



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

**SELECTION OF CONSULTANT FOR
ISO 9001:2015 (QMS), ISO 14001:2015 (EMS), ISO 45001:2018 (OHSAS)
UNDER INTEGRATED MANAGEMENT SYSTEM (IMS)
AT SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

Tender No.:- Admn/T/177 dated 11.08.2021

ISSUED BY

Secretary (I/C)
Syama Prasad Mookerjee Port, Kolkata
Kolkata-700001
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August – 2021

INDEX

Clause No.	Item	Page
1.0	Notice inviting tender.	4
2.0	Schedule of Tender (SOT).	5
3.0	Pre-qualification Criteria.	7
4.0	Tender Authority.	9
5.0	Instruction to Bidder.	9
6.0	Mode of submission of Bid.	10
7.0	Other Instruction.	11
8.0	Bid Security Declaration	12
9.0	Security Deposit.	12
10.0	Instruction for filling the Bids.	13
11.0	Technical Evaluation	15
12.0	Pricing of Bids.	19
13.0	Final Evaluation	20
14.0	Duties & Taxes.	20
15.0	Acceptance of the Consultancy Services	21
Special condition of contract & Technical Specification		
16.0	General	22
17.0	Introduction	22
18.0	Scope of Work.	23
19.0	Adequacy of the Tender.	25
20.0	Implementation Schedule	25
21.0	Payment Terms.	25
22.0	Penalty for Default Delivery	26
23.0	Liaison Officer	26
24.0	Evaluation and comparison of Bids.	26
25.0	Bid Opening.	27
26.0	Applicability of GCC.	27
27.0	Insurance.	27
28.0	Termination of Contract.	27
29.0	Law of the Land.	28
30.0	Compliance of Labour Act.	29
31.0	Force Majeure.	29
32.0	Interpretation of contract Documents, Disputes & Arbitration.	29
Bill of Quantities		
33.0	General	32
34.0	Format of price Bid	32
	Annexure-I	34
	Annexure-II	35
	Appendix-1	36
	Appendix-2	37
	Appendix-3	38

	Appendix-4	39
	Appendix-5	40
	Appendix-6	41

1. Notice Inviting Tender

Online e-tenders are invited for **Selection of Consultant for ISO 9001:2015 (QMS), ISO 14001:2015 (EMS), ISO 45001:2018 (OHSAS) under Integrated Management System (IMS) at Syama Prasad Mookerjee Port, Kolkata**

Date & time of Pre-bid meeting	20.08.2021; 11:30 hrs (Video Conference through Zoom. Link will be shared on request through e-mail)
Last Date and time of closing of online submission of Bid	06.09.2021; upto 14:00 hrs

The bid document may be seen through the <https://kopt.enivida.in>. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender is also published on SMPK website (<https://smporkolkata.shipping.gov.in>)

**Secretary (I/C)
Syama Prasad Mookerjee Port, Kolkata**

2. SCHEDULE OF TENDER (SOT)

Name of Work	Selection of Consultant for ISO 9001:2015 (QMS), ISO 14001:2015 (EMS), ISO 45001:2018 (OHSAS) under Integrated Management System (IMS) at Syama Prasad Mookerjee Port, Kolkata.
Mode of tender	e-Procurement System (Online two-part Techno-Commercial Bid and Price Bid through https://kopt.enivida.in . The intending bidders are required to submit their offers electronically through e-tendering portal. Physical tender is not acceptable.
Estimated value of tender	Rs 18,88,333 exclusive of GST
Tender Document Fee	The intending bidders should submit the tender fee of INR 500 (Rupees Five Hundred) including GST as Bid document fee (non-refundable), to SMP Kolkata, through online RailTel E-wizard Portal (https://kopt.enivida.in/). Otherwise, scanned copy of the Tender fee payment is required to be submitted along with the bid offer. The original Tender fee instrument shall be submitted within 3 days from the closing of online submission of tender. Recognized MSMEs (Udyam registration) and Startups (DPIIT certificate of recognition) are exempted from submission of Tender Document Fee. If MSMEs intend to participate in the tender, for the items they are not registered during Udyam registration, then they will have to deposit tender document fee. In case of failure of submission of Tender fee as applicable, the bid will be summarily rejected, treating the same as non-responsive.
Tendering authority of SMPK	Secretary-I/c, Syama Prasad Mookerjee Port, Kolkata (SMPK) (formerly Kolkata Port Trust) Kolkata – 700001

Date of NIT available to parties to download	13.08.2021; 10 AM onwards
Last date of submission of Pre-Bid queries to SMPK in writing over email	18.08.2021
Date & time of Pre-bid meeting	20.08.2021; 11:30 hrs (Video Conference through Zoom. Link will be shared on request through e-mail)
Date of uploading replies to Pre-bid queries	25.08.2021
Date of starting of online submission of bid (Techno-commercial Bid & price bid)	26.08.2021
Last Date and time of closing of online submission of Bid	06.09.2021; upto 14:00 hrs
Date and time of opening of Techno-commercial bid	06.09.2021 ; at/after 15:00 hrs
Date and time of Presentation	To be informed separately by letter or E-mail.
Date and time of opening Price bid	To be informed separately by letter or E-mail

In case there is an unscheduled Holiday/Bandh/Strike on the prescribed dates, the next working day will be treated as the scheduled prescribed day for the same.

SMPK also reserves the sole right to extend the above dates, if required.

Secretary (I/C)

3. Pre-Qualification Criteria

The pre-qualification criteria shall be as follows:

S#	Eligibility Criteria	Document Required
1.	<p>The company should be a registered company in India under the Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 or Partnership Firm under Partnership Act, 1932 and Registered with the Goods and Service Tax Authorities. Should have been operating for the last three financial years (2018-19, 2019-20, 2020-21).</p> <p>(In case of mergers / acquisition / restructuring or name change, the date of establishment of the earlier / original partnership firm/limited company will be taken into account).</p>	<p>1. Copy of valid certificate of incorporation. 2. Partnership Deed/ Agreement 3. Copy of Goods and Service Tax Registration Certificate</p>
2	<p>The bidder organization should have achieved an average annual turnover of INR 15 Lakhs over the last three financial years (2018-19, 2019-20, 2020-21).</p> <p>In case of recognized MSMEs (Udyam registration) and startups (DPIIT certificate of recognition), the bidder organization should have achieved an average annual turnover of INR 7.5 Lakhs over the last three financial years (2018-19, 2019-20, 2020-21). If MSMEs intend to participate in the tender, for the items they are not registered during Udyam registration, then they should have achieved an average annual turnover of INR 15 Lakhs over the last three financial years (2018-19, 2019-20, 2020-21).</p>	<p>Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 years (i.e., 2018-19, 2019-20, 2020-21).</p>
3	<p>The bidder should not have been blacklisted/ debarred/ deregistered/ banned by SMP Kolkata or any Govt. organization. If found, the bid shall be disqualified.</p>	<p>Affidavit</p>
4	<p>The bidder should not be a Certification body. This bid is open to consulting and training organizations only. (This is kept so, to avoid any conflict of interest in the value-added implementation of Management System)</p>	<p>Self-Declaration</p>
6	<p>The bidder should be ISO 9001:2015 certified consultancy service organization.</p>	<p>Valid ISO Certificate with IAF Logo</p>

7	<p>The bidder should have at least 2 * (two) ICRA certified full time Lead Auditors for each ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 throughout the entire working period with SMP, Kolkata. These Lead auditors should have successfully implemented ** ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 in atleast 2 (two) Govt./ Semi-Govt./ PSU during last 7 years ending 31st March 2021.</p> <p>Notes: - * A common lead Auditor for two or multiple standards is acceptable. ** Successful implementation shall mean obtaining IMS certification. Date of receipt of such certification has to be during last 7 years ending 31st March 2021. *** During pendency of the contract, substitution of Lead Auditors by bidder may be allowed by SMPK, provided the substitute key personnel has equivalent qualification and experience, upon which initial evaluation was done.</p>	<ol style="list-style-type: none"> 1. List of Lead Auditors (along with ICRA Certification) on company's payroll 2. Full time employee proof should be submitted by CA for PF remittance. 3. ISO Certificates with mention of the lead auditor concerned.
8	<p>The bidder should have experience of providing consultancy services for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 (all three under single work order and certification year should be during the last 7 years ending 31st March 2021) to at least 2 (two) Govt./ Semi-Govt./ PSU unit in any sector with operating income of atleast 100 crore during the last 7 years ending 31st March 2021.</p>	<ol style="list-style-type: none"> 1. Work order and completion certificate 2. ISO Certificates 3. Proof of operating income of certified unit in the certification year
9	<p>The bidder should have experience of having completed/ ongoing similar works¹ during the last 7 years ending 31st March 2021, should be either of the following:</p> <ol style="list-style-type: none"> a) 3 (three) similar works, each costing not less than INR 7,55,333 or equivalent; <li style="text-align: center;">OR b) 2 (two) similar works, each costing not less than INR 9,44,167 or equivalent; <li style="text-align: center;">OR c) 1 (one) similar work costing not less than INR 15,10,666 or equivalent; 	<p>Work Order and Completion Certificate.</p>
<p>Similar works shall mean experience of carrying out consultancy services for "Certification of ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 (all three under single work order and certification year should be during the last 7 years ending 31st March 2021) in any Govt./ Semi-Govt./PSU organization"</p> <p>Cost of similar works is considered excluding of GST or other statutory taxes.</p>		

In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate from the Employer for the completed period of the contract.

4.0 Tender Authority

Secretary (I/C)
Syama Prasad Mookerjee Port, Kolkata
Kolkata-700001INDIA
Tel: +91-33 7101 2370
Fax: +91-33 2210 7367

E-mail: skdhar@kolkataporttrust.gov.in
Website: <https://smpportkolkata.shipping.gov.in>

5.0 Instructions to Bidders

- 5.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 5.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and references. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 5.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 5.4 In case there is an unscheduled Holiday / Bandh / Strike/ COVID-19 Lockdown on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 5.5 Tender Document (Non-transferable) will be available in the website: www.kolkataporttrust.gov.in / eNivida Portal. Parties downloading the tender document from SMP, Kolkata's website should ensure submission of either the Receipt from Treasurer, SMP, Kolkata or Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 5.6 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 5.7 Further amendments, if any, would also appear in the same website.

6.0 Mode of Submission of Bid

6.1 The tenders are to be submitted online in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition.

Part-I (Techno-Commercial) will contain the scan copy of the following documents (**along with the documents mentioned in Pre-Qualification criteria**):

- a. Treasury Receipt (TR) of the cost of bid document or Original Bank Draft / Bankers Cheque payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA'.
- b. A separate letter addressing to Secretary-I/c, Syama Prasad Mookerjee Port, Kolkata (SMPK) confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- c. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- d. Signed blank copy of Price Bid format.
- e. Form of Tender duly filled in bidder's Letter Head (Format in GCC).
- f. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- g. Current Trade License as applicable.
- h. Provident Fund Registration Certificate as applicable.
- i. A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
- j. Power of attorney in connection with signing the tender document. (original is to be submitted later)
- k. Memorandum & Article of Association in case of Limited Company.
- l. The Partnership Deed in case of Partnership Firm.
- m. Partnership Agreement under Liability Partnership Act
- n. All form and formats duly filled in as given at Appendixes.
- o. Copy of PAN/TAN
- p. Copy of GSTN

6.1.1 **The contractor shall submit the documents as per the Check List above (Clause-6.1) at the time of submission of the bid online.**

6.1.2 **THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, IT SHALL BE CONSIDERED THE BREACH OF BID SECURITY DECLARATION. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S). The original documents will have to be produced/shown by the bidder to SMP, Kolkata, as and when required, and failure of compliance may lead to rejection of bid.**

6.2 Part-II (Price Bid), price shall be quoted online as per the format without any condition or deviation.

6.3 Deadline for submission of Tender :- The completed tender shall be submitted online within the prescribed date as indicated in the SOT.

7.0 Other Instructions

7.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website (<https://kolkataporttrust.gov.in/> or <https://smpportkolkata.shipping.gov.in>), 'Homepage - Rule and Regulations - Non-Service Regulations'- 'General Conditions of Contract- Forms and Agreements'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

7.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

7.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

7.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer before the Prebid meeting. No individual reply to the above will be send but general clarification will be uploaded after considering the same in the Prebid meeting. No interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents on the basis of verbal communication. Every request for any clarification/ interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following email address:

E-mail : skdhar@kolkataporttrust.gov.in / sumanc@kolkataporttrust.gov.in

- 7.5 The bidders may please note that SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not entertain any correspondence or queries on the status of the offers received against this Bid.

Bidders are also requested not to depute any of their personnel or agents to visit SYAMA PRASAD MOOKERJEE PORT, KOLKATA's Offices for making such inquiries. Should SYAMA PRASAD MOOKERJEE PORT, KOLKATA find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

- 7.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject, accept or prefer any bid without assigning any reason whatsoever.

- 7.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMP, Kolkata will not be liable for any financial obligation in connection with any work until such time SMP, Kolkata communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

- 7.8 Amendment of Tender Documents :- At any time prior to the deadline for the submissions of tenders, SMP, Kolkata may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Tenderers / bidders shall not be construed as amendment to the Tender Document.

8.0 Bid Security Declaration

- 8.1 The bidders shall be required to submit a bid security declaration as per given format (annexure I) in lieu of submission of Earnest Money Deposit (EMD).

9.0. Security Deposit

The successful tenderer shall have to submit Security Deposit amount computed as per the undernoted percentage on the evaluated value of the tender as accepted by Syama Prasad Mookerjee Port, Kolkata in Demand Draft or in the form of Bank Guarantee as per the format provided in GCC

in favour of "Syama Prasad Mookerjee Port, Kolkata" from a National/Scheduled Indian Bank from its branch at Kolkata:-

Security Deposit
3% of the Total value of the work

In case Bank Guarantee is issued by a branch outside Kolkata, the same shall be counter-guaranteed by a Kolkata branch of the same bank. The Bank Guarantee shall remain valid for 3 months beyond the contract period. The Security Deposit will be released within 90 days after successful completion of the contract period without any interest.

- 9.1 Security Deposit should be submitted within 20 calendar days, on receipt of Letter of Acceptance. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court.
- 9.2. The Security Deposit shall be held by the Secretary, SMP Kolkata as security for the performance of the contractor's obligation under the contract. The Security Money shall be refunded without any interest after successful completion of the contract subject to recovery of damage and / or loss incurred, if any, by SMP Kolkata due to default on the part of the contractor.
- 9.3 The Secretary, SMP Kolkata shall have the right to ask for the extension of the above Demand Draft/Bank Guarantee till such time the Contractual obligations are fulfilled and the Contractor will be duty bound to extend the same as asked by General Manager, Marine.
- 9.4 Bank Guarantee shall be issued by any Indian scheduled bank, having branch at Kolkata, In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Kolkata High Court.

10.0 Instructions for Filling the Bids

- 10.1 The bids can only be submitted in the name of the bidder.
- 10.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 10.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.

- 10.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 10.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 10.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 10.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 10.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 10.9 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SYAMA PRASAD MOOKERJEE PORT, KOLKATA deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMP, Kolkata and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

11.0 Technical Evaluation

S#	Parameters	Max Marks	Documents Required
1	<p>Company Profile Profile of company in terms of experience, number of years in business in India since incorporation</p> <ul style="list-style-type: none"> • 5 or more than 5 Years – 3 Marks • 3 or more than 3 Years but less than 5 Years – 2 Marks 	03	<ol style="list-style-type: none"> 1. Copy of valid Certificate of Incorporation 2. Copy of GSTcertificate
Organization Manpower Capability			
2	<p>a. Number of ICRA certified Lead Auditors FULL TIME Employees in the firm for ISO 9001:2015</p> <ul style="list-style-type: none"> • 1 marks for each certified Lead Auditor • Max marks 3 <p>b. Number of ICRA certified Lead Auditors FULL TIME Employees in the firm for ISO 14001:2015</p> <ul style="list-style-type: none"> • 1 marks for each certified Lead Auditor • Max marks 3 <p>c. Number of ICRA certified Lead Auditors FULL TIME Employees in the firm for ISO 45001:2018</p> <ul style="list-style-type: none"> • 1 marks for each certified Lead Auditor • Max marks 3 <p>d. Number of certifications implemented by the above certified Lead Auditors during last 7 years ending 31st March, 2021 for ISO 9001:2015 –</p> <ul style="list-style-type: none"> • 2 – 5 :- 1 mark • 6 - 10 :- 2 marks • Above 10 :- 3 marks <p>e. Number of certifications implemented by the above</p>	18	<ol style="list-style-type: none"> 1. List of Lead Auditors (along withrespective ICRA certifications) on company's payroll 2. Full time employee proof should be submitted by CA for PF remittance. 3. Signed List of certifications implemented by the concerned certified Lead Auditor(s)

	<p>certified Lead Auditors during last 7 years ending 31st March, 2021 for ISO 14001:2015 –</p> <ul style="list-style-type: none"> • 2 – 5 :- 1 mark • 6 - 10 :- 2 marks • Above 10 :- 3 marks <p>f. Number of certifications implemented by the above certified Lead Auditors during last 7 years ending 31st March, 2021 for ISO 45001:2018</p> <ul style="list-style-type: none"> • 2 – 5 :- 1 mark • 6 - 10 :- 2 marks • Above 10 :- 3 marks 		
3	<p>a. Number of certified Internal Auditors FULL TIME Employees in the firm for ISO 9001:2015</p> <ul style="list-style-type: none"> • 0.5 marks for each Internal Auditor • Max marks 3 <p>b. Number of certified Internal Auditors FULL TIME Employees in the firm for ISO 14001:2015</p> <ul style="list-style-type: none"> • 0.5 mark for each Internal Auditor • Max marks 3 <p>c. Number of certified Internal Auditors FULL TIME Employees in the firm for ISO 45001:2018</p> <p>g. 0.5 marks for each Internal Auditor</p> <p>h. Max marks 3</p>	9	<ol style="list-style-type: none"> 1. List of Internal Auditors (with respective certifications) on company's payroll 2. Full time employee proof should be submitted by CA for PF remittance.
<p>Work Experience (all three standards - ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 – should be under single work order and certification year should be during the last 7 years ending 31st March 2021)</p>			
4	<p>Experience of providing consultancy services for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 to any Govt./ Semi-Govt./ PSU unit in any sector</p>	4	<ol style="list-style-type: none"> 1. Work order and completion certificate 2. Documentary proof of operating income of the certified unit in the

	<p>with operating income of atleast INR 100 crore</p> <ul style="list-style-type: none"> • 2 marks for each project • Max marks 4 		<p>certification year</p> <p>3. ISO Certificates</p>
5	<p>Experience of providing consultancy services (atleast 1 project) for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 to any Govt./ Semi-Govt./ PSU unit in any sector with operating income of</p> <ul style="list-style-type: none"> • Equal or more than 500 Crore – 5 marks • Equal or more than 300 Crore but less than 500 Crore – 4 marks • Equal or more than 100 Core but less than 300 Core – 3 marks • Less than 100 Crore – 0 marks 	5	<p>1. Work order and completion certificate</p> <p>2. Documentary proof of operating income of the certified unit in the certification year</p> <p>3. ISO Certificates</p>
6	<p>Experience of providing consultancy services for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 to any Govt./ Semi-Govt./ PSU unit in transportation domain (Port including Land Port/ Rail/ Road Transport/ Air) with operating income of atleast INR 100 crore</p> <ul style="list-style-type: none"> • 2 marks for each project • Max marks 4 	4	<p>1. Work order and completion certificate</p> <p>2. Documentary proof of operating income of the certified unit in the certification year</p> <p>3. ISO Certificates</p>
7	<p>Experience of providing consultancy services (atleast 1 project) for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 to any Govt./ Semi-Govt./ PSU unit in transportation domain (Port including Land Port/ Rail/ Road Transport/ Air) with operating income of</p> <ul style="list-style-type: none"> • Equal or more than 500 Crore – 5 marks • Equal or more than 300 Crore but less than 500 Crore – 4 marks • Equal or more than 100 Core but less than 300 Core – 3 marks 	5	<p>1. Work order and completion certificate</p> <p>2. Documentary proof of operating income of the certified unit in the certification year</p> <p>3. ISO Certificates</p>

	<ul style="list-style-type: none"> Less than 100 Crore – 0 marks 		
8	<p>Experience of providing consultancy services for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 to any Govt./ Private river/sea Port of India with operating income of atleast INR 100 crore</p> <ul style="list-style-type: none"> 3 marks for each project Max marks 9 	9	<ol style="list-style-type: none"> Work order and completion certificate Documentary proof of operating income of the certified unit in the certification year ISO Certificates
9	<p>Experience of atleast 1 (one) consultancy project for ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018 to any Govt./ Private river/sea Port of India with operating income of</p> <ul style="list-style-type: none"> Equal or more than 500 Crore – 8 marks Equal or more than 300 Crore but less than 500 Crore – 6 marks Equal or more than 100 Core but less than 300 Core – 4 marks Less than 100 Crore – 0 marks 	8	<ol style="list-style-type: none"> Work order and completion certificate Documentary proof mentioning operating income of the certified unit in the certification year IMS Certificate
Approach & Methodology			
10	<p>Approach & Methodology: - Demonstration of in-depth understanding of the project requirements through the technical proposal and presentation, with detailed broken-down activities to be undertaken with work schedule.</p>	20	<p>The approach and methodology shall be a maximum of 10 pages of written text. The Bidder will be invited for Power Point presentation in front of Committee / Competent Authority to evaluate the presentation</p>
Financial Capability			
11.	<p>Average Annual turnover during last 3 financial years</p> <ul style="list-style-type: none"> ranging from INR 15 lakhs to less than INR 16 lakhs – 5 Marks ranging from INR 16 lakhs to less than INR 30 lakhs – 6 Marks ranging from INR 30 lakhs to 	15	Appendix 5 of this NIT

	<p>less than INR 50 lakhs – 7 Marks</p> <ul style="list-style-type: none"> • ranging from INR 50 lakhs to less than INR 75 lakhs – 8 Marks • ranging from INR 75 lakhs to less than INR 1 crore – 9 Marks • ranging from INR 1 crore to less than INR 1.5 crore – 10 Marks • ranging from INR 1.5 crore to less than INR 2 crores – 11 Marks • ranging from INR 2 crores to less than INR 3 crores – 12 Marks • ranging from INR 3 crores to less than INR 4 crores – 13 Marks • ranging from INR 4 crores to less than INR 5 crores – 14 Marks • ranging from INR 5 crores and above – 15 Marks 		
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For each technical proposal, the total points that can be awarded for the bidder is 100, the minimum technical score (T) that Bidder requires to qualify for opening of the financial proposal is 70.

The Highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (Ts) of 100. The formula for determining the technical score (Ts) all other proposal is calculated as follows

$T_s = 100 \times T/Th$, in which “Ts” is the Technical Score, “Th” is the highest technical score given and “T” is the Technical Score of the proposal under consideration. The technical scores will be calculated up to 2 decimal points.

12.0 Pricing of the bid

12.1 General:

The Bid shall be quoted in and as per format of Price Bid and BoQ.

12.2 Currency of quotations

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any currency other than Indian Rupees (INR).

12.3 Price Bid Evaluation

The lowest evaluated financial proposal (Fs) will be given a maximum financial score (Fm) of 100 points. The formula for determining financial score of other proposal will be computed as follows:

$F_s = 100 \times F_m / F$, in which “Fs” is the financial score, “Fm” is the lowest price, and “F” is the price of proposal under consideration. The financial scores will be calculated up to 2 decimal points.

12.4 Validity of Price Bid

Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Techno- commercial Bid).

13.0 Final Evaluation

The Proposal shall be ranked as per the combined technical (Ts) and Financial (Fs) score using the weights (T = the weight given to technical proposal (0.75); P = the weight given to Financial Proposal (0.25); T + P=1) as follows:

$S = T_s \times T + F_s \times P$ shall be the first ranked applicant (having the highest combined score). The Second rank applicant shall be kept in reserve and may be invited for negotiation in case first ranked bidder withdraws or fail to with the requirement specify with in RFP. In case the highest combined score is the same for more than one bidder, the bidder with the higher financial bid score will be the first ranked applicant.

14 Duties and Taxes

- a. The prices quoted shall be as per BOQ including all statutory levies excluding GST.
- b. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with SYAMA PRASAD MOOKERJEE PORT, KOLKATA, then payments to Supplier / Service Provider to the

extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to SYAMA PRASAD MOOKERJEE PORT, KOLKATA in terms of GST laws and that the credit of GST so taken by SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not required to be reversed at a later date along with applicable interest.

- d. SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to SYAMA PRASAD MOOKERJEE PORT, KOLKATA for the fault of supplier shall be recovered by SYAMA PRASAD MOOKERJEE PORT, KOLKATA by way of adjustment in the consideration payable.
- e. Supplementary invoice/debit note/credit note for price revisions to enable SYAMA PRASAD MOOKERJEE PORT, KOLKATA to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by SMP, Kolkata in addition as the same are not included in the quoted rates.

15 Acceptance of the Consultancy Services

Consultancy Services provided by the consultant for IMS certification (ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018) is subject to the acceptance by the Engineer of the contract.

**Special Conditions of Contract
&
Technical Specifications**

16.0 General

The provisions of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of Contract, only to the extent of such repugnancy or variations in the Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

17.0 Introduction

Syama Prasad Mookerjee Port, Kolkata (formerly Kolkata Port Trust) is a statutory body operating under the Ministry of Ports, Shipping and Waterways, Govt. of India. The Port comprises two dock systems namely – Kolkata Dock System and Haldia Dock Complex. Both the docks are primarily engaged in handling of export and import cargo. The docks handle variety of cargo e.g. containers, dry bulk, break bulk, liquid.

Overall SMP Kolkata employs more than 3000 employees. The departments/divisions engaging these employees are –

Kolkata Dock System:

1. Civil Engineering
2. Finance (including Planning and Research Division)
3. General Administration (including Port Security Division, Labour and Industrial Relationship Division, Legal Division, Estate Division)
4. Hydraulic Study (including EDP division)
5. Marine
6. Mechanical & Electrical Engineering (including Materials Management Division)
7. Medical
8. Traffic
9. Vigilance

Haldia Dock Complex:

1. Administration (including estate)
2. Engineering
3. Finance
4. Marine
5. Medical
6. Traffic

For further details of this port covering KDS & HDC; refer SMP, Kolkata's website

17.1 Background of ISO Certifications at Kolkata Dock System

ISO 9002:1994 Standards for Kolkata Dock System (KDS) was first introduced during year 1999 with selected department of KDS covering Management of Riverine Port & Related Service Activities in respect of Container Complex at 7 & 8 NS dock, Pilotage Division, River Survey Division, Communication Division and Hydraulic Study Department.

Finally KDS was certified for the first time by Indian Register Quality Systems (IRQS) as ISO 9002:1994 on 9th December 2001 and the same was valid upto 14th December 2003. Subsequently the Quality Manual and Quality Procedure were upgraded from ISO 9001: 1994 to ISO 9001: 2000 by engaging a consultant. The certificate was also upgraded as per ISO 9001: 2000 & was valid for three year period.

Thereafter, arrangements were made to upgrade the certificate from ISO 9001: 2000 to ISO 9001: 2008 in 2010 by the certification body IRQS covering different departments of KDS. The certificate was again renewed by the certification body IRQS during, 2013 & 2016.

17.2 Background of ISO Certifications at Haldia Dock Complex

HDC is certified/ upgraded with ISO 9001:2015 since 2018 covering all departments (including Medical). **Renewal Audit for ISO 9001:2015 was conducted by IRQS (the Certification Body) in March 2021 and being satisfied they renewed the certificate for three years i.e. upto May 2024, subject to two satisfactory yearly Surveillance Audit which would be conducted in 2022 & 2023.**

18.0 Scope of Work

1. Undertake gap analysis followed by corrective & preventive actions required for obtaining IMS certification (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018).
2. This gap analysis shall be arranged for identification of all regulatory requirements, assist in obtaining licenses, certificates and fulfilment of the other requirements, including maintaining of valid documents/ permissions/ clearances etc. Action to be taken to achieve/ fulfil the requirements as per the gap analysis in KDS & HDC. PDCA Cycle is to be used in SMP, Kolkata for continual improving processes, products or services, and for Identification/resolving problems in KDS & HDC and for successfully implementation of the desired IMS certification as mentioned above.
3. Trainings and Awareness Programs to be conducted by qualified lead auditor(s) for SMP, Kolkata employees/ contractor's employees etc at KDS & HDC separately for successful implementation of IMS Certification covering, ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018. The trainer shall have at

least 2 years experience in training & preparation of documents for IMS certification (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) & the contractor shall train to assist successfully to implement IMS certification. Venue for training is to be selected at KDS & HDC respectively in consultation with Secretary/GM (M&S). Details of the training required at KDS & HDC are given below:

- a. Arrange ½ day awareness programme for Head of the Departments (HoDs) / Dy. HoDS
 - b. Arrange ½ day awareness programme for nominated employees from all levels including some of the contractor's employees (½ day separately in 6 batches)
 - c. Training of one Nodal officer from each Deptt. / Division for 2 days.
 - d. Training of Internal Auditors for 2 days from each Deptt. / Division (2-8 numbers of officers depending on size of Deptt. /division) for two days
 - e. The above trainings required to be arranged through authorized competent trainer as per the requirements of the international standards and acceptable to all International Certification bodies including IRQS/DNV etc.
4. The Resource personnel of Consultant expected to be involved for discussions with SMP, Kolkata officers for preparation of all documents forms formats etc shall be Qualified lead Auditor related to IMS certification (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) & have experience for successfully implementation of above certification process.
 5. Preparation of IMS Manual, IMS procedure documents, forms & formats etc. to be prepared covering QMS (ISO 9001:2015 Standard), EMS (ISO 14001:2015 Standard) & OHSMS (ISO 45001: 2018 standard).
 6. Arrange for Internal Audits by Internal Auditors & Closing/ Resolving of all Non-conformities (NC's) raised during internal audits. The representatives of consultant shall also remain present during internal audits and assist/ train auditors for writing of NCs during internal audit process in KDS & HDC up to certification audits.
 7. Provide assistance for engaging external certification agency for KDS & HDC for pre-certification & certification audit.
 8. Assist for evaluation of documents & records required by the certification body and arrange for pre-certification audit by the certification body. Assist during the entire pre-certification audit process.
 9. Assist for closing of NCs raised in the pre-certification audit/ certification audit. Correction of documents & records, etc as per the NCs/suggestion by the certification body.
 10. Arrange & participate in the Management Review Meeting. Suggest corrective action if any required.
 11. Arrange for certification audit by the certification body & assist during the entire certification audit process.
 12. Closing/ Resolving of all NC's/ suggestions by certification body if any, till certificate is issued by certification body.
 13. Facilitation of IMS certification covering QMS (ISO 9001:2015 Standard), EMS (ISO 14001:2015 Standard) & OHSMS (ISO 45001: 2018 standard) by certification body.

14. Assisting for identification & closing of NC's raised during 1st & 2nd surveillance audit by the external body and arrange for closing of NCs raised by the certification body.

Above scope of work is applicable to both, KDS and HDC separately. Hence, the selected bidder shall prepare manuals procedures etc. separately for KDS and HDC.

19.0 Adequacy of the tender:

The intending tenderers are expected to visit the sites and satisfy themselves on the actual site conditions before tendering. Whatever information given in the tender document is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer including the suitability and capability of the equipment proposed to be deployed for execution of the work.

20.0 Implementation Schedule:

The service provider will arrange to complete the IMS (ISO 9001:2015, ISO 14001:2015 and ISO 45001:2018) certification processes at KDS and HDC within 6 months of receipt of Work Order.

21.0 Payment Terms

Payment shall be made considering the complete quoted price (Part A + Part B) as per clause 34.

Sl. No.	Milestone	Payment (%)		Total Payment (%)
		KDS	HDC	
1	Completion of Gap Assessment Activity (clause 18.1, 18.2)	5%	5%	10%
2	Completion of Training & Awareness Program (clause 18.3)	5%	5%	10%
3	Completion of Documentation and Process Implementation (clause 18.4, 18.5)	6%	6%	12%
4	Completion of Review of Document & pre-Certification audits by Certification body & closure of NCS (clause 18.8 & 18.9)	4%	4%	8%
5	After completion of Certification Audit & on	14%	14%	28%

	final Receipt of all ISO certificates of KDS & HDC			
6	1 st Surveillance Audit by Certification body	8%	8%	16%
7	2 nd Surveillance Audit by Certification body	8%	8%	16%
		50%	50%	100%

(Bill to be raised after completion of each work for both KDs & HDC)

22.0 Penalty for Default Delivery

In the event, the project is not commissioned as per clause 20.0 above, SMP Kolkata will be at liberty to deduct from any sum or money then due or to become due to the service provider as and for Liquidated Damages @ 0.5% of the contract price per week or prorata for each day of the week subject to ceiling of 10% of the contract price. PROVIDED ALWAYS that if the representatives shall certify in writing that such delay or any portion thereof has arisen either in connection with works of the service provider from a general strike or sectional strike of workmen or other general or sectional disputes of workmen or employers or combinations of workmen and employers or accidental fire or destruction of the service provider's works or from Act of God or other causes which in the opinion of the representative were unavoidable and could not be foreseen or overcome by the service provider then and in such cases the Competent authority shall have power to extend accordingly the time fixed for completion.

23.0 Liaison Officer

A Liaison Officer should be deployed by the Contractor. Such liaison officer shall have Mobile Phone (with internet/ whatsapp facility). The Liaison officer shall be available to work from home in case of any lockdown due to Covid 19 pandemic or any other reasons.

24.0 Evaluation and Comparison of Bids

24.1 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to accept price part of the offer (part-II) of only such bidders who achieve minimum technical score of 70 as described in section 11 along with fulfilling mandatory requirements and whose commercial proposals are complete and acceptable. SYAMA PRASAD MOOKERJEE PORT, KOLKATA's decision in this regard shall be final and binding on the bidder. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may not open the price part of the offer (Part-II) of the bidders who fail to achieve minimum technical score of 70 or do not fulfil the mandatory requirements or whose commercial proposals are incomplete or unacceptable.

- 24.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not be duty bound to notify the names of unsuccessful bidders nor the reasons for the same.
- 24.3 SYAMA PRASAD MOOKERJEE PORT, KOLKATA also reserves the right to obtain revised commercial bid if necessary, from the technically acceptable bidders.
- 24.4 The Bids received and accepted will be evaluated using Quality and Cost Based Selection (QCBS) as indicated in this document.

25.0 Bid Opening

Part-I: Technical and Commercial Aspects

Part-II: Price part of the offer

Price Bid of only those Bidders, who achieve minimum technical score of 70 (as per section 12) along with fulfilling mandatory requirements and whose commercial proposals are complete and acceptable, shall be opened on the scheduled date or a subsequent date, which will be intimated at least 24 hours in advance.

26.0 The general conditions of contract of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website, 'Homepage - Rule and Regulations - Non- Service Regulations'- 'General Conditions of Contract- Forms and Agreements'.

27.0 Insurance

All persons deployed by the service provider for the subject work shall be insured by the service provider at his/ her own cost. SMP, Kolkata shall not be responsible in any manner for any accident to the personnel engaged by the service provider or persons deployed (if any) during the project implementation.

28.0 Termination of Contract

28.1 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, as communicated by the Engineer shall be final, binding and conclusive:

a) If the Contractor fails to commence operation within 15 days from the date of issue of 'Work Order'. However, Engineer shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Contractor.

b) The Contractor has abandoned the contract.

c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.

d) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.

e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.

f) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

28.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.

29.0 Law of the Land

29.1 All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control must be complied by the contractor at their own cost. SMP, Kolkata shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by SMP, Kolkata.

29.2 The Contractor shall at all times observe and comply with all prevailing laws including regulations that are relating to works under the scope of the contract. The contractor shall follow instructions in this regard given by SMP, Kolkata. The Contractor shall carry out his work strictly in a manner which shall not obstruct or endanger the usual operation of subject marine vessels and the dumper.

30.0 Compliance of Labour Act

The contractor shall comply with the Contract labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923, Minimum Wage Act, 1948 and Employer's Insurance and any other Labour and other Laws in force as on date (contractor being deemed to be the employer in all cases).

31.0 Force Majeure

i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.

ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub-Contractor's Employees) and hurricane. Time of performance shall be extended by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.

iii) Time for performance of the relative obligation suspended by the 'force majeure' shall stand extended by the period for which such cause lasts.

32.0 Interpretation of contract documents, disputes and arbitration

32.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

32.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award /

decision, require that the matter shall be referred to Chairman or BoT, SMP, Kolkata for taking a view on the dispute.

- 32.3 If there is still no settlement as mentioned at Clauses – 33.1 & 33.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.
- 32.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.
- 32.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.
- 32.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.
- 32.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 32.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.
- 32.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

32.10 During the contract period, SMP Kolkata shall facilitate free entry pass to the officials of the contractor during their visit to Port premises. Further, the contractor shall arrange its own transport to reach any office/premise of SMP Kolkata, however free car entry permit in docks shall be provided by SMP, Kolkata during the contract period.

32.11 During the contract period, the employees of contractor may utilise boarding facilities at Port's guest house at Kolkata and Haldia (subject to availability) on chargeable basis – charges equivalent to that applicable for employees of SMP Kolkata. Existing charges at Kolkata and Haldia guest house for SMP Kolkata employees are Rs 500 per bed per day and Rs 150 per bed per day, respectively.

Provided always as follows:

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

Bill of Quantities

Preamble to Bill of Quantities

33.0 General

33.1 The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.

33.2 The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.

33.3 The rates quoted shall be in both figures and words and that in words shall prevail.

34.0 Format of Price Bid:

BOQ:

Part-A:

Sl. No.	Description	Quantity (Unit)	Price per unit (INR)	GST (INR)	Total Amount (INR)
1	Consultancy service charges for ISO 9001:2015 (QMS), ISO 14001:2015 (EMS), ISO 45001:2018 (OHSAS) under Integrated Management System (IMS) for Kolkata Dock System and Haldia Dock Complex as mentioned in the Scope.	01			
Total Price of Part A					

Part-B:

Sl. No.	Description	Quantity (Unit)	Price per unit (INR)	GST (INR)	Total Amount (INR)
1	Post IMS Certification (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018)	02			

	surveillance audit and training for Kolkata Dock System as per scope of work in this RFP for two years.				
2	Post IMS Certifications (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018) surveillance audit and training for Haldia Dock Complex as per scope of work in this RFP for two years.	02			
	Total Price of Part B (1+2)				INR

Net Price/ Evaluation (Total Price of Part-A + Total Price of Part-B) =
INR_____

Note:

1. The above rates will include all taxes and duties except Goods and Service tax and no change will be entertained during the contractual period.
2. The quoted price will be valid for entire consultancy services as mentioned in the scope. No escalation in price bid will be entertained during the contract period.
3. GST shall not be considered for evaluation. However, GST will be paid as per applicable rate.

Annexure-I

**BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF
EARNEST MONEY DEPOSIT (EMD)
(On Bidder's letter head)**

I/We, the authorized signatory of M/S

.....
Participating in the subject Tender No, for
the job of

....., do hereby declare:

- i. That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject tender and no EMD being deposited for the said tender.
- ii. That in the event we withdraw/modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a performance security within the given timeline OR I/we commit any other breach of tender conditions which attracts penal action of forfeiture of EMD then I/we will be suspended from being eligible for bidding/award of all future contract(s) of Syama Prasad Mookerjee Port, Kolkata for a period of two years from the date of committing such breach.

Signature and seal of authorized signatory of bidder

Name of authorized signatory.....

Annexure-II

FORM OF AGREEMENT (On Rs. 50/- STAMP PAPER)

THIS AGREEMENT made thisday of.....20..... between the Board of Trustees for the Syama Prasad Mookerjee Port, a body corporate constituted by the Major Port Trusts Act, 1963 (thereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and

..... (hereinafter called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Trustees are desirous that certain works should be executed / constructed , viz. and have accepted a Tender / Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows :

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

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

- (a) The said Tender / Offer & the acceptance of the Tender / Offer
(b) The General Conditions of Contract
(c) The Special Conditions of Contract (d) The Conditions of Tender
(e) The Technical Specifications
(f) The Schedule of Rates
(g) The Terms of Payment
(h) All correspondence by which, the contract is added, amended, varied or modified in any way by mutual consent.

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

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

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

Contractor

Secretary (I/C)
Syama Prasad Mookerjee Port, Kolkata

Witness

1.....

2.....

Appendix-1

(I) Details in respect of the Company /Firm (Indian /Foreign).

Sl. No.	Name of Firms / Bidders.	Date of registration of the Company.	Address of Head Office, Regional Office and Registered Office.	Previous name of the company if any.	Details of earlier approvals, if any (ref. No. & date)

(II) Details of criminal cases, if any against the Company / Director (s) as per below format.

SECRET

Self declaration for company of Director(s) for whom security clearance is sought.

- a. Name and address and registration number of the company:
- b. Name and address of owners, promoters and directors of the company:
 - 1. -----
 - 2. -----
 - 3. -----
 - 4. -----
- c. Is the company owners, promoters or directors listed above the subject of any:
 - 1. Preventive detention proceedings (PSA/NSA etc.): Yes / No.
 - 2. Criminal proceedings : Yes / No.
- d. If, Yes. Please provide following details.
 - 1. Detention / Case /FIR/ Warrant number:
 - 2. Police station / District / Agency:
 - 3. Section of law:
 - 4. Name and place of the court:
- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorised signatory of the company.

APPENDIX- 2

Format For Power Of Attorney For Signing of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer] to sign the tender [(Tender No.and (Tender subject-“.....”)] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by SYAMA PRASAD MOOKERJI PORT, KOLKATA (SMP, Kolkata) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr. _____)

For _____(Name of the Tendererwith Seal)

Profile Of The Tenderer

1. (a) Name
(b) Country of incorporation
(c) Address of the corporate headquarters and its branch office(s), if any in India.
(d) Date of incorporation and commencement of business.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the tenderer who will serve as the point of contact/ communication with SMP, Kolkata.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :

4. Details of Authorized Signatory of the Tenderer:
 - Name :
 - Designation :
 - Company :
 - Address :
 - Telephone No. :
(Land & Mobile)
 - Fax No. :
 - Email Address :

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

Appendix - 4

Details Of Technical Capability of the Tenderer

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
Entity			

Instructions:

1. The single entity tenderer should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
 - (a) Location of the project
 - (b) Contact details of the concerned projects
 - (i) Name of Contact Person(s)
 - (ii) Designation(s)
 - (iii) Address
 - (iv) Telephone/Mobile No.
 - (v) Fax
 - (vi) Email

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Appendix-5

Details Of Financial Capability of the Tenderer

(In Rs.)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Tenderer	

Instructions:

1. The Tenderer should submit its details in the appropriate column.

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Covering Letter

Dated:

To,
Secretary
SYAMA PRASAD MOOKERJI PORT, KOLKATA,

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at SYAMA PRASAD MOOKERJI PORT, KOLKATA.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to SYAMA PRASAD MOOKERJI PORT, KOLKATA (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
 - a. I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We 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, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
6. I/we declare that :

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal