential, as part of this endeavor, the Authority has decided to undertake techno economic feasibility study for 08 nos. projects both in HDC & KDS.
- 1.1.6 The objective of the assignment is to improve Mechanized Cargo Handling i.e. i) Unloading of Dry Bulk Cargo from vessels (ii) Conveying the same through the storage area, (iii) Stacking and Reclaiming at the storage area and (iv) Evacuation of cargo from the storage area by Wagon through faster mechanized loading system etc. The study area is mainly located but not limited to the existing and adjacent Haldia Dock Complex (HDC) & Kolkata Dock System (KDS) and preparing a feasibility report to find out best options for the practicability of a project in terms of technical, financial, legal and economic aspects, whether or not a project is envisaged for development through the PPP route, proposing suitable model for implementation, carrying out Rapid Environmental Impact Assessment (EIA) & obtaining necessary Environmental Clearance from concerned Statutory body wherever it is required. The solutions suggested shall reduce the time taken, reduce congestions, & shall reduce carbon footprint.



## 1.2 REQUEST FOR PROPOSALS

- 1.2.1 The Authority invites proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") who provides detailed feasibility report to set up efficient cargo handling facility for both export & import through PPP mode to the Ports.
- 1.2.2 The Authority intends to select the Agency through a limited competitive bidding process where offer will be invited from the IPA empaneled consultants for major Ports from category 1 (a) and 1(b) meant for Marine Construction work and General Civil Mechanical & Electrical works empaneled in "Class A" Consultant in enlistment published in January'2018 (Revised) in accordance with the procedure set out herein. List of the empaneled consultant is given in "**Annexure VIII**". The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the **SCHEDULE-3: DATA SHEET**.

## 1.3 DUE DILIGENCE BY APPLICANTS

- 1.3.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre- Bid Meeting as per the schedule provided in **SCHEDULE-3: DATA SHEET**

## 1.4 RFP PROCESSING FEE

- 1.4.1 The RFP submissions shall be accompanied by a Bank Draft of INR 5,000/- + GST 18% in favor of "**General Manager, Engineering Department, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata**", payable at Haldia, Purba Medinipur, West Bengal, India, as a non-refundable RFP processing fee (the "**Processing Fee**"). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Authority.
- 1.4.2 Details of cost of e-tender paper remitted should be entered by the participating bidder in the space provided in the e-tender as indicated hereunder:
- a) Name of remitting bidder:
  - b) Tender No.:
  - c) Amount remitted:
  - d) Date of remittance:
  - e) DD/BC No.:

Tender submitted without requisite tender document fee will be liable for rejection.

## 1.5 VALIDITY OF THE PROPOSAL

- 1.5.1 The Proposal shall be valid not less than the period mentioned in **SCHEDULE-3: DATA SHEET** from the Proposal Due Date (the "PDD")

## 1.6 MODE OF SUBMISSION & BRIEF DESCRIPTION OF THE SELECTION PROCESS

- 1.6.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.
- 1.6.2 Techno commercial part shall contain all the required information as per all the Appendixes & Annexures attached.
- 1.6.3 The Authority has adopted a two-stage selection process (collectively called the "**Selection Process**") for evaluating the Proposals comprising: (i) Technical Proposal and (ii) Financial Proposals to be submitted in two separate folders (collectively called the "**Proposal**"). The Proposal accompanied with the Processing Fee and Bid Security as prescribed in this RFP document. The evaluation of Technical Proposal and Financial Proposal will be based on the methodology and criteria detailed in Clause 3.
- 1.6.4 In the first stage, evaluation of Technical Proposals of all Qualified Applicants will be carried out as specified in Clause 3.1 and a list of Technically Qualified Applicants (the "Technically Qualified

Applicants") will be prepared. In the second stage, evaluation of Financial Proposals of all Technically Qualified Applicants will be carried out as specified in Clause 3.2. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.3. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

## 1.7 SCHEDULE OF SELECTION PROCESS

1.7.1 The Consultant, out of the set of Applicants, will be selected under Price based selection – Least Cost Selection ("LCS") and procedures described in this Request for Proposal (hereinafter referred to as "RFP" or the "Contract").

The Authority would endeavor to adhere to the information given in **SCHEDULE-3: DATA SHEET**.

## 1.8 PRE-PROPOSAL VISIT TO THE SITES AND INSPECTION OF DATA

1.8.1 Prospective Applicants may visit the Sites and review the available data at any time prior to PDD. For this purpose, they will provide at least four working days' notice to the nodal offices specified below:

Site visit will be held for 2 days, one day for the site visit of projects under KDS & another day for the site visit of projects under HDC.

For the purpose of site visit in HDC, concerned person for contact is furnished herein under:

General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

For the purpose of site visit in KDS, concerned person for contact is furnished herein under:

Chief Engineer  
Syama Prasad Mookerjee Port, Kolkata  
15 Stand Road  
Kolkata  
**Email:** [CE@kolkataporttrust.gov.in](mailto:CE@kolkataporttrust.gov.in)

The detail of site visit has been furnished in **SCHEDULE-3: DATA SHEET**.

The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project/Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## 1.9 PRE-PROPOSAL CONFERENCE

1.9.1 The date, time and venue for the Pre-Proposal Conference is provided in **SCHEDULE-3: DATA SHEET**.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

1.9.2 The intending Bidders are advised to formulate their queries relating to all aspects mentioned in this RFP document as well as seek other clarifications/details required by them from SMP, Kolkata and forward the same in writing by the date as per SCHEDULE-3: DATA SHEET to the General

Manager (Engg.), HDC [aganesan.hdc@ kolkataporttrust.gov.in and pdasgupta.hdc@ kolkataporttrust.gov.in so that the same may be discussed / clarified in the pre-bid conference.

- 1.9.3 During the pre-bid conference, the queries received in advance would be clarified first, followed by those raised during the conference. SMP, Kolkata will furnish its response to all such queries including the description of the queries (without identifying the sources raising such queries) in the official website of SMP, Kolkata formerly KoPT including modifications / amendments, if any, to the terms and conditions of the RFP, scope of the project etc. which the intending bidders are to note for submitting their proposal. The amendments / modifications / clarifications shall be hosted in the form of an "Addendum" which shall become an integral part of the RFP document for all purposes and shall be binding on the bidder. The content of the Addendum shall be accepted and submitted by all bidder along with their techno commercial bids.
- 1.9.4 The intending bidders are advised to inform HDC, 5.8.4SMP, Kolkata in advance about their intention to attend the pre-bid meeting in writing.

**Note:** A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

### 1.10 For Micro & Small Enterprises (MSEs)

- 1.10.1 Micro & Small Enterprises (MSEs) shall submit the following documents for availing themselves cost of tender documents:  
Micro and Small Enterprise registered with the authorities as mentioned in the Govt. of India gazette Notification dated 26.03.2012 shall be exempted from payment of Cost of Tender Document and depositing Earnest Money for which copies of valid MSE's Certificate along with the certificate of the authority as mentioned in the Govt. gazette with list of items registered must be submitted with tender.

### 1.11 COMMUNICATIONS

- 1.11.1 All communications including the submission of Proposal should be addressed to:  
General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
**P. O.** Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)
- 1.11.2 The official website of the Authority is:  
Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 SCOPE OF PROPOSAL

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term applicant (the "**Applicant**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to

have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP specifically with reference to Annexure I. The Selection process comprises (i) Technical Proposal and (ii) Financial Proposals. Technical Proposal in the form at Appendix-I the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.

## 2.2 CONDITION OF ELIGIBILITY OF THE APPLICANTS

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation. For satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, IPA Empaneled firms under Category- I (a) and I (b)- Marine Construction work and General Civil, Mechanical & Electrical works (Class A).
- 2.2.2 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.3 The Applicant should submit a Power of Attorney as per the format at Annexure-IV(a) & Annexure-IV(b); provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.5 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

## 2.3 CONFLICT OF INTEREST

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective and impartial advice and at all times hold the Authority's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-4**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant, its consortium member (the "**Member**") or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or

its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of Section 2 of the Companies Act, 1956/2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "**Associate**"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause 2.3.5 decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

## 2.4 NUMBER OF PROPOSALS

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## 2.5 COST OF PROPOSAL

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.6 ACKNOWLEDGEMENT BY APPLICANT

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause **Error! Reference source not found.** above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause **Error! Reference source not found.** above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## 2.7 RIGHT TO REJECT ANY OR ALL PROPOSALS

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal misrepresentation / improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## B. DOCUMENTS

### 2.8 CLARIFICATIONS

2.8.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at **SCHEDULE-3: DATA SHEET**. The e-mail shall clearly have subjected the following identification:

**"APPOINTMENT OF CONSULTANT FOR THE PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR AUGMENTATION OF 08 NOS. OF PROJECTS THROUGH PPP MODE TO BE IMPLEMENTED BOTH AT HALDIA DOCK COMPLEX (HDC), HALDIA & KOLKATA DOCK SYSTEM (KDS), KOLKATA, SMPK."**

The Authority shall endeavor to respond to the queries within the period **specified SCHEDULE-3: DATA SHEET** prior to the Proposal Due Date. The Authority will post the reply to all such

queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.8.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.8 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## 2.9 AMENDMENT OF RFP

- 2.9.1 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP documents by issuance of amendment(s). All amendments/ corrigenda will be posted on the Authority's website and/or CPP Portal.
- 2.9.2 In order to afford the Applicant a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposal Due Date.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.10 LANGUAGE

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### 2.11 FORMAT AND SIGNING OF PROPOSAL

- 2.11.1 The Applicant shall provide all the information sought under this RFP with reference to Clause 2.8. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.11.2 The Applicant shall prepare and submit the Proposal as per the instructions given in **SCHEDULE-3: DATA SHEET**.
- 2.11.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
  - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - (d) by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Annexure-IV(a) shall accompany the Proposal.

- 2.11.4 Applicants should note the PDD, as specified in **SCHEDULE-3: DATA SHEET**, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.15. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.22.



## 2.12 TECHNICAL PROPOSAL

- 2.12.1 Applicants shall submit detail (**Appendix-I, Form – 6**) of at least one similar project related to Mechanization of berth, jetty etc. Or construction of berth, jetty etc. & cited shall be treated as Minimum Qualifying Benchmark ("**MQB**"). Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. The technical proposals are opened first and evaluated and the offers who are qualifying as per these technical evaluation criteria will only be considered as technically responsive. The rest would be considered technically non-responsive and would be dropped from the list.  
The relevant formats are furnished in the **Appendix-I** (the "Technical Proposal")

## 2.13 FINANCIAL PROPOSAL

- 2.13.1 Applicants shall submit the financial proposal in the formats at **Appendix-II** (the "Financial Proposal") clearly indicating the Total Financial Bid (Lump sum) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
  - (c) Costs shall be expressed in INR.
  - (d) While evaluating the Price Bid, the Lump Sum Price quoted by the Bidders including all other charges except GST, shall be considered for evaluation. GST will be paid extra as per the Government guidelines.

## 2.14 SUBMISSION OF PROPOSAL

- 2.14.1 The Applicant shall submit the Proposal including both Technical Proposal and Financial Proposal as per **SCHEDULE-3: DATA SHEET** and the Content of the RFP as per Annexure I. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 2.14.2 The Request for Proposal with Processing Fee as per Clause 1.4 and the Bid Security Declaration as per Clause 2.18, shall be accompanied with the submitted proposal.
- 2.14.3 The Proposal shall be typed in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.14.4 The completed Proposal must be uploaded on or before the specified time on Proposal Due Date. Proposals submitted by post, courier, fax, telex, telegram or e-mail shall not be entertained.
- 2.14.5 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No

separate documents like printed annual statements, company brochures, copy of contracts etc. will not be entertained.

- 2.14.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under this Agreement.

## 2.15 PROPOSAL DUE DATE

- 2.15.1 Proposal should be submitted on the Proposal Due Date (PDD) and time specified in **SCHEDULE-3: DATA SHEET**, at the address mentioned in **SCHEDULE-3: DATA SHEET**, in the manner and form as detailed in this RFP.
- 2.15.2 The Authority may, in its sole discretion, extend the PDD by issuing a Corrigendum uniformly for all Applicants.

## 2.16 LATE PROPOSALS

Proposals received by the Authority after the specified time on the Proposal Due Date, as mentioned in **SCHEDULE-3: DATA SHEET**, shall not be eligible for consideration and shall be summarily rejected. Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by Authority, shall be disregarded.

## 2.17 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- 2.17.1 The Applicant may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.
- 2.17.2 Any alteration / modification in the proposal or additional information or material subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

## 2.18 BID SECURITY DECLARATION

- 2.18.1 No provision regarding Bid Security/Earnest Money has been kept in the RFP. Instead of the cited, Bidders should submit a "**Bid Security Declaration**", attached in **Annexure VI (a)**, accepting that if they withdraw or modify their bids during period of validity etc., Bidder will be suspended by three (03) years.
- 2.18.2 Any Pre-Qualification Proposal not accompanied by the Bid Security Declaration shall be rejected by the Authority as non-responsive.
- 2.18.3 Bid Security Declaration of Pre-Qualified but unsuccessful Applicants shall be returned, within one month after grant of the Letter of Award to the Selected Applicant. The Selected Applicant's Bid Security Declaration shall be returned, upon the Applicant accepting the Letter of Award and furnishing the Performance Security in accordance with provision of the RFP.
- 2.18.4 Bidder will be suspended by three (03) years if it fails to furnish the required Performance Security within the specified period.
- 2.18.5 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, Bidder will be suspended by three (03) years by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (c) If the Applicant withdraws or amends its Proposal or impairs or derogates from the provision of the RFP in any respect within the period of Bid Validity;

- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
- (e) In the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## 2.19 PERFORMANCE SECURITY

- 2.19.1 Within 15 days from the issuance of Letter of Award by the Authority, the Selected Applicant shall furnish Performance Security to the Authority, for an amount mentioned in the **SCHEDULE-3: DATA SHEET**. This Performance Security shall remain valid up to 3 (three) months after the date of completion of all contractual obligations by the Selected Applicant. The Performance Security shall be in the prescribed form as provided in the RFP.
- 2.19.2 The Liquidated Damages for error/variation and Liquidated Damages for delay shall be recovered by appropriation from the Performance Security – as provided in the Agreement.
- 2.19.3 If Selected Applicant fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Authority as compensation.
- 2.19.4 If any amendment is issued to the Contract, the Selected Applicant shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 2.19.5 The Authority shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Contract or for recovery of liquidated damages. Subject to the above sub-clauses, the Authority will release the Performance Security without any interest to the Selected Applicant on completion of the firm's contractual obligations.

## D. EVALUATION PROCESS

### 2.20 EVALUATION OF PROPOSALS

- 2.20.1 The Authority shall open the Proposals as per the schedule provided in **SCHEDULE-3: DATA SHEET** and in the presence of the Applicants who choose to attend.
- 2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.20.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
  - (a) The Proposal is received in the form specified in RFP;
  - (b) It is received by the PDD including any extension thereof pursuant to Clause 2.15.2;
  - (c) It is accompanied by Processing Fee and Bid Security Declaration;
  - (d) It is signed, sealed and marked as stipulated in the RFP;
  - (e) It is accompanied by the Power of Attorney;
  - (f) It contains all information (complete in all respect) as request in the RFP;
  - (g) It does not contain any condition or qualification, and
  - (h) It is not non-responsive in terms hereof.
- 2.20.4 The Authority reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.20.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.20.6 Applicant must be IPA Empaneled firms under Category-I (a) and I (b)- Marine Construction Work and General Civil, Mechanical & Electrical works (Class A). In case an Applicant does not fulfil the cited Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further.

All Applicants who meet the Criteria of being IPA Empaneled firms under Category-I (b)- General Civil, Mechanical & Electrical works (Class A) would be shortlisted as Qualified Applicants.

- 2.20.7 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. The Technical Evaluation as specified in section 3 of this RFP will be carried out only for responsive submissions of Qualified Applicants.
- 2.20.8 The Financial Proposals of only the Technically Qualified Applicants will be opened. The Authority will notify the Technically Qualified Applicants, indicating the date and time set for opening the Financial Proposals. The notification may be sent by electronic mail.
- 2.20.9 Before opening of the Financial Proposals, the list of Technically Qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The Financial Evaluation and final ranking of the Proposals shall be carried out based on section 3.
- 2.20.10 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.20.11 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant if the Consultancy is subsequently awarded to the Applicant.

## **2.21 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.22 CLARIFICATIONS**

- 2.22.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.22.2 If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.
- 2.22.3 Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **E. APPOINTMENT OF CONSULTANT**

### **2.23 NEGOTIATIONS**

- 2.23.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price submitted in the Financial Proposal, but will be for re-

confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

- 2.23.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.23.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## **2.24 SUBSTITUTION OF KEY PERSONNEL**

- 2.24.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key. 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 or else this may lead to disqualification of the Applicant or termination of the Agreement.
- 2.24.2 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 remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.24.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

## **2.25 INDEMNITY**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

## **2.26 AWARD OF CONSULTANCY**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.

## **2.27 EXECUTION OF AGREEMENT**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period in **SCHEDULE-3: DATA SHEET**. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.28 COMMENCEMENT OF ASSIGNMENT**

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement,

as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with Clause 2.18.

## 2.29 PROPRIETARY DATA

Subject to the provisions of Clause 2.21, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## 3. CRITERIA FOR EVALUATION

### 3.1 EVALUATION OF TECHNICAL PROPOSALS

- 3.1.1 Applicants shall submit detail (Appendix-I, Form – 6) of at least one similar project related to Mechanization of berth, jetty etc. Or construction of berth, jetty etc. & cited shall be treated as Minimum Qualifying Benchmark ("MQB"). Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. Bidders shall furnish all forms included in Appendix-I with required information.
- 3.1.2 The Qualified Applicants will be called to make presentations to the Technical Sub-Committee as per **SCHEDULE-3: DATA SHEET**.

### 3.2 EVALUATION OF FINANCIAL PROPOSAL

- 3.2.1 The bidders shall quote **Lump sum cost** in the Price bid as per **APPENDIX – II, FORM - II**.
- 3.2.2 The Techno- Commercially Qualified Bidder quoting the lowest price (L1), shall be declared as the successful bidder by SMP, Kolkata for award.
- 3.2.3 The Selected Applicant shall be the first ranked Applicant (having the lowest quote, L1). The second ranked Applicant shall be kept in reserve and may be invited by the Authority at its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.
- 3.2.4 The Financial Evaluation will be carried out in respect of the Technically Qualified Applicants and each Financial Proposal will be assigned a financial rank.
- 3.2.5 Financial Proposal will be considered responsive only if:
- The Financial Proposal is received in the form specified in this RFP and comprises all the Forms included in Appendix-II of this RFP;
  - It is received by the Proposal Due Date including any extension thereof in terms hereof;
  - It is signed, sealed, bound together and marked as stipulated in this RFP;
  - It does not contain any condition or qualification; and
  - It is not non-responsive in terms hereof.

## 4. FRAUD AND COURRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event,

the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.2 Without prejudice to the rights of the Authority under Clause 4. hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. PRE-PROPOSAL CONFERENCE

5.1 Pre-Proposal Conference of the Applicant shall be convened at the designated date, time and place. Only those Applicant, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicant will be free to seek clarifications and make suggestions for considerations of the Authority. The Authority shall endeavor to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitation a fair transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Kolkata which shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record



## **SCHEDULES**

### **SCHEDULE-1: SCOPE OF SERVICES / TERMS OF REFERENCE**

#### **Scope of work / Terms of Reference (ToR)**

##### **1.1 GENERAL:**

These provisions though given in a separate section are part of the RFP which must be read as a whole, the various sections being complementary to one another and are to be taken as mutually explanatory. These provisions shall be read in conjunction with the other parts of the RFP viz. General Conditions of Contract, Notice Inviting E-Tenders, and Instructions to Bidder and other documents forming part of the Contract. In case of any discrepancy or ambiguity in the documents, the order of precedence of the documents as stated below will apply. In particular, these provisions will over ride those in the General Conditions provided there is discrepancy between them.

##### **1.2 CORRELATION AND ORDER OF PRECEDENCE OF TENDER DOCUMENTS:**

If the stipulations in the various RFP be found to be at variance in any respect, one will override others (but only to the extent these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down in the list.

- (a) Work Order letter.
- (b) Bill of Quantities.
- (c) Drawings.
- (d) Particular Specifications of work.
- (e) Terms of Reference.
- (f) General Conditions of Contract.

In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the General Manager, Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata. Thereon shall be final and binding upon all parties.

The execution of work shall conform minutely to the approved & assigned which shall be provided /duly approved by the Engineer during the progress of the work as to such other aspects those have formed part of the contract documents.

##### **1.3 PARTICULAR OF THE ASSIGNMENT:**

As a part of the faster, quick, efficient of handling of cargo from Ports and in terms of policy of MOS, there is an urgent need to take up development of adequate infrastructure for Port.

In the backdrop of the above, SYAMA PRASAD MOOKERJEE PORT, KOLKATA intends to invite bids from experienced Firm(s) to provide consultancy services for the instant work, which comprises of extensive study for preparation of Techno Economic Feasibility Study for the projects to be implemented furnished herein under:

##### **Brief scope of work for the upcoming PPP Projects at SMP, Kolkata:**

###### **a) Projects to be implemented at Haldia Dock Complex:**

- i. **Project 1:** Mechanization of existing Berth no. 05 (erstwhile Berth No. 4B) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer

& loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.

- ii. **Project 2:** Mechanization of existing Berth no. 10 (erstwhile Berth No. 09) in respect of handling of Dry Bulk cargo by the way of unloading from vessel by Mobile Harbour Crane (MHC) or any suitable means, conveying through conveyor system, storage at yard by Stacker cum Reclaimer & loading at Wagon through faster Mechanized loading system. Provision shall have to be kept for export of dry bulk cargo also.

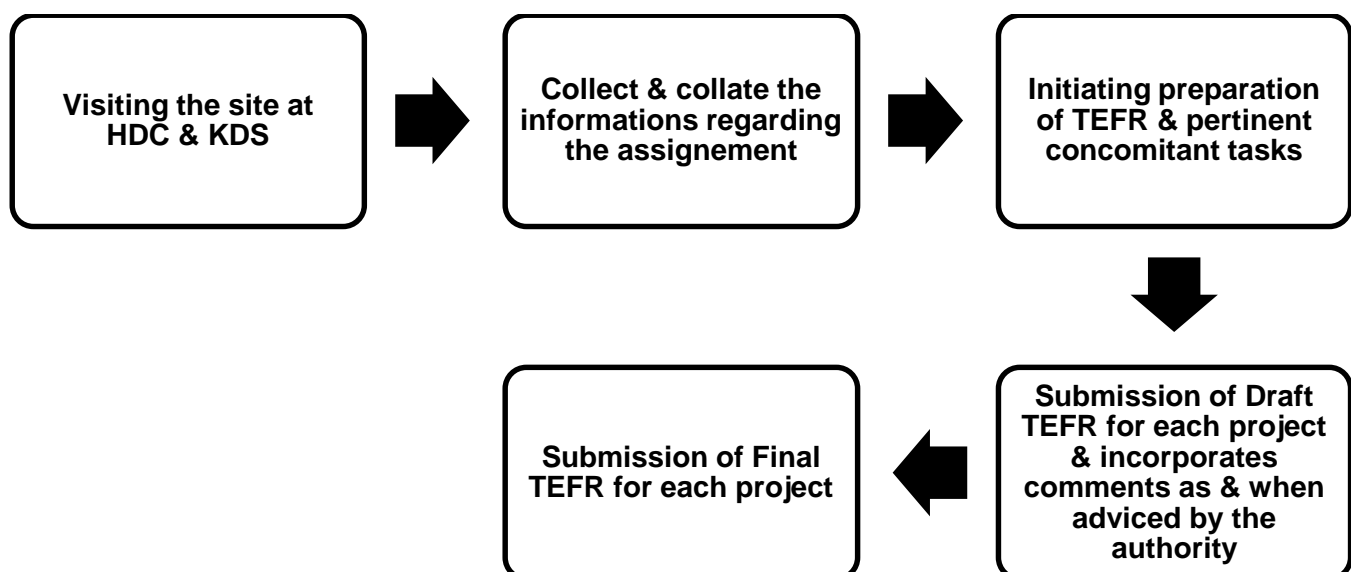
**Note:** Since aforesaid projects will have to be implemented over the existing berths inside the Dock basin, therefore these projects will have to be implemented through Part A & Part B section through PPP mode. In order to implement the facility creation, the concessionaire after condition precedent, shall start on with both Part A & Part B simultaneously. While activating the project, the concessionaire shall install Mobile Harbour Crane or any suitable means along with suitable hopper & fleet or dumper as Part A activity (Development of cargo handling system at jetty properly & right away commence cargo handling operation without jeopardizing the Berth's existing cargo handling activity). Part B signifies construction & implementation of stacker cum Reclaimer at the back area & connecting unloading conveyor system with the berth as well as installation of suitable wagon loader along with loading conveyor system to the railway wagons. After the completion of Part B, these cargo handling systems will be integrated with cargo handling system of Part A. In this way, the time gap required for installation of entire handling system for a particular berth can be replenished without any idling of any berth from regular cargo handling activity.

- iii. **Project 3:** Construction of container handling berth having continuous key length of 500 meter at the river front at a location in between existing 3<sup>rd</sup> Oil Jetty & HFTPL (Haldia Floating terminal Private Limited) jetty along with suitable back up container parking yard & consequent shifting of Mechanized Container Handling system (i.e. Port owned RMQCs & RTYGCs) from existing Berth No. 11 & 12 to newly constructed berth outside impounded dock through PPP mode. Shifting of existing container handling equipment to the new berths is to be undertaken by the PPP concessionaire including installation of other container handling equipment like reach stacker, tractor trailers as per the requirement.

**b) Projects to be implemented at Kolkata Dock System:**

- iv. **Project 4:** Construction & Operation of RO RO cum Cargo Handling jetty at Howrah through PPP mode.
- v. **Project 5:** Construction of Concrete Jetty for Liquid Cargo Handling at Buj Buj.
- vi. **Project 6:** Strengthening & Mechanization of Berth 7, 8 NSD on DBFOT basis.
- vii. **Project 7:** Mechanization of Berths 4 & 5 NSD on DBFOT basis.
- viii. **Project 8:** Construction & Mechanization of Container berths at KDS Outer Terminal.

**Step of the operation to be carried out:**



#### **1.4 SCOPE OF WORK:**

1. The consultancy services shall encompass a comprehensive study regarding various engineering/design options and optimum options, cost associated with & service level expected for various engineering/design options, engineering/design option amenable for implementation by private sector, effect on environment & society for adopting each option, public entity's extent of involvement in land acquisition (if any) & associated infrastructure creation such as connectivity, water, power, traffic studies, quantity survey etc.
2. The consultancy services also encompass return on investment, possibility of the projects through PPP framework, whether project returns attractive for the private partner to participate, revenue share by the private partner if the project is suitable to implement by PPP framework, funding assistance (if required) from Government & the details regarding same, financial risk & its impact on the choice of PPP model, whether the project amenable for debt financing, computing Project Life Cycle cost etc. Site condition assessment: Technical suitability of the site for proposed development is included as scope of work. This includes carrying out detailed analysis for preparation of Techno Economical Feasibility Report (TEFR) and also review the data and documents of the existing geological maps, catchment area maps, contour plans, hydrological data, catchment area characteristics, channel characteristics, flood flow data, seismological data, condition of existing bank/protection works, wherever applicable.
3. Examining the navigational aspects of the approach channel, draft of vessels using it and assessment of dredging (capital and maintenance) requirements as well as utilization of dredged material for reclamation of land.
4. Preparation of Environmental Impact Analysis & allied reports. In the event of acceptance & approval of TEFR by Authority, the consultant shall process the Environmental Clearance for the projects (if any).  
The consultant, if not himself an accredited EIA consultant of MoEF & CC for Port and Harbour Sector, shall engage one such reputed consultant to carry out all the activities leading to final Environmental Clearance. The EIA consultant must be experienced in dealing such type of projects having credible track record.  
Necessary assistance in the form uploading of the application, preparation of presentation material, printing and submitting of documents as per requirement of project proponent to be provided. Necessary specific study as recommended by MoEF & CC in approval of ToR is to be carried out without any extra cost. This will include any specific study to be carried out by reputed Institute as suggested in ToR. EIA study will be all inclusive including CRZ mapping by engaging accredited agency in this regard. EIA consultant will assist project Proponent in all respect for Public Hearing and will remain present during the same. Necessary support to be provided to the Syama Prasad Mookerjee Port (SMPK) in all manners to obtain Environment Clearance (EC). The application for Environment clearance is to be made only after finalization of the project planning in all respect.
5. The Techno Economical Feasibility report must also carry out intensive study whether the project permissible under General Law, project adherence to regional legislation, specific right or obligations that arise out of a contract & whether such rights & obligations are legally tenable etc.
6. Determining the cargo and container handling equipment requirements to deal with estimated volumes, Selection of suitable alignment, length and track for Rail connectivity between proposed port and nearest rail head, Selection of suitable alignment, length and width for Road connectivity between proposed port and nearest Highway,
7. The consultancy services further include development of short and long-term improvement measures that will improve cargo handling system, improve port performance and identify investment plans and assessment of financial viability including Economic and Financial viability analysis with possible suggested model for implantation of the project through PPP for optimal return in investment. This

involves International, National and regional market study and assessment of potential cargo wise traffic likely to visit/handle.

8. Based on the assessment of the traffic and demand of the Project, the Consultant shall provide a broad assessment of the need for the project. The Consultant shall also provide sensitivity analysis due to change in assumption of traffic projections.
9. The Selected Bidder will have to co-ordinate /Liaison with Concerned Statutory Authorities as per requirement and advice by SMP, Kolkata accordingly.
10. The selected Bidder shall first draw a preliminary study of the options & then do detailed study of the preferred option.  
The study may be conducted exploring all available possible options so as to decide upon the best Investment decision on the Project based on comparison of pros and cons along with Economic and Financial viability analysis with possible suggested model for implementation of the project through PPP for optional return on investment.

**Preparation and submission of Draft Feasibility Survey Report to SMP, Kolkata.** ("HDC" in case of projects related to HDC & "KDS" related to KDS.)

**Submission of Final Feasibility Survey Report incorporating the comments of SMP, Kolkata, obtained from KDS in case of projects of KDS & of HDC in case of projects of HDC.**

The work will also include all appurtenant works as described and set forth in, **General Conditions of Contract** and as per direction and up to the satisfaction of the Engineer-in-Charge.

The intending tenderer shall inspect the site of work and acquaint himself with the nature of work before quoting the bid. His attention is drawn to the General Conditions of Contract in this regard. No excuse on ignorance as to the site conditions, availability of space for storing materials and approaches to site etc., will be entertained.

### **1.5 DELIVERABLES, TIMELINES & PAYMENT TERMS:**

It is envisaged that the study will be undertaken in accordance with the Schedule of Services, timetable and deliverables as per clause no 1.6 & 1.7. The payment terms have also been detailed in clause no 1.7.

### **1.6 SCHEDULE OF SERVICES WITH DELIVERABLES:**

The selected bidder shall, after taking instructions from SMPK authorities, render the following services:

#### **1.6.1 Inception Stage**

Submission of Inception Report with approach & Methodology by the Consultant Ascertain SMPK's requirements, examine site constraints and potential after making necessary survey of the site and prepare a brief for SMPK's approvals.

#### **1.6.2 Current status and Market demand assessment**

An assessment on the status & market demand of the Project based on extensive study on the subject

### 1.6.3 Draft Techno Economic Feasibility Report Stage

Based on the approved inception report by SMPK, prepare and submit a draft study report for review of SMP, Kolkata and comments

### 1.6.4 Final Techno Economic Feasibility Report

To submit final report incorporating all comments/observations of SMP, Kolkata.

## **1.7 TIME TABLE WITH DELIVERABLES AND STAGE PAYMENT**

### 1.7.1 The schedule for completion of time should be maintained as follows:

Milestone No.	Deliverables	Timeline from the date of placement of work order
<b>Total Timeline for submission of TEFR for 08 nos. of projects indicated in ToR</b>		<b>48 weeks from the date of issuance of LoA</b>
1	Final TEFR for three (03) projects under HDC along with any one (01) project under KDS.	First 24 weeks
2	Final TEFR for five (04) projects under KDS.	Next 24 weeks

In case of delay in completion of Services within the stipulated time of delivery as per table no. 1.7.1 (ToR), liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day (After acceptance of the bid, the total offered value shall be divided by 08 projects, thereby obtaining amount of preparation & submission of TEFR for each project. In case of delay in completion of services for Milestone no. 01, liquidated damages will be imposed on 50 % of the total Agreement Value. For delay in completion of services for Milestone no. 02, liquidated damages will be imposed on the remaining 50 % of the total Agreement Value), subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD) subsequent to analysis of extension of time report.

**Note:** The above timeline is the minimum requirement for the instant RFP & does not necessarily hold good in case the successful bidder wishes to submit more TEFR in first 24 weeks.

### 1.7.2 The schedule for payment should be maintained as follows:

SI No.	Deliverables	Payment for preparation of TEFR of each project
<b>After acceptance of the bid, the total offered value shall be divided by 08 projects, thereby obtaining amount of preparation &amp; submission of TEFR for each project</b>		
1	Draft copy of TEFR submitted & accepted.	50 % of accepted price for preparation & submission of each TEFR.
2	Final copy of TEFR submitted & accepted.	Remaining 50 % of accepted price for preparation & submission of each TEFR
<b>Total</b>		<b>100 % for each TEFR</b>

The team deployed for preparation of Techno Economic Feasibility Report for KDS will seat at KDS good office & the team deployed for preparation of Techno Economic Feasibility Report for HDC will seat at HDC good office. The Team Leader will coordinate both the team & report to the authority.

The payment against raised invoice as cited in the clause no. 1.7 will be made from **Haldia Dock Complex** for the projects administered/will be administered from Haldia Dock Complex & **Kolkata Dock System** for the projects administered/will be administered from Kolkata Dock System.

#### 1.7 **The Obligation of the Consultant**

SMP, Kolkata will make available to the Consultant all relevant reports and data in its possession, but the Consultant shall be fully responsible for the interpretation and use of the material in question as well as for the conversion of available data into a form that can be used in the system he sets up.

#### 1.8 **The Management of the Study**

The primary point of contact for the Consultant will be Chief Engineer who will represent on behalf of SMP, Kolkata. He / She will form part of a steering committee to be established within SMP, Kolkata to look after the work. The Consultant will be expected to present the content of the reports to the steering committee.

#### 1.9 **Monthly Meetings**

Monthly meeting will be held for progress review & way forward and it is mandatory for Team Leader to attend with relevant team at Kolkata.

## SCHEDULE-2: INTEGRITY PACT

### Integrity Pact

Between

Syama Prasad Mookerjee Port, Kolkata (SMPK) hereinafter referred to as "The Principal/ Employer".

And

..... Hereinafter referred to as "The Bidder/Contractor"

Preamble The Principal intends to award, under laid down organizational procedures, contract/s for ..... The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/ equipment at a competitive price in conformity with the defined specifications/ scope of work by avoiding the high cost and the distortionary impact of corruption on such work /procurement/ disposal and Enabling BIDDERS/ CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

#### **Section 1 – Commitments of the Principal/ Employer.**

(1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

(2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### **Section-2 –Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3-Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

### **Section 4-Compensation for damages**

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5-Previous transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertaking / Enterprise in India, Major Ports/ Govt. Departments of India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

### **Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal, will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.



(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

**Section 8 – Role of Independent External Monitor (IEM):**

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

(b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata.

(e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.

(f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

**Section 9 – Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTORS and the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Section 10 – Pact Duration:**

The pact beings with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful, this Integrity Pact shall expire after 6 months from the date of signing of the contract. If any

claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, SMPK.

**Section 11 – Other Provisions:**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.

(2) Changes and supplements as well as termination notices need to be made in writing in English.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & on behalf of the Principal)

\_\_\_\_\_  
(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address) .....

Witness 2:

(Name & Address) .....

ANNEXURE-A

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.1 There shall be compulsory registration of Indian agents of foreign suppliers for all Tenders. An agent who is not registered with SMPK shall apply for registration in the prescribed Application-Form.

1.2 Registered agents will file an authenticated Photostat copy (duly attested by a Notary Public)/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by SMPK.

1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

## **2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.**

### **2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:**

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it is to be conformed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/remuneration if any, payable to his agents/ representatives in India, is to be paid by SMPK in Indian Rupees only.

### **2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:**

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents /representatives.

2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remunerations, if any, reserved for the Tenderer in the quoted price(s), is to be paid by SMPK in India in equivalent Indian Rupees.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable for rejection or in the event of a contract materializing, the same liable to termination by SMPK. Besides this there would be a penalty of banning business dealings with SMPK or damage or payment of a named sum.

### SCHEDULE-3: DATA SHEET

Reference	Description
<b>Objective of the consulting assignment</b>	As per origin destination study conducted by Consultant of the Authority, cargo Handling of about 32.4 Million Tonnes of Dry Bulk Cargo Handling at Haldia Dock Complex is projected by 2025 & also wef 2025 onwards bulk cargo to be promoted inside the impounded dock. In view of the potential, as part of this endeavor, the Authority has decided to undertake techno economic feasibility study for various projects both in HDC & KDS to convert the Port Operation pattern into landlord model. The proposed floating crane facilities are to be used in conjunction with matching cargo handling facilities
<b>Date of Issuance of the RFP</b>	19.02.2021
<b>Pre-proposal Site Visit to HDC</b>	09.03.2021
<b>Pre-proposal Site Visit to KDS</b>	10.03.2021
<b>Last date for receiving queries / clarification</b>	13.03.2021
<b>Pre-Bid Meeting</b>	16.03.2021. JAWAHAR TOWER COMPLEX, P. O. Haldia Township, <b>DIST:</b> Purba Medinipur <b>PIN:</b> 721607, West Bengal, India Haldia Dock Complex Syama Prasad Mookerjee Port, Kolkata
<b>Last date for uploading replies to the queries and corrigendum by Authority</b>	24.03.2021
<b>Due Date time for Submission of Proposal (Proposal Due Date - PDD)</b>	13.04.2021 at 15:00 PM.
<b>Bid Validity</b>	3 months from Proposal Due Date
<b>Opening of the "RFP"</b>	13.04.2021 at 15:30 PM.
<b>Performance Security</b>	3% of Total Financial Bid (Agreement Value)
<b>Evaluation of the Technical Proposal</b>	Within 2 weeks after the opening of RFP
<b>Opening of the Financial Proposal</b>	A week after the Evaluation of Technical Proposal (To be informed later)
<b>Declaration of Short listed Firms</b>	Within a week after the opening of financial proposal (To be informed later)

<b>Contact Person</b>	General Manager Engineering Department JAWAHAR TOWER COMPLEX, P. O. Haldia Township, <b>DIST:</b> Purba Medinipur <b>PIN:</b> 721607, West Bengal, India Haldia Dock Complex Syama Prasad Mookerjee Port, Kolkata <b>Email:</b> <a href="mailto:aqanesan.hdc@kolkataporttrust.gov.in">aqanesan.hdc@kolkataporttrust.gov.in</a>
<b>Letter of Award (LoA)</b>	15 days from date of opening of Financial Proposal
<b>Signing of Agreement &amp; Commencement of work</b>	Within 30 days of LoA

## SCHEDULE-4: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and Consultants:
    - (i) Potential consultant should not be privy to information from the Authority, which is not available to others.
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and Concessionaires/Contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
    - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Consultants should not only avoid any conflict of interest; they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage.

## **Appendices**

### **APPENDIX-I: TECHNICAL PROPOSAL: FORM-1**

#### **Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

**1. Understanding of TOR (not more than five pages)**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

**2. Methodology and Work Plan (not more than ten pages)**

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

## APPENDIX-I: TECHNICAL PROPOSAL: FORM-2(A)

### Team Composition and Task Assignments

<b>1. Key Personnel</b>				
<b>Name of staff and position assigned</b>	<b>Firm</b>	<b>Area of expertise</b>	<b>Educational Qualifications and Relevant Experience</b>	<b>Tasks assigned</b>
<b>2. Support staff</b>				
<b>Name of staff and position assigned</b>	<b>Firm</b>	<b>Area of expertise</b>	<b>Educational Qualifications and Relevant Experience</b>	<b>Tasks assigned</b>



## APPENDIX-I: TECHNICAL PROPOSAL: FORM-2 (B)

### Curriculum Vitae (CV) of Key Personnel

1.	<b>Proposed position</b>				
2.	<b>Name of firm</b>				
3.	<b>Name of staff</b>				
4.	<b>Date of birth</b>				
5.	<b>Nationality</b>				
6.	<b>Education</b>			[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]	
7.	<b>Membership of Professional Organizations</b>				
8.	<b>Training &amp; Publications</b>			[Indicate significant training education degrees (under 5) were obtained]	
9.	<b>Countries of Work Experience</b>			[List countries where staff has worked in the last ten years]	
10.	<b>Languages</b>	<b>Language</b>	<b>Proficiency (good/ fair/ poor)</b>		
			<b>Speaking</b>	<b>Reading</b>	<b>Writing</b>
		English			
11.	<b>Employment record [Starting with present position, list in reverse order]. Every employment held by staff member since graduation]</b>	<b>Name of Organization</b>	<b>Position held</b>	<b>Duration</b>	
				YYYY to present	
12.	<b>Details of tasks assigned</b>				
13.	<b>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]			
		Name of assignment or project:			
		Year:			
14.		Location:			
		Client:			
		Project Cost and Consultancy Fee:			
		Main project features:			
		Positions held:			
	Activities performed:				

		Name of assignment or project: Year: Location: Client: Project Cost and Consultancy Fee: Main project features: Positions held: Activities performed:
<b>15. Certification</b>		I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Signature		Signature
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]
Name of staff member:		Name of Authorized Signatory:

Note:

Please strictly restrict the number of pages per CV to six (06) pages. The one-page summary shall be over and above the six (06) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the key staff CV since any deviation may lead to deduction in marks.

## APPENDIX-I: TECHNICAL PROPOSAL: FORM-3

### Eligible Assignments of Key Personnel

1	Name of Key Personnel:	
2	Designation of Key Personnel:	
3	Name of the Project:	
4	Length in km or other particulars	
5	Name of Consulting Firm where employed:	
6	Description of services performed by the Key Personnel (including designation):	
7	Name of client and Address : (indicate whether public or private)	
8	Name, Email and telephone no. of client's representative:	
9	Estimated capital cost of the Project (in Rs crore):	
10	Start date of the services (month/ year):	
11	Finish date of the services (month/ year):	
12	Brief description of the Project (With in 100 words):	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)</p>		

## APPENDIX-I: TECHNICAL PROPOSAL: FORM-4

### Abstract of Assignments of Key Personnel

Name of Key Personnel:

Designation:

Sl. No	Name of Project <sup>\$</sup>	Assignment Category [Eligible/ Specific]	Name of Client	Estimated capital cost of project (in Rs. cr./US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Use Separate Form for each Key Personnel.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

## APPENDIX-I: TECHNICAL PROPOSAL: FORM-5

### Proposal for Sub-Consultant(s) if any

1.	Details of the Firm				
	Firm's Name, Address and Telephone				
	Name and Telephone No of the Contact Person				
	Field of Expertise				
	No of Years in business in the above Field				
2.	Services that are proposed to be sub contracted				
3.	Person who will lead the Sub-Consultant				
	Name: Designation: Telephone No: Email:				
4.	Details of Firm's previous experience				
	Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
	3.	3.	3.	3.	
	(Signature and name of the authorized signatory)				

Note: The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Form 2 and Form 3 of Appendix-II

Use separate form for each Sub-Consultant

## APPENDIX-I: TECHNICAL PROPOSAL: FORM-6

### Eligible Assignments of the Firm

1	Name of the Project:	
2	Description of services performed by the firm:	
3	Name of client and Address : (indicate whether public or private)	
4	Name, Email and telephone no. of client's representative:	
5	Estimated capital cost of the Project (in Rs crore):	
6	Start date of the services (month/ year):	
7	Finish date of the services (month/ year):	
8	Brief description of the Project (With in 100 words):	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Authorised Signatory)		

## APPENDIX-II: FINANCIAL PROPOSAL: FORM-1

Covering Letter

(On Applicant's, letterhead)

To

General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

Dear Sir,

**Subject:** Consultancy for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK.

We, the undersigned, offer to provide the services for \_\_\_\_\_ <name of assignment> \_\_\_\_\_ in accordance with your RFP dated \_\_\_\_\_ and our Proposal. We, \_\_\_\_\_ (Authorized signatory's name) herewith enclose the Financial Proposal for the above. Our attached Financial Proposal is for a sum of \_\_\_\_\_ <amount(s) in words and figures> \_\_\_\_\_ **(Not to quote here).**

We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the due date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

Note: The Financial Proposal is to be submitted strictly as per the BOQ on CPP Portal **online only**.

## APPENDIX-II: FINANCIAL PROPOSAL: FORM-2

### Financial Proposal

Subject: Consultancy Services for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK".

Sr. No.	Description	Quantity	Rate	Unit	Amount (Rs)
1	RFP for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK".	1.00 operation	Not to quote here	Lump Sum	Not to quote here

Total tendered amount (in words..... **Not to quote here** .....

**[The prices quoted shall be including all statutory levies excluding GST, which will be paid extra.]**

Permanent Income Tax A/C. No... ..

Date:

\_\_\_\_\_  
(Signature of Tenderer)

[Total amount of tender, completion time and preliminary time as quoted / stated above are to be carried over to Form of Tender attached



## **GCC**

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

#### **1.1 General Provisions**

##### **1.1 .1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Employer" means Board of Trustees of Kolkata Port Infrastructure Development Limited, a wholly owned subsidiary of Kolkata port, incorporated under The Company's Act, 2013 with the purpose to construct, operate, build, develop and maintain port related infrastructure including but not limited to rail, road, air, sea, river, streams, waterways, over and under bridges, civil and other infrastructures, accommodation and conveyance along with other related facilities.

(b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;

(d) "Effective Date" means the date on which this Contract comes into force.

(e) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;

(f) "GC" means these General Conditions of Contract;

(g) "Government" means the Government of India;

(h) "Local Currency" means Indian Rupees;

(i) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

"Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to the in General Condition

(k) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project.

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part or the Services in accordance with the provisions of General Condition.

(n) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.

(o) "Contract Sums" means gross amounts of consultant's original proposal in Indian Rupees with tax, duties, fees and other imposition inclusive of all cost, all types of subsoil investigation and environmental monitoring works if any.

(p) "Approved / approval" means the approval in writing.

#### **1.1.2 Relations between the Parties**

Nothing contained herein shall be construed as establishing a relation or master and servant or of agent and principal as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

#### **1.1.3 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

#### **1.1.4 Language**

This Contract has been executed in the language English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

#### **1.1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

#### **1.1.6 Notices**

1.1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

1.1.6.2 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes, 24 hours following confirmed transmission;
- (c) in the case of telegrams, 24 hours following confirmed transmission; and
- (d) in the case of facsimiles, 24 hours following confirmed transmission.

1.1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in General Condition

#### **1.1.7 Location**

The Services shall be performed at such locations are specified in tender and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Employer may approve.

#### **1.1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the authorized representative specified in bid document.

#### **1.1.9 Taxes and Duties**

The Consultants and their personnel (domestic consultant/personnel and foreign consultant/personnel) shall pay the taxes, custom duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this Contract and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

### **1.2 Commencement, Completion, Modification and Termination of Contract**

#### **1.2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall constitute agreement between Employer and the consultant till formal agreement has been signed.

#### **1.2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within three months or such other time period as the party may agree in writing after date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

#### **1.2.3 Commencement of Services**

The Consultants shall begin carrying out the Services within 15 days. The completion period of this assignment is as per the time line mentioned in tender document.

#### 1.2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 1.2.9 hereof, this Contract shall expire when services have been completed and confirm by the Employer by issuing completion certificate at the end of six months.

#### 1.2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### 1.2.6 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

Pursuant to Clause General Condition 1.7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

#### 1.2.7 Force Majeure

##### 1.2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, nor

(ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

##### 1.2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

##### 1.2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

##### 1.2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 1.2.7.6 Consultation

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### 1.2.8 Suspension

The Employer may, be written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

#### 1.2.9 Termination

##### 1.2.9.1 By the Employer

The Employer may, by not less than thirty (30) days written notice of termination to the Consultants for the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.1, terminate this Contract.

(a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause General Condition 1.2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;

(b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to General Condition hereof;

(d) If the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(e) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

(g) If the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to Employer within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultant.

##### 1.2.9.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified hereunder of this Clause General Condition 1.2.9.2, terminate this Contract;

(a) If the Employer fails to pay and money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 1.8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause General Condition 1.8 hereof.

#### 1.2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9 hereof, or upon expiration of this Contract pursuant to Clause General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;

- i) Such rights and obligations as may have accrued on the date of termination or expiration;
- ii) The obligation of confidentiality set forth in Clause General Condition 1.3.3 hereof;
- iii) Any right which a Party may have under the Applicable Law.

#### 1.2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses General Condition 1.2.9.1 or General Condition 1.2.9.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clause General Condition 1.3.8 or General Condition 1.3.9 hereof.

#### 1.2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses General Condition 1.2.9.1 or General Condition 1.2.9.2 hereof, the Employer shall make the payments to the Consultants provided after offsetting against these payments any amount that may be done from the Consultant:

- i) Remuneration pursuant to Clause General Condition 1.6 hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) Reimbursable expenditures pursuant to Clause General Condition 1.6 hereof for expenditures actually incurred prior to the effective date of termination; and
- iii) Except in the case of termination pursuant to paragraphs (a) through (g) of Clause General Condition 1.2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

#### 1.2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause General Condition 1.2.9.1 or in Clause 1.2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause General Condition 1.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 1.3. Obligations of the Consultants

### 1.3.1 General

#### 1.3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

#### 1.3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications respect such customs.

### 1.3.2 Conflict of Interests

#### 1.3.2.1 Consultants not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause General Condition 1.6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### 1.3.2.2 Procurement Rules of the Employer

If the Consultant as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the Employer or the agencies funding such procurement and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Employer.

#### 1.3.2.3 Consultants and Affiliates not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any sub-consultant and any entity affiliated with such sub-consultant; shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 1.3.2.4 Prohibition of Conflicting Activities:

Neither the Consultants nor their sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities objectionable to Employer.

### 1.3.3 Confidentially

The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

### 1.3.4 Liability of the Consultants

Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the

Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

#### 1.3.5 Insurance to be Taken Out by the Consultants.

The Consultants (i) shall take out and maintain, and shall cause any sub-consultants to take out maintain, at their (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverage shall be as follows:

(a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.

(b) Third Party Liability Insurance with a minimum coverage for Rs. 5 lakh for the period of consultancy.

(c) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(d) Insurance against loss of or damage to:

(i) Equipment purchased in whole or in part with funds provided under this Contract,

(ii) The Consultants' property used in the performance of the Services, and

(iii) Any documents prepared by the Consultants in the performance of the Services.

#### 1.3.6 Consultants' Actions requiring Employer's prior Approval

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Personnel as are not listed in tender ("Consultants' sub-consultants' and Key Personnel");

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;

(c) any other action objectionable to the Employer.

#### 1.3.7 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in tender, in the numbers and within the time periods set forth in the said clauses.

1.3.8 Documents Prepared by the Consultants to be the Property of Employer All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

### 1.3.9 Equipment and Materials Furnished by the Employer

Equipment and materials made available to the Consultants by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Employer in writing, shall insure them in an amount equal to their full replacement value.

### 1.4. Consultants' Personnel

#### 1.4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### 1.4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in tender. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause General Condition 1.3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in tender may be made by the Consultants by written notice to the Employer, provided that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the Terms of reference specified, the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the Employer and the Consultants.

#### 1.4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name are hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data such Key Personnel shall be deemed to have been approved by the Employer.

#### 1.4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel are set forth as per tender document.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel shall be outside the staff-months of service set for in tender document. Any taking of leave by Personnel on account of unforeseen circumstances shall be with prior approval of the Employer and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Further, no fee shall be payable to the Consultant for such leave periods and suitable deductions from the bills shall be made on this account.

#### 1.4.5 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. The upper limit of substitution on account of various reasons including on health ground should normally not exceed 25% of the total key personnel or as per the tender document.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance



of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as are placement shall not exceed the remuneration which would have been payable to the Personnel replaced. Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel or as per the tender conditions.

#### 1.4.6 Resident Manager / Team Leader

The person designated as Team Leader in tender shall serve in that capacity. The Consultants shall ensure that at all times during the Consultants performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

### 1.5. Obligations of the Employer

#### 1.5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- (c) Facilitate prompt clearance through customs of any property required for the Services;
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services for any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into India reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services; and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be required time to time.

#### 1.5.2 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in tender at the times and in the manner specified in said in tender, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources.

#### 1.5.3 Payment

In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants eligible payments and in such manner as is provided by Clause General Condition 1.6 of this Contract.

#### 1.5.4 Counterpart Personnel

(a) If so provided in tender, counterpart personnel, the Employer shall make available to the Consultants, as and when provided in such, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultant's advice, as shall be specified in such at tender. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Employer to the Consultants as and when specified in tender, the Employer and the Consultants shall agree on how the affected part of the Services shall be carried out.

#### 1.6 Payments to the Consultants

##### 1.6.1 Cost Estimates

The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in tender of Financial Proposal, and shall pay for Additional Services if any ordered by the Employer in writing at rates and prices which are given in or based on those in tender so far as they are applicable but otherwise as agreed mutually.

##### 1.6.2 Remuneration and Reimbursable Expenditures

It is understood that the fee quoted by Consultants cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting by home office staff not included in the Personnel listed in tender and (C) the Consultants' fee, (D) bonuses or other means of profit-sharing, if any, and (E) all other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.

##### 1.6.3 Currencies of Payment:

- a) All payments by the Employer under this contract will be made only in Indian Rupees.
- b) The Fee quoted by the Consultant shall be inclusive of but not limited to specific requirements, such as on account of:
  - i) Expatriate staff employed directly on the work
  - ii) Social, insurance, medical and other charges relating to such expatriate staff and foreign travel expenses;
  - iii) Depreciation and use of imported plant and equipment, including spare parts, required for the works
  - iv) Foreign insurance and freight charges for plant and equipment, including spare parts etc.
  - v) Overhead expenses, fees and financial charges arising outside India in connection with the works

##### 1.6.4 Mode of Billing and Payment:

Billing and payments in respect of the Services shall be made as follows:-

- (a) No advance payment shall be paid to the Consultant.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable pursuant to General Condition for such month. The payment is as per Financial Proposal and shall become due and payable as and when the task assigned in such stages completed in all respect.
- (c) The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 30 days of date of certification of the bill by the Employer. For the final bill, the payment shall be made within 45 days of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within seven

working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within seven days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

## 1.7 Fairness and Good Faith

### 1.7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### 1.7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 1.8 hereof.

## 1.8. Settlement of Disputes

### 1.8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### 1.8.2 Dispute Settlement

Disputes shall be settled by arbitration in accordance with the following provisions: All disputes in respect of subject contract shall be settled by arbitration in accordance with the Arbitration and conciliation Act, 1996 or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and Project Management Consultant. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding Arbitrator. The language of Arbitration shall be English.

Only questions and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work.

While invoking arbitration the contractor shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of Arbitrator.

If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from Engineer-in-Charge that final bill is ready for

payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties. The arbitration proceeding shall take place in Kolkata only. However, all disputes are subject to exclusive jurisdiction of courts at Kolkata, only.

#### 1.9. Liquidated damages:

##### 1.9.1 Liquidated Damages for error/ variation:

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 percent) of the Agreement Value.

##### 1.9.2 Liquidated Damages for delay:

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted without levying Liquidated Damages (LD).

##### 1.9.3 Encashment & appropriation of Performance Security:

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of Liquidated Damages specified in this Clause- 1.9.

##### 1.9.4 Penalty for deficiency in Services:

In addition to the Liquidated Damages not amounting to penalty, as specified in Clause- 1.9, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the project or on the reputation of the Authority, other penal action including debarment for a specified period may also be initiated as per policy of the Authority. The time period for the various stages of services as indicated in financial proposal.

## ANNEXURE-I: Form of REQUEST FOR PROPOSAL

### LETTER OF PROPOSAL

(On Applicant's, letterhead)

[Location, Date]

To

General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

**Sub:** RFP dated [date] for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK."

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined All relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the..... Project. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.7 of the RFP document.
  8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
  9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
  10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
  12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
  13. The Bid Security of Rs. .... (Rupees .....) in the form of a Demand Draft is attached, in accordance with the RFP document.
  14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
  15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
  16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-5.
  17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at client's format. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
  18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
  19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
  20. I/We agree and undertake to abide by all the terms and conditions of the RFP

Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

## **ANNEXURE-II: CORPORATE INFORMATION OF BIDDER**

1. Registered Name of the Company:
  - a. Country of incorporation:
  - b. Type of entity:
  - c. Address of the corporate headquarters and its branch office(s), if any, in India:
  - d. Date of incorporation and/or commencement of business:
  - e. PAN number:
  - f. GSTIN number:
  - g. Company contact details: Email:
  - h. Phone number:
  - i. Fax number:
  
2. **Details of the Chief Executive of the company or individual(s) who will serve as point of contact for Syama Prasad Mookerjee Port, Kolkata within the company:**
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-mail address:
  - g. Fax Number:
  
3. **Name, designation, address and phone numbers of Authorized Signatory of the Bidder:**
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-mail address:
  - g. Fax Number:
  
4. **Bank details of the Company:**
  - a. Name of the Bank:
  - b. Bank (Branch) Postal address:
  - c. Bank Account number:
  - d. Nature of the Account (Current/SB/CC):
  - e. RTGS-Code of the Branch:
  - f. NEFT-Code of the Branch:
  - g. MICR Code:



## ANNEXURE-III: LEGAL CAPACITY

### Legal Capacity

(To be forwarded on the letter head of the Applicant)

**Ref.**

**Date:**

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub:** RFP for "Appointment of Consultant for the preparation of Techno Economic Feasibility Report for augmentation of 08 nos. of projects through PPP Mode to be implemented both at Haldia Dock Complex (HDC), Haldia & Kolkata Dock System (KDS), Kolkata, SMPK."

Dear Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

\*Please strike out whichever is not applicable

## ANNEXURE-IV: POWER OF ATTORNEY

### Format for Power of Attorney

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ..... , who is presently employed with/ retained by us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Technical Consultant for the ..... Project, proposed to be developed by the ..... (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ..... , 20.....

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## ANNEXURE- V: E-PAYMENT FORM

### E- PAYMENT FORM

To

General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

We hereby give particulars for payment of the Works bill / Advance etc.

SI No	Particulars	
1	Name of the Consultant	
2	Address of the Consultant	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which Consultant operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account ( Whether SB A/c or Current A/c )	
9	Account No :	
10	PAN No.	
11	GST Registration No.	

Yours Sincerely

(Signature of Consultant)

## ANNEXURE-VI(a): DECLARATION FOR BID SECURITY

### Declaration for Bid Security

(Refer Clause 2.18)

To

General Manager  
Engineering Department  
JAWAHAR TOWER COMPLEX,  
P. O. Haldia Township, **DIST:** Purba Medinipur  
**PIN:** 721607, West Bengal, India  
Haldia Dock Complex  
Syama Prasad Mookerjee Port, Kolkata  
**Email:** [aganesan.hdc@kolkataporttrust.gov.in](mailto:aganesan.hdc@kolkataporttrust.gov.in)

**SUB:- E-TENDER FOR "APPOINTMENT OF CONSULTANT FOR THE PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR AUGMENTATION OF 08 NOS. OF PROJECTS THROUGH PPP MODE TO BE IMPLEMENTED BOTH AT HALDIA DOCK COMPLEX (HDC), HALDIA & KOLKATA DOCK SYSTEM (KDS), KOLKATA, SMPK."**

**Date:**

**Tender No.**

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signature with official seal:** (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

**Name:** (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate).

**(Note:** In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

## ANNEXURE-VI(b): BANK GUARANTEE FORMAT FOR BID SECURITY

**Proforma of Irrevocable Bank Guarantee (PERFORMANCE BOND) in lieu of cash Security Deposit, to be issued by the Kolkata/ 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.**

Ref. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_  
Date \_\_\_\_\_

To  
The Board of Trustees for the Port of Kolkata,  
**15, Strand Road**  
Kolkata – 700 001

Dear Sirs,

In consideration of the Board of Trustees For the Port of Kolkata, - (hereinafter referred to as the "EMPLOYER" which expression shall unless repugnant to the context or meaning thereof include its successors administrators and assigns) having awarded to \_\_\_\_\_, with registered office at \_\_\_\_\_ (hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a CONTRACT by issue of EMPLOYER'S work order dated \_\_\_\_\_ the same having been unequivocally accepted by the CONSULTANT resulting in a 'CONTRACT' bearing Letter Of Award No \_\_\_\_\_ dated \_\_\_\_\_ Valued at Rs \_\_\_\_\_ for " \_\_\_\_\_" and the CONSULTANT having agreed to prove a Contract performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. \_\_\_\_\_ (rupees only) to the EMPLOYER.

We, the Bank, Kolkata/ Haldia having its Head Office at (hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the CONSULTANT to the extent of Rs. -( \_\_\_\_\_ only) as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or without any reference to the CONSULTANT, Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between EMPLOYER and CONSULTANT or any dispute pending before any Court, tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges his guarantee.

EMPLOYER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the CONTRACT by CONSULTANT. Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the

exercise of any powers vested in them or any right which they might have against CONSULTANT, and to exercise the same at any time in any manner, and other to enforce or to forebear to enforce any covenants, contained or implied, in the CONTRACT between EMPLOYER and CONSULTANT or any other course of remedy or security available to EMPLOYER. The Bank shall not be released of its obligations under these presents by any exercise by EMPLOYER of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of employer or any other indulgence shown by EMPLOYER or by any other matter or thing whatsoever which under Law would, but for this provision, have the effect of relieving the bank.

The Bank also agreed that EMPLOYER at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that EMPLOYER may have in relation to the CONSULTANT'S liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs (rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, on whose behalf this guarantee has been given.

Dated, this ..... day of .....2010 ..... at .....

WITNESSES

-----  
(Signature) (Signature)

-----  
(Name) (Name)

-----  
(Official address) (Designation with Bank Stamp)  
+ Attorney as per power of Attorney No.

## ANNEXURE-VII: FORM OF AGREEMENT

### PROFORMA OF FORM OF AGREEMENT

Dated .....

THIS AGREEMENT made \_\_\_\_\_ day of \_\_\_\_\_ 21\_\_\_\_\_ between the "Board Of Trustees for the Port Of Calcutta , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and \_\_\_\_\_ (hereinafter called the "CONSULTANT" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part.

WHEREAS The TRUSTEES are desirous that certain works should be executed viz \_\_\_\_\_ and have accepted a Tender/Offer by the CONSULTANT for the execution, completion and maintenance of such works.

NOW THIS CONTRACT AGREEMENT WITNESSETH as follows:

In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract, hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

The said Tender/Offer & the acceptance of Tender/ Offer.

The Drawings.

The General Conditions of Contract.

Special Conditions of Contract (If any).

The Conditions of Tender.

The Specifications.

The Bill of Quantities.

All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.

In consideration of the payments to be made by the Trustees to the CONSULTANT as hereinafter mentioned the CONSULTANT hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.

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



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

have executed these presents on 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 the presence of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

## ANNEXURE-VIII: LIST OF EMPANELMENT OF CONSULTANT

### EMPANELMENT OF CONSULTANTS AS PART OF ESTABLISHMENT OF CENTRES OF EXCELLENCE TO BE CIRCULATED ACROSS MAJOR PORTS

#### Category – 1 (a) Marine Construction Work (Class A)

Category A		
Sl. No	Name of the Firm and Address	Contact Person and Contact Details
1	<b>M /s Royal Haskoningdhv Consulting Pvt. Ltd.</b> Plot no. B9A, 4th Floor, Tower B, Sector 62, Noida , Uttar Pradesh - 201301	Contact Person: Nishi Chandra Contact Number: 0120-4016100 Email: nishi.chandra@rhdv.com
2	<b>M /s L&amp;T Infra Engineering</b> 4th and 5th Floor, Triton Square (SKCL Building), C3-C7, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai, Tamil Nadu – 600032	Contact Person: Praveen Kumar Contact Number: 044-22509999 Email: Intieldel@Intiel.com
3	<b>M /s Tata Consultancy Services</b> 4th Floor, A tower 247 Park LBS Marg, Vikhroli (West) Mumbai, Maharashtra - 400083	Contact Person: S V Deshpande Contact Number: 022-61148181 Email: svdeshpande@tce.co.in
4	<b>M /s AECOM India Pvt Ltd.</b> 5th Floor, Building No. 10B DLF Cyber City, DLF Phase 2, Gurgaon, Haryana – 122002	Contact Person: Sanjeev Gupta Contact Number: 9582922318 Email: <a href="mailto:sanjeev.gupta@aecom.com">sanjeev.gupta@aecom.com</a>
5	<b>M /s WAPCOS Limited</b> 76-c, Sector 18, Gurgaon, Haryana - 122015	Contact Person: Saurabh Rai Contact Number: 0124-2397388 Email: <a href="mailto:wapdelhi@rediffmail.com">wapdelhi@rediffmail.com</a>
6	<b>M /s Pentacle Consultants (I) Pvt Ltd</b> B-406, Pranik Chambers, Saki nara, Saki Vihar Road, Andheri (E) , Mumbai, Maharashtra - 400072	Contact Person: Susmita Pawar Contact Number: 022-66952533 Email: contact@pentacleconsultants.com
7	<b>M/s Engineers India Limited</b> 1, Bhikaji Cama Place, Delhi - 110066	Contact Person: Sanjay Kumar Singh Contact No: 011-26762121 Email: eil.mktg@eil.co.in
8	<b>M/s Grafix Engineering Consultants Pvt Ltd</b> M-3 (2nd Floor) Hauz Khas, Shri Aurbindo Marg, Delhi - 110016	Contact Person: Shri T Kundu Contact Number: 011-41850099 Email: <a href="mailto:grafixdel@gecltd.com">grafixdel@gecltd.com</a>

9	<b>M/s Howe Engineering Project Private Limited</b> 81 Nehru Place, Delhi – 110019	Contact Person: Abhinav Joshi Contact No: 011-4950800 Email: howe@howeindia.com
<b>Category B</b>		
S. No	Name of the Firm and Address	Contact Person and Contact Details
1	<b>M/s Voyants Solutions Pvt Ltd</b> 403, 4th Floor, Park Centra, Sector 30, NH - 8, Gurugram, Haryana - 122001	Contact Person: Vishnu Saini Contact Number: 0124-4598200 Email : info@voyants.in
2	<b>M/s BMT Consultants (India) Pvt Ltd</b> 310 Sarthik Square, S G Highway, Ahmedabad, Gujarat- 380054	Contact Person: Rajan Narayan Contact Number: 7940028710 Email: rajan.narayan@bmtindia.org
3	<b>M/s STUP Consultants Private Limited</b> Plot 22-A, Sector 19C, Palm Beach Marg, Vashi, Navi Mumbai, Maharashtra - 400705	Contact Person: Mayank Singh Contact Number: 022-40887777, 27896244-45 Email: mayank.kushwah@stupmail.com
4	<b>M/s Sellhorn Technomech Marine and Infrastructure Consult Pvt. Ltd. in association with M/s Selhorn Germany</b> Chennai - 2nd floor, HTC Towers, 41, GST Road, Guindy, Chennai, Tamil Nadu - 600032	Contact Person: Sanjit Biswas Contact Number: 044-30066107 Email: stmic@technomechenergy.com
5	<b>M/s Spectrum Techno Consultants Pvt Ltd in consortium with M/s DY Engineering</b> 401, Raikar Bhawan, Plot No.9 Sec-17, Vashi, Navi Mumbai, Maharashtra - 400703	Contact Person: Priyanka Dange Contact Number: 022-41115900 Email: info@spectrumworld.net

**Category – 1 (b) General Civil, Mechanical and Electrical (Class A)**

<b>Category A</b>		
S/N	Name of the Firm and Address	Contact Person and Contact Details
1	<b>M/s Aarvee Associates Architects Engineers &amp; Consultants Pvt. Ltd.</b> Ravula Residency, Srinagar Colony Main Rd., Hyderabad, Andhra Pradesh - 500 089	Contact Person: D.K Subbaraju Contact Number: 040-23737633 Email: aarvee@aarvee.net
2	<b>M /s Royal Haskoningdhv Consulting Pvt. Ltd.</b> Plot no. B9A, 4th Floor, Tower B, Sector 62, Noida , Uttar Pradesh - 201301	Contact Person: Nishi Chandra Contact Number: 0120-4016100 Email: nishi.chandra@rhdv.com

3	<b>M /s L&amp;T Infra Engineering</b> 4th and 5th Floor, Triton Square (SKCL Building), C3-C7, Thiru-Vi-Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600032	Contact Person: Praveen Kumar Contact Number: 044-22509999 Email: Intieldel@Intiel.com
4	<b>M /s Tata Consultancy Services</b> 4th Floor, A tower 247 Park LBS Marg, Vikhroli (West) Mumbai, Maharashtra - 400083	Contact Person: S V Deshpande Contact Number: 022-61148181 Email: svdeshpande@tce.co.in
5	<b>M /s AECOM India Pvt Ltd.</b> 5th Floor, Building No. 10B DLF Cyber City, DLF Phase 2, Gurgaon, Haryana - 122002	Contact Person: Sanjeev Gupta Contact Number: 9582922318 Email: <a href="mailto:sanjeev.gupta@aecom.com">sanjeev.gupta@aecom.com</a>
6	<b>M /s WAPCOS Limited</b> 76-c, Sector 18, Gurgaon, Haryana - 122015	Contact Person: Saurabh Rai Contact Number: 0124-2397388 Email: <a href="mailto:wapdelhi@rediffmail.com">wapdelhi@rediffmail.com</a>
7	<b>M /s Pentacle Consultants (I) Pvt Ltd</b> B-406, Pranik Chambers, Saki nara, Saki Vihar Road, Andheri (E) , Mumbai, Maharashtra - 400072	Contact Person: Susmita Pawar Contact Number: 022-66952533 Email: <a href="mailto:contact@pentacleconsultants.com">contact@pentacleconsultants.com</a>
8	<b>M/s STUP Consultants Private Limited</b> Plot 22-A, Sector 19C, Palm Beach Marg, Vashi, Navi Mumbai, Maharashtra - 400 705	Contact Person: Mayank Singh Contact Number: 022-40887777, 27896244-45 Email: <a href="mailto:mayank.kushwah@stupmail.com">mayank.kushwah@stupmail.com</a>
9	<b>M/s Fichtner Consulting Engineers (I) Pvt Ltd</b> Menon Eternity, 9th Floor, No. 165, St. Mary's Road, Alwarpet, Chennai - 600018	Contact Person: Venkata Ramana Contact Number: 044-45932600 Email: <a href="mailto:bdt@chn.fichtner.co.in">bdt@chn.fichtner.co.in</a>
10	<b>M/s Tandon Urban Solutions Pvt Ltd in consortium with Rebel Group International BD.</b> 701 Harbhajan Building CST Kalina Santacruz East, Mumbai, Maharashtra - 40098	Contact Person: Amit Kumar Contact Number: 986768897 Email: <a href="mailto:tandondassociates@gmail.com">tandondassociates@gmail.com</a>
11	<b>M/s Engineers India Limited</b> 1, Bhikaji Cama Place, Delhi - 110066	Contact Person: Sanjay Kumar Singh Contact No: 011-26762121 Email: <a href="mailto:eil.mktg@eil.co.in">eil.mktg@eil.co.in</a>
12	<b>M/s Grafix Engineering Consultants Pvt Ltd</b> M-3 (2nd Floor) Hauz Khas, Shri Aurbindo Marg, Delhi - 110016	Contact Person: Shri T Kundu Contact Number: 011-41850099 Email: <a href="mailto:grafixdel@gecltd.com">grafixdel@gecltd.com</a>
13	<b>M/s Spectrum Techno Consultants Pvt Ltd in consortium with M/s DY Engineering</b> 401, Raikar Bhawan, Plot No.9 Sec-17,	Contact Person: Priyanka Dangde Contact Number: 022-41115900 Email: <a href="mailto:info@spectrumworld.net">info@spectrumworld.net</a>

	Vashi, Navi Mumbai, Maharashtra - 400703	
14	<b>M/s Howe Engineering Project Private Limited</b> 81 Nehru Place, Delhi - 110019	Contact Person: Abhinav Joshi Contact No: 011-4950800 Email: howe@howeindia.com
15	<b>M/s Worley Parsons India Private Limited</b> 5th Floor, B-Wing, i-think Techno Campus, Off Pokhram Road No.2 Thane (West), Maharashtra - 400607	Contact Person: Vignesh Ramadhas Contact Number: 022-67818000 Email: Vignesh.ramadhas@worleyparsons.com Chiranjeevi.ambati@worleyparsons.com