



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

E-TENDER

FOR

5 (पांच) वर्षों की अवधि के लिए केंद्रीकृत पार्किंग और प्री-गेट प्लाजा (सीपीपी)
के संचालन, प्रबंधन और रखरखाव के लिए अनुबंध

**“CONTRACT FOR OPERATION, MANAGEMENT & MAINTENANCE OF CENTRALIZED
PARKING AND PRE-GATE PLAZA (CPP) FOR A PERIOD OF 5 (Five) YEARS”**

SMPK/KDS/CIV/T/2601/983

Dtd. 30.08.2021

Issued by
CHIEF ENGINEER, SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
Civil Engineering Department
15 STRAND ROAD, KOLKATA 700001
TELEPHONE: 033 2230-0413
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TENDER DOCUMENT

Tender Notice

N.I.T. No. SMP/KOLKATA /KDS/CIV/T/2601/983, dtd. 30.08.2021

**SYAMA PRASAD MOOKERJEE
PORT**

**CIVIL ENGINEERING DEPARTMENT,
15, STRAND ROAD,
KOLKATA – 700 001**

Phone No. (91-033) 2230-0413

Email ID: ce@kolkataporttrust.gov.in

E-Tender Notice (through e-procurement mode only)

SMP KOLKATA has developed a Centralized Parking and Pre-Gate Plaza (CPP) spread over an area of 16,720 sq.m in the M&Q Block and having about 245 parking bays for parking of Tractor Trailers/Trucks carrying factory stuffed 20 feet and 40 feet containers. The Centralized Parking and Pre-Gate Plaza (CPP) has been developed to cater to and streamline the movement of Tractor Trailers carrying Factory Stuffed containers destined for export. CPP has been established as an integrated facility for carrying out all documentation process for the issue of Let Export Order (LEO) for the export containers.

The CPP will consist of well - designed facilities such as Customs building, Parking Operator building, toilet blocks, and utilities such as external electrification and illumination, firefighting, CCTV cameras, Water supply system, storm water drainage, entrance and exit gates etc.

SMP KOLKATA is thus desirous to invite a tender for awarding a Contract for Operation, Management and Maintenance of the Centralized Parking and Pre-Gate Plaza (“the project”), as per the scope of work for the period of 5 (Five) Years inclusive of mobilization and construction period.

The total Contract Period for this Tender shall be 5 (Five) Years, which shall include the mobilization and Construction period of 2 (Two) months.

The Operator shall collect User Fee / Entry Fee as per the approval of the SMP KOLKATA and shall also levy fees, charges for Value added services to be provided in CPP and operation of Toilets in the Centralized Parking and Pre-Gate Plaza to generate revenue in lieu of the Contract to Operate, Manage and Maintain CPP as per the terms and conditions of the tender, at his own cost for the Contract period.

Sealed Tenders in two-cover system (Technical & Price Bids) are invited through e-procurement mode only on behalf of SYAMA PRASAD MOOKERJEE PORT KOLKATA (SMP KOLKATA), from reputed Companies/Consortiums fulfilling the Minimum Eligibility Criteria (MEC) for carrying out the work of “Contract for Development, Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) for a period of 5 (Five) Years”, as detailed in the Tender document.

Tender Document and extension-notice / corrigendum/ addendum/ clarifications/ any other notice, if any are being hoisted in the websites of Syama Prasad Mookerjee Port, Kolkata (www.smpportkolkata.shipping.gov.in) and <https://kopt.enivida.in>.

<https://kopt.enivida.in> website shall have to be accessed for the sake of submission of bid, while SMP, KOLKATA website is only for the purpose of viewing/ intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

The Scope of Work, details of time schedule, Cost of Tender document etc. to be submitted by Bidders for participation in this Tender are given below in SOT:

i)	Name of Tender	Contract for Development, Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) for a Period Of Five (5) Years
ii).	N.I.T No. and Date	SMPK/KDS/CIV/T/2601/983, Dtd. 30.08.2021
iii)	Estimated Amount	Not Applicable
iv)	Mode of tender	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through https://kopt.enivida.in) Tender document will be hoisted in the website of Syama Prasad Mookerjee Port, Kolkata (www.smpportkolkata.shipping.gov.in) and for the sake of submission of bid, to access: https://kopt.enivida.in. https://kopt.enivida.in website. The intending bidders are required to submit their offer electronically through https://kopt.enivida.in . No tender shall be accepted by the office of SMP, KOLKATA, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents if any shall have to be submitted to the Chief Engineer, Civil Engineering Department, Syama Prasad Mookerjee Port Kolkata (SMP Kolkata).
v)	Earnest Money Deposit (EMD) or Bid Security	NIL (Bid Security Declaration as per format specified in <u>ANNEXURE-VIII</u> to be given)
vi)	Date of NIT available to parties to download	From 02.09.2021 (4 PM) to 04.10.2021 (upto 2 PM)
vii)	Time period for submission of query by e-mail	By 09.09.2021 (Upto 5 PM) Prospective Tenderers may send queries to the Port through e-mail to ce@kolkataporttrust.gov.in upto 09.09.2021. Consolidated reply / clarifications to all the queries received till 09.09.2021 will be displayed on the Port web-site well in advance to the last date of submission of Tenders. No queries will be entertained after 09.09.2021 (5 PM)
viii)	Date & time of Pre-Bid Meeting	On 13.09.2021, at 11-30 AM. Pre bid meeting will be held on 13/09/2021, at 11-30 AM, through Video Conference (VC). Link for Pre-Bid Meeting over VC will be intimated later & details will be made available at website of Syama Prasad Mookerjee Port, Kolkata (www.smpportkolkata.shipping.gov.in)

ix)	Cost of Tender Document	Rs. 11,800/- (Indian Rupees eleven thousand eight hundred only) in the form of Demand Draft (non-refundable) drawn on any Nationalized/Scheduled bank having its branch at Kolkata in favor of SYAMA PRASAD MOOKERJEE PORT KOLKATA. Scanned copy of DD towards Cost of Tender Document shall be uploaded at the time of uploading of the Tender document. DD towards Cost of Tender Document shall be submitted in sealed envelope on the day of submission of the Tender document.
x)	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at https://kopt.enivida.in .	From 02/09/2021 (4 PM) upto 4/10/2021 (upto 2 PM)
xi)	Due date for online submission of e-offers	On or before 04/10/2021 up to 3 PM, online at - https://kopt.enivida.in . https://kopt.enivida.in website of Government of India.
xii)	Date of closing of submission of hard copies of the listed papers to the Office of Chief Engineer, Civil Engineering Department	On 04/10/2021, Upto 3-30 PM
xiii)	Date of opening of e-offers (Technical Bid)	On 05/10/2021 at 3 PM at Head Office, SMP KOLKATA
xiv)	Date of Opening of Price Bid	To be intimated later.

Note:

1. The tender offer shall have to be submitted by the Tenderer only through <https://kopt.enivida.in>

Chief Engineer,
Civil Engineering Department,
Syamaprasad Mookerjee Port, Kolkata
15, Strand Road,
Kolkata – 700 001
Phone No. (91-033) 2230-0413
Email ID: ce@kolkataporttrust.gov.in

DISCLAIMER

1. The information contained in this Tender Document (the “Tender”) or subsequently provided to Eligible Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the SYAMA PRASAD MOOKERJEE PORT KOLKATA (the “SMP KOLKATA”) or any of its employees or advisors, is provided to Eligible Bidder(s) on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
2. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their application for qualification/proposal pursuant to this Tender.
3. This Tender includes statements, which reflect various assumptions and assessments arrived at by the SMP KOLKATA in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. 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 Tender and obtain independent advice from appropriate sources.
4. Information provided in this Tender to the Eligible Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SMP KOLKATA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. SMP KOLKATA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder 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 Tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender.
6. SMP KOLKATA 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 Tender.
7. SMP KOLKATA 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 Tender.
8. The issue of this Tender does not imply that SMP KOLKATA is bound to select and short-list Applications for Bid Stage or to appoint the selected Bidder or Operator, as the case

may be, for the Project and the SMP KOLKATA reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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

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**Instructions to
Bidders (ITB)**

Section 1 - INTRODUCTION

1.1 Project Background

SMP KOLKATA has developed a Centralized Parking and Pre-Gate Plaza (CPP) spread over an area of 16,720 Sq.m, having 245 Parking bays for parking of Tractor Trailers carrying factory stuffed containers. The Centralized Parking and Pre-Gate Plaza (CPP) has been developed to cater to and streamline the movement of Tractor trailers carrying factory stuffed Containers destined for export. CPP has been established as an integrated facility for carrying out all documentation process for the issue of Let Export Order (LEO) for the export containers.

The Centralized Parking and Pre-Gate Plaza (CPP) consists of Parking and related facilities and amenities for the truckers for operation and revenue generation along with offices for customs, administration and Operator.

In view of above, SMP KOLKATA intends to initiate competitive Single Stage bid process for selection of Private Party (“the Operator”), who in accordance with the provisions of the “Contract Agreement” to be executed between SMP KOLKATA and the Operator, shall be responsible to Operate, Maintain and Manage the CPP (“the project”).

The “Contract Agreement” will be signed between SYAMA PRASAD MOOKERJEE PORT KOLKATA (SMP KOLKATA) and the Operator after the Letter of Award is issued by Port in line with this tender conditions, for the subject project.

1.2 Current Tender

The Operator shall be responsible to Operate, Manage and Maintain the Centralized Parking and Pre-Gate Plaza (CPP) in accordance with the provisions and scope of work of the Tender SMP KOLKATA shall offer to the Operator the Centralized Parking and Pre-Gate Plaza on “ as is where is” basis.

SMP KOLKATA shall offer the Operator the right to levy and collect a pre - determined and approved Entry Fee/User Charges from the Tractor Trailers entering into the CPP for the entire Contract Period. The Operator may also levy and collect fee or charges for value added services provided as a part of the project.

1.3 Contract Period : The total Contract Period for this Tender shall be 5 (Five) Years, which shall include the mobilization and Construction period of 2 (Two) months.

1.4 Bidders shall submit separate financial bid for the proposal. Bidder shall submit the Bid security declaration as part of Technical Proposal.

1.5 Bid Criteria :The bid criteria shall be “Fee Premium per 20 feet Tractor Trailer” to be quoted by the bidder and to be paid on monthly consolidated basis to SMP KOLKATA as per the terms and conditions specified in the Contract Agreement and more elaborately described in the later section of this tender document.

1.6 SMP KOLKATA shall receive Bids pursuant to this Tender in accordance with the terms set forth in this Tender and other document to be provided by the SMP KOLKATA pursuant to this Tender (collectively the “Bidding Documents”), as modified, altered, amended and clarified from time to time by the SMP KOLKATA, and all Bids shall be prepared and submitted in accordance with such terms.

1.7 Brief description of bidding process

i) Cost of Tender document : The SMP KOLKATA has adopted a single stage two E-Folder Process on e-Tendering portal (collectively referred to as the “Bidding Process”) for selection of the successful Bidder for award of the project. Prior to making an Application, the Bidder shall pay to SMP KOLKATA through the Demand Draft a sum of **Rs. 11,800/- (Indian Rupees eleven thousand eight hundred only)** Plus GST which would be non-refundable as the cost of the Tender document (Tender fee).

ii) Bid Security Declaration : In terms of the Tender, a Bidder will be required to submit **Bid security declaration**, along with its Bid (Bid Security Declaration as per format specified in Annexure-IX to be given). The Bid shall be summarily rejected if it is not accompanied by the Bid Security declaration.

iii) The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project including implementation of the Project.

iv) The Contract Period shall be 5 (Five) years, including the mobilization and Construction Period. The Operator has to achieve complete Commercial Operations of CPP on or before completion of Two (2) months Construction Period from the date of receipt of LOA/ work order, as per terms and condition of the Contract Agreement.

v) The bidder shall give technical proposal to SMP KOLKATA. Technical proposal and financial bid would be weighed as per the criteria given in the Tender. SMP KOLKATA may at its own discretion choose to negotiate/ask for financial information and justification including working financial model in MS Excel work sheet.

vi) **Pre-Bid Queries:** Any queries or request for additional information concerning this Tender shall be submitted through email on ce@kolkataporttrust.gov.in. Bidders are advised to be specific and put forward clause wise queries in unambiguous manner. SMP KOLKATA reserves the right not to respond to vague and frivolous queries.

The Subject of the Email shall mention the following details of Tender Ref. No, NIT No. date.

Queries shall be neatly typed/ written in as per following format:

S. No.	Particulars	Details
1	Organization	
2	Document Name	
3	Page Number	
4	Clause Number	
5	Query	
6	Reason for the Query	
7	Suggestion, if any	
8	Name & Designation	
9	Contact No. & Email ID	

vii) Schedule of Bidding Process

SMP KOLKATA would endeavor to adhere to the following schedule for bidding:

Sr. No.	Activity Description	Date
1	Uploading on website at https://kopt.enivida.in .	02/09/2021 (4 PM)
3	Last date of receiving queries	09/09/2021 (5 PM)
4	Pre-bid meeting through Video Conference	13/09/2021 (11-30 AM)
5	Start date for submission of Online Technical & Price Bid	02/09/2021
6	Bid Due Date	04/10/2021 (3 PM)
7	Opening of Technical Bids	05/10/2021 (3 PM)
8	Technical Presentations (if planned)	Will be notified later
9	Opening of Financial Bids	Will be notified later

Section 2 – General Instructions To Bidders

i) **Number of Applications and costs there of**

No Bidder shall submit more than one Application for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any other Consortium, as the case may be.

The Bidders shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The SMP KOLKATA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

ii) **Site visit and verification of information**

Bidders are encouraged to submit their respective Applications after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The SMP KOLKATA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender, the “Draft Contract Agreement” or the Bidding Process, including any error or mistake therein or in any information or data given by the SMP KOLKATA

iii) **Right to Accept and To Reject Any or All Bids**

SMP KOLKATA reserves the right to accept or reject any or all of the Bids without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

SMP KOLKATA reserves the right to invite revised Financial Bids from Eligible Bidder(s) with or without amendment of the Tender Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

The SMP KOLKATA reserves the right to reject any Bid if:

- i. At any time, a material misrepresentation is made or uncovered, or
- ii. The Bidder does not provide, within the time specified by the SMP KOLKATA, the supplemental information sought by the SMP KOLKATA for evaluation of the Bid.

This shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occur after the Financial Bids have been opened and the lowest Bidder gets disqualified / rejected, then SMP KOLKATA reserves the right to:

Invite the next lowest Bidder OR

Take any such measure as may be deemed fit in the sole discretion of SMP KOLKATA, including annulment of the bidding process.

In case it is found during the evaluation or at any time before signing of the "Contract Agreement" or after its execution and during the period of subsistence thereof, including the Contract Period thereby granted by the SMP KOLKATA, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LoA or entering into of the "Contract Agreement", and if the Bidder has already been issued the LoA or has entered into the "Contract Agreement", as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the Tender, be liable to be terminated, by a communication in writing by the SMP KOLKATA to the Bidder, without the SMP KOLKATA being liable in any manner whatsoever to the Bidder or Operator, as the case may be. In such an event, the SMP KOLKATA may forfeit and appropriate the Bid Security or Performance Security, as the case may be, as a mutually agreed genuine pre-estimated compensation and damages payable to the SMP KOLKATA for, inter alia, time, cost and effort of the SMP KOLKATA, without prejudice to any right or remedy that may be available to the SMP KOLKATA

The SMP KOLKATA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender or the Bidding Documents. Failure of the SMP KOLKATA to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SMP KOLKATA there under.

iv) **Amendment of Tender**

At any time prior to the deadline for submission of tenders, the SMP KOLKATA may, for any reason, whatsoever change or modify the tender documents by amendments. The amendments so carried out shall be published online at Govt. E-Procurement Portal. It is the responsibility of the Bidder to regularly visit the site and see, any amendments that are published. The amendment so carried out shall form part of the tender and shall be binding upon the bidders.

The port may at its discretion extend the last date for submission of the tenders to enable the Tenderers to have reasonable time to submit their tender after taking into consideration such amendments.

v) **Preparation and Submission of Bid**

Language and Currency

The Bid and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Eligible Bidder with the Bid may be in any other language provided that they are accompanied by an appropriate and certified translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The currency for the purpose of the Bid shall be the Indian Rupee(INR).

vi) Validity of Bid

The Bid submitted shall be valid for a period of 180 days from the Bid Due Date (Bid Validity Period). SMP KOLKATA reserves the right to reject any Bid that does not meet this requirement.

Prior to expiry of the original Bid Validity Period, SMP KOLKATA may request the Eligible Bidder(s) to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid, but would be required to extend the validity of its Bid Security for the period of extension.

vii) Bid Security

In terms of the Tender, a Bidder will be required to submit, along with its Bid, a **Bid Security Declaration** as per as per format specified in Annexure-VIII of this tender document.

viii) Correspondence

All correspondence / enquiries shall be addressed to Chief Engineer, SMP KOLKATA and the same should be submitted to the following by email only:

Email Id: ce@kolkataporttrust.gov.in

ix) Format and Signing of Bid

Eligible Bidder(s) would provide all the information as per this Tender Document and in the specified formats. SMP KOLKATA reserves the right to reject any Bid that is not in the specified formats.

The Bid should be submitted in two parts in two separate E-Folders:

Part 1: Technical Bid, which would include:

- a. Declaration for Acceptance of Terms and Conditions of the Tender Document as per ANNEXURE-I
- b. Letter comprising the Application for Submission of Bid – ANNEXURE-II
- c. Details of Bidders as per ANNEXURE-III
- d. Financial Capacity of the Bidder as per ANNEXURE-IV
- e. Details of Eligible Project as per ANNEXURE-V
- f. Statement of Legal Capacity as per ANNEXURE-VI
- g. Proof of Tender fees paid in form of Screenshot or copy of Demand Draft as per ANNEXURE-VII

- h. Bid security declaration as per Annexure - VIII
- i. Checklist containing reference of details pertaining to MEC (Minimum Eligibility Criteria) as per Annexure-IX
- j. Joint Bidding Agreement, in case of Consortium, as per format in Annexure-X
- k. Power of Attorney for signing the Application as per the format at Annexure-XI

- l. If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Annexure-XII

- m. Copies of Bidders duly audited balance sheet and profit & loss account for the preceding three financial years;

Part 2: Financial Bid as per the online Bid Format

- a. The Bidder shall quote his financial offer in the separate excel sheet provided online with the Tender. The Successful bidder has to submit the supporting financial model in MS excel format, if required at the time of negotiation.

Bidder must clearly number the volumes. Bidder must provide an indexed table of contents.

x) Preparation of Bids

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Bidder shall go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document

xi) Bid Due Date

Bids should be submitted before 15:00 hours IST on the **Bid Due Date mentioned in the Schedule of Bidding Process (refer ITB-Instructions to Bidder)**, & also mentioned in

Schedule of Tender (SOT) of NIT, in the manner and form as detailed in this Tender Document.

SMP KOLKATA, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

xii) Modification and Withdrawal of Bids

The Bidder may modify, substitute or withdraw his proposal after submission, provided that written notice of modification, substitution or withdrawal is received by SMP KOLKATA before the closing time on due date of submission. No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. The Bidders's modification, substitution or withdrawal notice shall be addressed to the Chief Engineer, Civil Engineering Department, SYAMA PRASAD MOOKERJEE PORT KOLKATA, 15 Strand Road, Kolkata- 700 001 with outer envelope clearly marked as Modification, substitution or withdrawal of the tender. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of Bid Security.

xiii) Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short listed Eligible Bidder(s) shall not be disclosed to any person not officially concerned with the process. SMP KOLKATA will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. SMP KOLKATA will not divulge any such information unless it is ordered to do so by any Government body that has the power under law to require its disclosure.

xiv) Proprietary data

All documents and other information supplied by the SMP KOLKATA or submitted by the Bidder to the SMP KOLKATA shall remain or become the property of the SMP KOLKATA. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their tender. The SMP KOLKATA will not return any application or any information provided along therewith.

xv) Correspondence with the Bidder

Save and except as provided in this Tender, the SMP KOLKATA shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Application.

xvi) Submission of off-line documents

Hard copy of the document if any shall be submitted separately to the Chief Engineer, SMP Kolkata, 15, Strand Road, Kolkata – 700001, within the date and time of submission of as stipulated in Schedule of Bidding process of this document. The same is to be put inside a sealed cover, super scribing “**Hard Copy**”, mentioning the **Tender No., Name of container stacking yard, Contact details & email id and Bidder ID** as provided by CPP to the bidder during registration. The sealed envelope shall have to be submitted in the designated tender box kept at the office of the Chief Engineer, located at 15, Strand Road, Kolkata – 700001 within the closing time of the e-tender.

Section 3 - CRITERIA FOR ELIGIBILITY & EVALUATION

3.1 Eligibility of Bidders

3.1.1 General Criteria:

The Bidder for pre-qualification may be a single entity or a group of entities (the "Consortium" with maximum 3 members), coming together to implement the project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

In case of Consortium,

The Lead member, who may either be the Technical or the Financial member also, shall hold equity share capital not less than 51% (Fifty One per cent) of the subscribed and paid up equity of the SPV for the entire Contract Period; and invest at least 10% (Ten per cent) of the "Total Project Cost". The Lead member must be the one, who fulfils either the Financial or Technical threshold capacity (Minimum Qualification Criteria), as required in this Tender document

Second member of the Consortium, The Technical Member or the Financial Member of the consortium, i.e the Consortium member whose credentials have been used to satisfy the "Threshold Technical Capacity" or the "Threshold Financial Capacity"; shall hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV for the entire Contract Period; and invest at least 10% (ten per cent) of the "Total Project Cost".

Third member of the consortium shall mandatorily hold a minimum of 10% the subscribed and paid up equity of the SPV during the entire Contract Period.

A Bidder may be a natural person, private entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Tender. A Bidder shall not have conflict of interest (the "conflict of interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest
- A constituent of such Bidder is also a constituent of another Bidder; or such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- Such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence of application of either or each other; or
- Such Bidder or any Associate thereof has participated as a consultant to the SMP KOLKATA in the preparation of any documents, design or technical specifications of the Project.

3.1.2 Minimum Eligibility Criteria (MEC)

A Bidder shall fulfill all the following conditions of eligibility:

Technical Capacity

For demonstrating technical capacity and experience (the "technical capacity"), the Bidder shall in any 2, of the last 7 financial years should have undertaken, at least:

- 1) **Demonstrated Experience in Operation and Management of "Eligible Projects"** fulfilling the following conditions
 - a. Handled minimum of 180 average daily transactions of Heavy Commercial Vehicles (HCV) on an average daily from a single project. Heavy Commercial Vehicles shall include 2 Axle Trucks, 3 Axle Trucks, Multi Axle Vehicles, and Tractor Trailers etc.

and
 - b. Collected Revenue in form of User fee/Entry Fee inclusive of all value added services equivalent to INR 50,00,000.00 (Rupees fifty lakhs Only) annually on an average from a single project
- 2) The Bidder, in case it does not have an in-house expertise in Facility Management and/or Software Services/Technology Provider shall demonstrate that it has an association with "Eligible Associates"-
 - a. Software Services Company or Technology provider or developer having a capability to fulfill the scope of work under this Tender, if the Bidder does not have in house expertise in the same. The bidder shall submit a Letter of Association to that effect, along with a company profile, if the Software Services/Technology Provider Company is not a part of the Consortium.
 - b. For the purpose of this tender "Eligible Associates" shall mean those firms/companies registered under Companies Act 2013, having a minimum Net worth equivalent to 25% of the "Threshold Financial Capacity" in the preceding financial year. The Bidder shall submit a Certificate specifying the Networth of the Eligible Associates from their statutory auditors.
- 3) The Bidder shall be registered with GST Authority. Valid GST registration certificate to

that effect shall be submitted as a proof for the same.

- 4) The Bidder shall be registered with ESI, PF commissioner. Certificate to that effect shall be submitted as a proof for the same.

Financial Capacity:

- a) **Net worth:** Bidder shall, in the last financial year preceding the Bid Due Date, has an annual net worth of INR 1,50,00,000 (Rupees One Crore and Fifty Lakh Only)(“Threshold Financial capacity”)

In case of a Consortium,

The Lead member, who may either be the technical or the Financial member also, shall hold equity share capital not less than 51% (Fifty One per cent) of the subscribed and paid up equity of the SPV for the entire Contract Period; and invest at least 10% (Ten per cent) of the total Project Cost specified in the “Contract Agreement”. For clarifications, it is specified that the Lead member must be the one, who fulfils either the financial or the technical threshold capacity, as required in this Tender document

The Technical Member or the Financial Member of the consortium, other than the Lead Member, i.e the consortium member whose credentials have been used to satisfy the “Threshold Technical Capacity” or the “Threshold Financial criteria”; shall hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV for the entire Contract Period; and invest at least 10% (ten per cent) of the Total Project Cost specified in the “Contract Agreement”.

All other members of the consortium shall mandatorily hold a minimum of 10% the subscribed and paid up equity of the SPV during the entire Contract Period.

3.2 Eligible Projects

Subject to the provisions of Clause 3.1, the following categories of projects and experience would qualify in relation to “**Eligible projects**” as stipulated in Clauses 3.1.2.1 (the “Eligible Projects”):

- | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Category 1: | Project experience on Eligible Projects in Core Sector Projects – Parking Plaza, Parking Yards, Holding Yards, Truck Terminal, Container depots, Container Terminals, Freight Stations, Freight Depots. |
| Category 2: | Project experience on Eligible Projects in Non - Core Sector Projects – Toll Plaza, Parking solutions in Malls and other commercial establishments. |

For a project to qualify as an Eligible Project under Categories 1 and 2:

the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

the Technical Capacity for each category of Eligible Projects would be computed as per the factors applicable to each category.

Table 3.2.2: Factors for computing technical capacity of Eligible Projects across categories

Categories	Factor
Category 1	1.00
Category 2	0.50

For Illustration; a project falling in Category 2 i.e Toll Plaza having an Revenue from User fee from Heavy Commercial Vehicles of INR 10,00,00,000 shall be counted as INR 5,00,00,000 for the purpose of evaluation or technical capacity as per the applicable factor

Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Consortium

The Bidders shall enclose with its application, to be submitted as per the format in Appendix-I, complete with its Annexes, the following:

- i. Certificate(s) from its statutory auditor in support of above work undertaken clearly stating metrics as per eligibility conditions and/or Certificate from client(s) not below the rank of superintending engineer in support of above work.
- ii. Letters of associations on the letterhead of the entity duly signed and stamped by the Partner/ Director/ Authorized signatory of the entity providing such association for this tender and project.
- iii. Certificate(s) from its statutory auditors/Chartered Accountant specifying Net worth of the Bidder, as at the close of the preceding financial year.
- iv. Certificate(s) from its Statutory auditors/Chartered Accountant specifying the net worth of the Eligible Associates, as at the close of the preceding financial year.

The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Application to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

Where the Bidder is a consortium, it is mandatory to form an appropriate Special Purpose Vehicle (“SPV”), incorporated under the Companies Act, 2013 to execute the “Contract Agreement” and implement the Project., It shall, in addition to forming an SPV, comply with the following additional requirements:

- a) Number of members in a consortium shall not exceed 3

- b) Subject to the provisions of sub-clause (a) above, the Application should contain the information required for each member of the Consortium
- c) Members of the Consortium shall nominate one member – Financial or the Technical member as the lead member (the (“Lead Member”), who shall have an equity share holding of at least 51% of the paid up and subscribed equity of the SPV for the entire Contract Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;
- d) The Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- e) The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- f) SPV formed for this project needs to be the special purpose vehicle specific for this contract/ object only. On completion of this contract/ object, the SPV shall be wound up.

Any entity which has been blacklisted/ barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, 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 Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

Qualification is open to residents/entities incorporated in India. Where a entity incorporated outside India intends to bid for this tender, it shall before the signing of the Contract agreement, register itself as a legal entity, in India under the Companies Act 2013, in compliance with all applicable laws and regulations of India.

3.4 Tests of responsiveness

A Bid shall be considered responsive if:

- a) it is received as per format
- b) it is received by the Bid Due Date including any extension
- c) it is signed, sealed, and marked as stipulated in the Tender document.
- d) it is accompanied by the Power of Attorney as specified in Tender and in the case of a Consortium, the Power of Attorney as specified in Tender.

- e) it contains all the information and documents (complete in all respects) as requested in this Tender;
- f) it contains information in formats same as those specified in this Tender;
- g) it contains proof of cost of Tender document (Tender Fee) paid and DD towards Tender Document Cost is submitted to the office on or before the Bid submission time and date.
- h) it contains Bid Security Declaration.
- i) it does not contain any condition or qualification; and
- j) it is not non-responsive in terms hereof.

SMP KOLKATA reserves the right to reject any Bid which in its opinion is non- responsive and no request for modification or withdrawal shall be entertained by SMP KOLKATA in respect of such Bids.

Conditional proposal shall not be considered. Any bid found to contain conditions attached, will be rejected.

3.5 Evaluation parameters

Only those Bidders who meet the eligibility criteria specified in the Tender shall qualify for evaluation under this Section. Applications of firms/ consortia who do not meet these criteria shall be rejected.

3.6 Bid Evaluation - Technical Bid

The eligibility criteria will be first evaluated as defined aforesaid for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria.

The Bidder's competence and capability for projects undertaken in the past required (as per technical capacity clause 3.1.2.1) financial years is proposed to be established by the "Threshold Technical capacity"

Bidders who fulfil the Technical Capacity given in clause 3.1.2.1 will qualify technically for further financial evaluation.

Experience for any activity relating to the Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.7 Financial information for purposes of evaluation

3.7.1 The Application must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (Three) financial years, ie. FY 2017-18, 2018-19 & 2020-21.

3.7.2 IT return of the last 3 financial years and Auditors certified turn over details for the last three financial years ie. ie. FY 2017-18, 2018-19 & 2020-21.

3.7.3 Balance sheet and profit & loss account in support of Annual Financial turnover details for the last three financial years ie. ie. FY 2017-18, 2018-19 & 2020-21 and the same should be audited.

3.7.4 The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:

- **reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;**
- **be audited by a statutory auditor/Chartered accountant.**
- **be complete, including all notes to the financial statements; and**
- **Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).**

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (Three) years preceding the year for which the Audited Annual Report is not being provided.

Note :

- Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year.
- The Bidder shall provide an Auditor's Certificate specifying the turnover and net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the Tender document.

3.8 Details of Experience

The Bidder should furnish the details of similar Experience completed and on-going for the last 7 (seven) financial years immediately preceding the Bidding Due Date.

The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format provided in Annexure-V.

3.9 Bid Evaluation –Financial Bid

The shortlisted Bidders adjudged as responsive and technically qualified at the end of the evaluation of Technical Bid shall be notified and informed of the date and time of opening of Financial Offers.

Financial Bid of short-listed Bidders who qualify after evaluation of Technical Offer shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded for.

Financial Bid of all the short-listed Bidders would be evaluated on the basis of the Financial offer (the “financial bid parameter”) as specified in the “ Online Bid Format” and the accompanying supporting information regarding assumptions underlying the Financial Quote as per the formats in Appendix II.

The Financial Bids would then be ranked in descending order of the validated Financial Bid Parameter, with the Bidder quoting the highest financial Bid shall be ranked First as H1, and the Bidder quoting the second lowest Financial Bid Parameter shall be ranked Second as H2, and so on.

The Bidder ranked first in accordance with the above procedure would be declared as the Preferred and/or Selected Bidder. Similarly the H1 bidder shall be determined for the Tender.

In the event that two or more Bidders quote exactly the same highest validated Financial Bid Parameter (Tie Bidders), then the Successful bidder shall be one whose Net Worth is Highest

3.10 Notification of Acceptance

SMP KOLKATA will notify the Successful Bidder by Email and by a letter that its Bid has been accepted.

3.11 SMP KOLKATA's Right to Accept or Reject Bid

SMP KOLKATA reserves the right to accept or reject any or all of the Bids without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Project, without liability or any obligation for such acceptance, rejection or annulment.

SMP KOLKATA reserves the right to invite revised Financial Bids from Eligible Bidder(s) with or without amendment of the Tender Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

3.12 Letter Of Award (LoA)

SMP KOLKATA will award the LoA to the successful bidder.

3.13 Execution Of "Contract Agreement"

The Successful Bidder shall execute a "Contract Agreement" in line with the tender for operation of CPP within 30 (Thirty) days of the issue of LOA or such time as indicated by SMP KOLKATA.

3.14 Stamp Duty and other expenses

All costs, fees, charges and expenses including any duty in connection with the Tender, Contract as well as preparations and completions of agreement by SMP KOLKATA's attorneys shall be borne and payable by the successful bidder. Successful bidder shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes duties, to be paid to Govt of India, Govt of West Bengal or any statutory bodies shall be paid by the Successful bidder.

3.15 Performance Security

The Successful Bidder will be required to deposit Performance Security towards performance of the contract for an amount equivalent to INR 25,00,000/-. Inclusive of GST (Rupees twenty five lakhs only)(the "performance security") in the form of a Bank Guarantee/Demand Draft of a Nationalized Bank, having its branch in Kolkata within 21 days from the date of receipt of LOA. The validity of the Performance Security shall be till the end of the Contract Period, with claim period of additional three months.

In case the successful Bidder fails to submit performance security within 21 days from the date of receipt of LOA, the Bid shall be considered null.

The Performance security may be forfeited and en-cashed as per terms and conditions viz. in event of failing in making monthly payment of fee/ revenue earning (which is to be paid to SMP KOLKATA on a monthly basis) within stipulated time for consecutive three (3) months will directly lead to termination of contract & Performance Guarantee amount equivalent to INR 25,00,000/-. inclusive of GST, shall be en-cashed.

Subject to the provisions hereof, the Authority shall return the Performance Security to the Operator within 90 (Ninety) days after the end of the Term of this Contract Period, provided that the Operator has fulfilled all its obligations under the Contract, including in respect of smooth transfer of the Project, Project Facilities, Project Assets and the newly created facilities, assets in fulfilment of its scope under the agreement, and there are no outstanding claims of the Authority on the Operator.

SECTION 4: FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the SMP KOLKATA may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the SMP KOLKATA under the Tender hereinabove, if a Bidder is found by the SMP KOLKATA 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 Bidding Process, such Bidder shall not be eligible to participate in any Tender or Tender issued by the SMP KOLKATA during a period of 2 (two) years from the date such Bidder is found by the SMP KOLKATA 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, as the case may be.

For the purposes of this Section 4, 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 actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the SMP KOLKATA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the "Contract 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 SMP KOLKATA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);, (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the "Contract Agreement", as the case may be, any person in respect of any matter relating to the Project or the LOA or the "Contract Agreement", who at any time has been or is a legal, financial or technical adviser of the SMP KOLKATA in relation to any matter concerning the Project

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

- c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's

participation or action in the Bidding Process;

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

- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or Arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION 5. PRE-BID CONFERENCE

It is proposed to hold a pre-bid meeting in order to clarify and discuss issues with respect to the tender vis-à-vis terms and conditions or any other related issues. The **Pre-bid meeting shall be held on 13/09/2021 at 11-30 AM through video conferencing. Bidders are advised to formulate their views and forward the Queries to The Chief Engineer, SMP KOLKATA by email to ce@kolkataporttrust.gov.in on or before 09/09/2021 (By 5 PM) and indicating their intention to attend the pre-bid meeting.**

During the pre-bid meeting, the queries received in advance would be clarified first, followed by those received during the meeting. The changes if any proposed by the Bidder would be discussed and the Port Trust's response would be provided to all the Bidders present. The queries received from all the prospective Bidders would be consolidated and Port Trust's response to the same would be communicated on E- procurement portal, before closing date of the tender submission. The clarifications so issued in the pre-bid meeting would form part of the tender and remain binding on all the Bidders and same shall be accepted and submitted by all the Bidders along with their offer. After the pre-bid meeting no queries from any bidders shall be entertained by the Port Trust.

SECTION 6. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The SMP KOLKATA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to the SMP KOLKATA by, on behalf of, and/ or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the proposal, the Bidder agrees and releases the SMP KOLKATA, 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 and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

SECTION 7: REVENUE AND OPERATIONS

Revenue areas and options for Operator

The following components of the CPP can be used by the Operator to generate Revenue in order to fulfil the scope of work of the project.

- i. Entry/User Fee – Entry/User Fee shall be levied by the Operator on the Tractor trailers entering and exiting the CPP based on the duration of the stay as per the pre-determined and approved charges of SMP KOLKATA. The approved charges for the Entry User Fee at the CPP are as follows
 - a. INR 80 per 8 Hours or part thereof for 20 feet tractor trailers/trucks inclusive of all applicable Taxes
 - b. INR 120 per 8 hours or part thereof for 40 Feet tractor trailers/trucks inclusive of all applicable taxes
 - c. The Fee Premium quoted by the bidder shall be escalated by 5% annually. The reference date of escalation shall be 1st of April of the particular year.
- ii. Toilets – The Toilets shall be operated and maintained by the Operator at nominal charges for the users. The Operator may consider allowing the usage of Toilet free of any charge. In case the Operator opts to charge for the Toilet, the charges shall be less than or at par with those being charged by Sulabh International, who are operating Sulabh Shouchalaya in this area.
- iii. Inspection Area – The inspection area shall be used for stuffing and de - stuffing the containers for open examination of containers, as per the requirement and recommendation of customs department. The services provided for stuffing and de-stuffing, loading/unloading of container may be charged at appropriate prices as per market assessment. The Operator shall construct the Inspection area as per the terms and condition of the scope of work of the project
- iv. Value Added services – The Operator may assess and add any other revenue generating value added services which may add to the revenue without affecting the core aim and objectives of the CPP, with approval of the SMP KOLKATA.
- v. Advertisements - The Operator may collect revenue from Outdoor Advertisement spaces within the CPP as per the applicable laws and regulations, with approval of SMP KOLKATA.

- vi. Additional Facilities & Amenities - The Operator may create additional facilities and amenities within the CPP to generate additional revenue with approval of SMP KOLKATA. Such facilities shall be ancillary to the main business carried out within the CPP and shall relate to transport and logistics sector or shall be convenience services catering to users of CPP and which are lawfully permitted.

SECTION 8 : Scope of Work

SMP KOLKATA has built the Centralized Parking and Pre-Gate Plaza to accommodate and streamline the movement of factory stuffed export container traffic to terminal in an efficient and effective manner. The Centralized Parking and Pre-Gate Plaza shall have facilities for the CPP users including Revenue generating components within the CPP.

The Operator shall be responsible to Refurbish/Remodel, operate, manage and maintain the Centralized Parking and Pre-Gate Plaza . The Operator shall have a single point responsibility to manage and operate the Centralized Parking and Pre-Gate Plaza during the Operations Period. The Operator shall carry out the following minimum scope during the entire Operations Period to efficiently and effectively manage and operate the CPP. The scope of work mentioned is indicative of all activities and tasks to be performed by the Operator, but is not limited the following, in order to achieve the objective of operating and managing the CPP efficiently and effectively for the entire operations period.**The Contract Period shall be 5 (Five) years, including the mobilization and Construction Period. The Operator has to achieve complete Commercial Operations of CPP on or before completion of Two (2) months Construction Period from the date of receipt of LOA/ work order, as per terms and condition of the Contract Agreement.**

1) Remodeling/Refurbishment/Construction of Facilities/Built Structures within CPP at his own cost

- a. The Operator shall carry out inspection of the Central Parking Plaza and carry out refurbishment of the facilities and all Revenue components in the Centralized Parking and Pre-Gate Plaza, so as to make it operational, with approval of SMP KOLKATA.
 - i. The following facilities shall be refurbished by the Operator at his own cost to make it operational after carrying out necessary assessment at project site.
 - 1. Toilets within CPP (Already existing built structure)**
 - 2. Rest House for Drivers/Khalashis (Already existing built structure)**
 - 3. Parking Yard (Already existing built structure)**
 - 4. Operators Building (To be newly built)**
 - 5. Customs Building (Already existing built structure)**
- b. The Operator shall design, develop, procure, construct, install and operationalize an Inspection area along with all necessary equipment like reach stacker, fork lift etc. for open inspection of Containers and goods carried within, as per the requirements of the customs and SMP KOLKATA at an appropriate location without causing any hindrance to the CPP parking bays.
- c. The Operator shall procure, erect and install necessary signs and signages within and in the neighborhood of the CPP to guide the users about the directions to and within the parking, in the CPP complementing the Real time parking management system. Such

signs shall be directional, Caution and informational signs only. The signage shall include variable messaging signs, where required for making the parking system functional

- d. The Operator shall inspect the existing CCTV surveillance system installed in the CPP, determine its coverages and if need be expand the security system to provide 100% secure coverage for the CPP for day and night operations. The CCTV system shall cover the entire CPP including its entrance, Exits, Parking area, Facilities and buildings. The Operator shall be responsible for the security of the CPP during the entire Operations period.
- e. The Operator shall design, finance, build, construct an Entry Gate of the CPP for Entry of Tractor Trailers having a minimum Gate width of 12m and having a capacity of handling 2 Trailers simultaneously.

II) 24X 7 Wi Fi System across CPP with 100% Coverage and 100%Availability

- f. The Operator shall procure, install, operate, maintain and manage a Centralized Parking and Pre-Gate Plaza wide 24 x 7, Wi - Fi system for all users with 100%availability

III) Real Time Parking Management and Guidance System with Management Information system

The Real Time Parking Management and Guidance System (RTPMGS) shall comprise of two subsystems, namely Parking Management System and Parking Guidance System. The Parking Management System consists of the access control system for tracking vehicles in and out of the CPP, real time information about availability of parking slots, acceptance of payment through various modes like cash, e-wallet, smart card, Fast Tag, Debit/Credit card etc.. The Parking Management System comprises of components like sensors, Entry/Exit devices, barriers, payment device, payment mechanism, wireless handheld device, etc.

The Parking Guidance System shall guide the Tractor Trailers to appropriate parking slots using a combination of digital signs and indicators within the CPP or through Mobile App.

The functional requirements for this system are described below:

- i. The Entry/Exit of the CPP should have outdoor displays/screens showing overall capacity and real time availability and applicable charges.
- ii. Every vehicle entering the parking space should be stopped by barrier. The barrier is to be raised, when the Tractor Trailer is issued a ticket or has been identified as a legitimate user as per the Standard Operating Procedure notified from time to time by Port. The exit shall also consist of a barrier to allow for stopping and processing of documents and payments for Tractor Trailers
- iii. Provision to capture the image of vehicle registration plate number of every vehicle entering any CPP using dedicated cameras with manual overrides in case of any issue. The data should be safely stored in a central server along with other information captured

- iv. Once the vehicle exits a parking slot, the total parking slots available in that parking space should automatically get updated.
- v. Under all circumstances the system should be fully auditable for every single transaction.
- vi. Transactions shall get uploaded instantly and automatically to the central server using on-line connectivity via Wi-Fi/lease line. This should be in a real time mode, rather than at intermitted intervals. Shall be possible to have a view of the health check/ status of the entire parking system from an entry/exit device or computer using a high level administration password or service technician password.
- vii. Automatic receipt issuing is a must and the system shall be fully auditable for every single transaction.
- viii. Capable of accepting all supported means of payment like cash, credit cards, debit cards, e-wallet, Fast Tag etc.
- ix. The LED display panels units should indicate available spaces for each parking slot/ bay /zone /level, total parking and the same should be controlled by the software. The panels shall be of different colour coding to show the parking areas in CPP based on destination terminals
- x. The solution should be automated with minimal requirement for personnel. However, each parking lot should be managed by on ground staff and managers for improved functioning and management:
- xi. Shall generate real time reports capturing utilization, revenues, status of assets and personnel. These reports should be available in all standard acceptable formats like .csv, .pdf, .txt, etc.
- xii. Ensure analytics on the following thematic areas:
 - Peak parking demand on hourly basis at CPP;
 - Daily, weekly, monthly, quarterly and yearly average occupancy;
 - Average time of occupancy;
 - Revenue trends daily, weekly, monthly, quarterly and annually;
- xiii. MIS System shall be capable of recording and storing the following data for each tractor trailer entering and leaving the CPP
 - Name of Driver
 - Mobile Number/Contact Number
 - In timing

- Truck No
 - Container No.
 - Size of Container
 - Size of the Tractor Trailer(20 Feet/40 Feet)
- xiv. The Operator shall furnish terminal wise detailed daily report indicating number of container (40 Ft and 20 Ft), number of tractor trailers, and details about concerned CHA's, in-time and out-time of tractor trailer to SMPKOLKATA.
- xv. The MIS system shall provide an interface and data sharing module with SMP KOLKATA, Terminal Operators System and Customs system with specific information as required for document processing. Such sharing of data shall be on pro- active basis

IV) Maintenance of CPP

- a. The Operator shall carry out maintenance of the Centralized Parking and Pre-Gate Plaza during the Contract Period as per the "Maintenance Schedule" given in next section
- b. The Maintenance shall include Housekeeping and Janitorial services, Regular day to day, periodical inspections and maintenance as per the Maintenance schedule to keep the CPP fully operational at all times of operation. The maintenance shall cover the entire CPP including all its built structures, open areas, Parking area, semi open areas, landscape, boundary wall, gate complexes, tangible and intangible assets within the project site.
- c. The Operator shall repair and make good any defects, damages, faults, breakages during the Contract Period as best good industry practices and to satisfaction of SMP KOLKATA.
- d. The Operator shall coordinate with SMP KOLKATA, Customs Department and all other stakeholders of CPP for carrying out any maintenance activities in the CPP and seek all necessary and statutory approvals while carrying out the maintenance work.
- e. The Operator shall be responsible for managing, maintaining and operating the Fire safety systems installed and commissioned in the CPP and shall attend to any defects in the firefighting systems in the CPP during the Contract Period.

V) Operation of the CPP

- a. The Operator shall operate the CPP as per the Standard Operation Procedure (SOP) notified by Port from time to time during the entire Contract Period.
- b. The Operator shall act as a "one point responsibility" for all the activities for the Operation and maintenance of CPP at all times during the Contract Period and shall coordinate with all departments and officials as necessary during normal course of business to keep the CPP operable at all times without fail.

- c. The Operator shall secure the CPP by providing adequate security through continuous monitoring and take steps to safeguard the CPP from any damage and malpractices.
- d. The Operator shall man and operate the exits and the entrance to the CPP and shall make note of all persons, vehicles entering or leaving the CPP and issue necessary entry exit slips as per the "Standard Operating Procedure" adopted in consultation with SMP KOLKATA
- e. The Operator shall allot the parking to all the container vehicles within the CPP and maintain real time information on parked vehicles/ containers as per the Real time Parking management system and Management information system.
- f. The Operator shall coordinate with the customs department regarding the containers and Goods vehicles entering the CPP as per the "Standard Operating Procedure"
- g. The Operator shall appoint adequate number of personnel for managing and operating the entire CPP for 24 hours daily for the entire Contract period as per the "Standard Operating Procedure" and to fulfil its obligations under this scope of work.
- h. The Operator shall follow up through call/ message with the CHA agent as the vehicle enters the CPP.
- i. The Operator shall obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times during the Contract Period;
- j. The Operator shall collect parking charges levied on the Goods vehicles entering and leaving the CPP, as per the parking rates approved by the SMP KOLKATA for the entire Contract Period.
- k. The Operator shall maintain, manage and operate the entire facility after the refurbishment, and make necessary replacements to all project assets in case of any damages, malfunction and shall maintain the entire facility in operable conditions throughout the Contract Period

VI) Responsibilities of the Operator

The Operator shall make timely payments of use of all utilities and properties such as water Charges, Electricity Charges, Property Tax and any such other incidental charges related to the use of the property for the entire Contract Period

VII) Transfer of entire asset at end of Contract Period

The Operator shall transfer the entire asset (all equipment, machineries, software, and hardware inclusive of all type of refurbishment and related infrastructure / furniture) back to SMP KOLKATA or its authorized representatives at the end of the Contract Period in good working condition along with all warranties, guaranties for all equipment/machineries, software, and hardware as applicable. The vehicular equipment deployed by the Operator for the project such as Reach Stackers, fork lift Truck weighing machines, sweeper etc. shall be taken back by the Operator, on completion of the contract period.

VIII) Maintenance Schedule as per Scope of Work

- i. It is the responsibility of the Operator to carry out day to day, breakdown and preventive maintenance of all the systems / buildings at the Centralized Parking and Pre-Gate Plaza , as the case maybe.
- ii. Maintenance shall be taken over for all Civil, Electrical, Mechanical, Plumbing, Sanitary, security system and all such components within the Centralized Parking and Pre-Gate Plaza .
- iii. SMP KOLKATA or its authorised representatives will carry out detailed annual inspection and record the defects and record photographs/videos at any time during the Contract Period.
- iv. Wherever structural defects endangering safety to the occupants or the public at large are found, these must be resolved as the first priority, under intimation to SMP KOLKATA Authorities

IX) Complaint/Grievance Register

The Operator shall establish and maintain online portal for receipt and disposal of maintenance complaints which are made by the occupants and users of CPP .All complaints received shall be noted down in complaint register additionally. This is the basic document maintained with the Operator and shall detail the date of the complaint, complaint type, category and remedial measures taken up to resolve the complaint.

X) Cleanliness and sanitary precautions in the CPP during maintenance activities carried out
Cleanliness shall be maintained in the CPP. Suitable provision shall be made for disposal of garbage on continuous basis, so that the same is not allowed to accumulate / pile up and create unhygienic andunsightly conditions.

XI) Repair for water leakage, from sewers or unfiltered water supply lines

Any leakage from the water supply line, sewers or unfiltered water supply line noticed in the CPP shall be repaired immediately. Water shall not be allowed to stagnate on the roofs, Open yards, roadside to act as breeding place for mosquitoes. All precautions should be taken to keep the CPP area neat and clean. In case of unhygienic health hazardous conditions are noticed in the portion of areas/service maintained by local bodies or any other authority, the same shall be reported to them and pursued for action. Over- head tanks shall be provided with lockable covers and Mosquito proof couplings. The occupants/users shall be advised against storage of water in coolers/filters not in use and apply Mosquito repellents in the Cooler's pads etc. to check spread of any vector borne diseases.

XII) Housekeeping & Cleaning

The aim and objective is to provide a clean, hygienic and presentable look to the entire area. Pre-designated manager/supervisors of the Operator shall supervise the housekeeping and cleaning work. SMP KOLKATA shall at time to time monitor the cleanliness of the entire work, staff deployed by the successful bidder.

Section 9 . Bid Parameter

The Bid parameter is the “Fee Premium per 20 feet Tractor Trailer” for 8 hours . Bidder shall pay a fee for every 20 feet Tractor Trailer using the CPP, for 8 hours.

The Bid Parameter shall be quoted in “INR per 20 feet tractor Trailer” as per the tender format. The “Fee Premium per 20 feet Tractor Trailer” quoted by the bidder shall be escalated by 5% on annual basis. The reference date of escalation shall be 1st of April of the particular year.

For Converting 40 Feet Tractor Trailers to 20 feet Tractor Trailers a factor of 1.5 shall be used. For example, If a bidder quotes a fee of INR 10 per 20 feet tractor trailer, he shall have to pay INR 15 for Forty feet Tractor Trailer.

The Bid Premium shall be paid to SMP KOLKATA on a monthly basis consolidated. The payment shall be made by cheque before the 7th day of the subsequent month along with a Report showing the daily Tractor Trailers (20 feet and 40 feet) handled for the said month. E.g., The Payment for the Month of January 2020 shall be made by 7th of February of 2020 along with a Monthly Report.

Note :

- 1) **The Contract Period shall be 5 (Five) years, including the mobilization and Construction Period.**
- 2) **The Operator has to achieve complete Commercial Operations of CPP on or before completion of Two (2) months Construction Period from the date of receipt of LOA/ work order, as per terms and condition of the Contract Agreement.**
- 3) **It is to be noted that the 1st month of Operations will be on completion of Construction period within 2 months of LOA.**
- 4) **The revenue earning on monthly basis shall commence from 2nd month of Operations, with payment for the operations of the 1st month being submitted by Operator by 7th day of the 2nd month of operations.**

Section – 9.1 Payment Terms

In consideration of the grant of “Right to Operate” the CPP and the rights appurtenant thereto in favour of the Operator, the Operator shall, pay to the Authority, a fee as per the Bid Parameter expressed under Section 9 of this document, starting from the commercial operation date, with Commercial Operations of CPP to be achieved on or before completion of Two (2) months Construction Period from the date of receipt of LOA/ work order, as per terms and condition of the Contract Agreement.

The revenue earning on monthly basis needs to be paid by Operator by 7th day of the next month of operation for the previous month. In case the revenue is not transferred by the Operator within the stipulated time, then a penalty of Rs 7.35 Lakh per month would be imposed for each month delay in payment & to be paid by Operator within 30 days from the stipulated time of submitting fee.

Failing in making monthly payment of fee within stipulated time for consecutive three (3) months will directly lead to termination of contract & Performance Guarantee amount equivalent to INR 25,00,000/- inclusive of GST, shall be en-cashed & appropriated in accordance with the contract terms.

Section 10 . Termination

SMP Kolkata reserves the right to terminate the O & M contract and cancel the O & M contract Agreement (in case there is any contract agreement), if there is any breach of terms and conditions of contract and/or the Agreement, by giving 3 months notice.

The breaches which may result to termination of O & M contract are as follows:

- i) Non-payment of revenue earning for consecutive 3 months (as detailed in Section 9.1)
- ii) Encroachment
- iii) Subletting
- iv) Unauthorized construction
- v) Change of purpose - The O & M contract shall have to utilize Centralized Parking and Pre-Gate Plaza (CPP) area, as per the scope of work (as detailed in Sec. 8, Scope of Work, of Tender document) for the period of 5 (Five) Years for which it has been allotted, fulfilling the objectives of CPP; otherwise the O & M contract shall be liable for termination.
- vi) Non- compliance of conditions of O & M contract.

Note: If the Contract is cancelled for not complying with the conditions of O &M Contract, no compensation shall be payable by the Port.

Instruction for Online Submission of Bids

APPENDIX-I

Guidelines for submission of Techno-commercial & price bids and remittance of Tender fee

Bidders are requested to read the terms & conditions of this tender before submitting their online tender.

This is an e-procurement event of SMP, KOLKATA. The e-procurement service provider is Enivida Portal. You are requested to read the terms & conditions of this tender before submitting your online tender.

1. Process of E-tender :

Registration: The process involves vendor's registration with Enivida Portal <https://kopt.enivida.in>. Only after registration, the vendor(s) can submit his/her bids electronically. **Electronic Bidding for submission of Technical Bid as well as Commercial Bid over the internet:** The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet.

Contact persons (Enivida Portal): Phone No.7278929467/8448288981/8448288985/8927976198
Mail id: enividahelpdesk@gmail.com/ ewizarkumar@gmail.com /ewizardsaikat.pal@gmail.com

System Requirement:

- Windows 7 or above Operating System .
- I.E. - 8 and above Internet browser.
- Signing type digital signature.

2. Both the Techno-commercial Bid and Price Bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

4. E-tender cannot be accessed after the due date and time mentioned in NIT.

5. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

6. No deviation to the technical and commercial terms & conditions are allowed.

7. The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.

8. The Techno-commercial Bid and the Price Bid shall have to be submitted online through **Enivida Portal** <https://kopt.enivida.in> . Tenders will be opened electronically on specified date and time as given in the Tender.

9. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

10. Special Note towards Transaction fee:

Transaction fee is non-refundable.

A bidder will not have the access to online e-tender without making the payment towards transaction fee.

NOTE

Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

11. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of bidder with Railtel. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

12. E-tender cannot be accessed after the due date and time mentioned in NIT.

13. **Bidding in e-tender** : a) Bidder(s) need to submit Tender fees and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable by the tender inviting authority. b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The bidder(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in **Enivida Portal [https:// Kopt.enivida.in](https://Kopt.enivida.in)**.

d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

f)The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

h) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

i) SMP,Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.

14. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. No deviation to the technical and commercial terms & conditions are allowed.

15. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.

A. This is an e-procurement event of Syama Prasad Mookerjee Port. You are requested to read this tender document before submitting your bid online. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Tenderers willing to participate in this tender are required to go through the entire tender document.

Process of e-tender:

1	The tender offer shall have to be submitted by the Tenderer only through https://kopt.enivida.in mode as explained herein after.
2	<p>Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.</p> <p>Further, bidders are strictly advised to go through the following information and instructions available on the ENIVIDA Portal https://kopt.enivida.in before responding to this e-tender.</p> <ul style="list-style-type: none">➤ Information about DSC➤ FAQ➤ Bidders Manual Kit
3	<p>a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). Bidders are requested to go through the following information and instruction in respect of DSC available on the ENIVIDA Portal https://kopt.enivida.in before responding to this e-tender.</p> <ul style="list-style-type: none">➤ Information about DSC <p>b) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. SMP, KOLKATA shall not be responsible for making such arrangement.</p> <p>c) All communication to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, KOLKATA. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of bidder with ENIVIDA portal (i.e. Service Provider).</p>
4	<p><u>Submission of Techno-commercial & Price Bids:</u></p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The Techno-commercial Bid and the Price Bid shall have to be submitted together online at ENIVIDA Portal https://kopt.enivida.in. Bidders are again advised to go through the information and instructions available under following pages on ENIVIDA Portal https://kopt.enivida.in. This will help the bidder to submit the bid in propermanner:</p> <ul style="list-style-type: none">➤ Information about DSC➤ FAQ➤ Bidders Manual Kit <p>a) Part I: Techno-Commercial Bid should contain the documents stated under Annexure-VI. The bidders must upload all the documents required as per the list, failing which the bidder shall be disqualified. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p> <p><u>NOTE:</u> Techno-Commercial bid should not contain any PRICE.</p>

	<p>b) Part II:Price Bid: Price Bid / BOQ should contain Price only and the same should be free from any condition. The format of the Price Bid / BOQ is annexed at Appendix-VIII for reference of the bidders only. Bidders are strictly advised to go through the information and instructions available under following pages on ENIVIDA Portal https://kopt.enivida.in as explained above to submit the bid properly. The tenderers are advised to offer their best possible rates which must be above the Reserve Annual Fee detailed in Annexure-I. Bidders are requested to submit their most competitive prices while submitting the price bid.</p> <p>Note: Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in ENIVIDA Portal for e-Procurement only . Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through ENIVIDA Portal for e-Procurement mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.</p> <p>The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online ENIVIDA Portal for e- Procurement prior to closing time and date of the tenders will be taken as valid.</p> <p>The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.</p> <p>The bid summary will act as a proof of bid submission for a tender floated.</p>		
5	<p>Opening of Bids:</p> <p>a. Opening of Techno-commercial Bid: Techno Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>b. Opening of Price Bid: Date & time of opening of price bid will be intimated separately to the Techno-Commercially qualified bidder only. Price Bids of those bidders shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the Price Bids shall be accepted as a H1 bid for the tender for the parking lot. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p>		
6.	<p>a) In case of any clarification related to terms & conditions of tender, please contact SMP, KOLKATA (before the scheduled time of the e- tender).</p> <table border="1" data-bbox="349 1627 1437 1942"> <tr> <td data-bbox="349 1627 876 1942"> <p>1. Shri Gautam Mandal, Chief Engineer, Civil Engineering Department, 15, Strand Road, Kolkata – 700 001 Phone No. (91-033) 2230-0413 Email ID: ce@kolkataporttrust.gov.in</p> </td> <td data-bbox="876 1627 1437 1942"> <p>2. Shri Santanu Mitra, Dy. CE-III, Civil Engineering Department 15, Strand Road, Kolkata – 700 001 EmailID:santanumitra@kolkataporttrust.gov.in</p> </td> </tr> </table>	<p>1. Shri Gautam Mandal, Chief Engineer, Civil Engineering Department, 15, Strand Road, Kolkata – 700 001 Phone No. (91-033) 2230-0413 Email ID: ce@kolkataporttrust.gov.in</p>	<p>2. Shri Santanu Mitra, Dy. CE-III, Civil Engineering Department 15, Strand Road, Kolkata – 700 001 EmailID:santanumitra@kolkataporttrust.gov.in</p>
<p>1. Shri Gautam Mandal, Chief Engineer, Civil Engineering Department, 15, Strand Road, Kolkata – 700 001 Phone No. (91-033) 2230-0413 Email ID: ce@kolkataporttrust.gov.in</p>	<p>2. Shri Santanu Mitra, Dy. CE-III, Civil Engineering Department 15, Strand Road, Kolkata – 700 001 EmailID:santanumitra@kolkataporttrust.gov.in</p>		

	<p>b) For any technical related queries regarding the bid submission process and difficulties please contact ENIVIDA at 24 x 7 Help Desk Numbers available on ENIVIDA website https://kopt.enivida.in and email id : ewizardkumar@gmail.com / ewizardsaikat.pal@gmail.com or Ph no: 7278929467 / 8927976198</p>
7.	<p>Note:</p> <p>a) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. A bid will be considered as valid bid if it fulfills all the terms and conditions mentioned in the Tender Document.</p> <p>b) No deviation of the terms and conditions of the tender document is acceptable. The e-tender shall be governed by the terms and conditions mentioned in the NIT. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.</p> <p>c) E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website.</p> <p>d) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p> <p>e) The bid will be evaluated based on the filled-in technical and commercial formats uploaded.</p> <p>f) All the techno-commercially qualified / disqualified bidders will be informed by SMP, KOLKATA with the reason for disqualification. However, only Techno-commercially qualified bidders shall be informed about the date & time of the price bid opening.</p> <p>g) For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.</p> <p>h) For any queries related to portal, the bidders are asked to contact by mail / helpline as given in ENIVIDA Portal for e-procurement .</p> <p>i) In case there is an unscheduled Holiday / Bundh / Strike/ Lock Down on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final. In the event of any unforeseen closer of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice.</p> <p>j) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>k) SMP, KOLKATA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, as the case may be, without assigning any reason thereof.</p>

8. Remittance of tender fee and EMD:

- (i) The **Tender Fee in form of Demand Draft** a sum of **Rs. 11,800/- (Indian Rupees eleven thousand eight hundred only)** Plus GST would be non-refundable as the cost of the Tender document issued by any Nationalized Bank or Private Bank of India drawn in favor of 'Syama Prasad Mookerjee Port , Kolkata '.
- (ii) **Tender fee plus GST@18%** shall have to be submitted along with filled in Appendix-I as annexed with this tender document containing details of such deposits in a sealed envelope into the Tender Box / Drop Box kept in the office of Chief Engineer, Civil Engineering Department, SMP Kolkata,

within the time and date as mentioned in Schedule of tender (SOT). Tender Box / Drop Box shall be earmarked with NIT No and last date of submission etc and sealed Envelope should be dropped in that designated Box only.

(iii) Railtel Tender Processing Fee: (Non-refundable) Mode of Payment: E-payment only through Debit/Credit card or Net Banking. TPF- 0.1% of annual Reserve Price (Minimum ₹750/- - Maximum ₹7500/-) + GST Registration Charges ₹2000/- +applicable GST per year

(iv) The sealed envelope containing the same shall bear the following as provided by ENIVIDA to the bidder during registration, legibly super scribed on its outside surface.

Name of the Bidder

Contact No. & Email-id of the bidder...,

'Tender No.....'

'Bidder ID.....'

'Contains tender fee & EMD'

Subject : **Contract for Development, Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) for a Period Of 5 (Five) Years.**

All participating bidders are required to witness opening of the envelopes containing the said tender fee and EMD as per schedule.

(v) The tenderer shall upload the scanned copy of the DD instruments towards the cost of Tender fee (Rs. 11,800/-) while submitting the tender electronically in the ENIVIDA Portal for e-Procurement.

(vi) Also, all off-line documents as applicable for the bidder concerned and as mentioned in List of Documents to be submitted – APPENDIX-IX, if any, shall also have to be dropped into the same box within the same time schedule as mentioned in the SOT.

(vii) Tender / offer without the tender fee as above or deposited in any other form (say, by A/c Payee Cheque) shall not be considered.

Note: Tender Fee not received within the stipulated time or received in any other manner shall not be considered.

.....

ANNEXURE-I

Declaration for Acceptance of Terms and Conditions of the Tender Documents

Date:

To

The Chief Engineer,

SYAMA PRASAD MOOKERJEE

PORT KOLKATA , 15 Strand Rd

Kolkata-700001

Dear Sir,

Subject: Declaration for Bid for **Contract for Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP)**

The undersigned hereby acknowledges and confirms receipt of all the Parts of the Tender Document for the captioned project from SMP KOLKATA and conveys its intention to submit a Bid for the Project.

We have read and understood the Request for Bid (Tender) Document in respect of the Project provided to us by SMP KOLKATA. We hereby submit our Bid for the captioned project.

We confirm that our proposal is valid for period of 180 days from proposal due date.

We hereby agree and undertake as under:

“Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Tender Document provided to us.”

Name of the Bidder :

Signature of the Authorized :
Person

Name of the Authorized Person :

Note:

On the Letterhead of the Bidder or Lead Member of Consortium. To be signed by the Lead Member in case of a Consortium.

LETTER COMPRISING THE BID

Dated:

To,

The Chief Engineer

SYAMA PRASAD MOOKERJEE

PORT KOLKATA

Sub: Bid For Contract for Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP)

Dear Sir,

With reference to your Tender document dated, I/we, having examined the Tender document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We acknowledge that the SMP KOLKATA will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Application and in all Annexures is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying and bidding as a Bidder for the Operation, Management and Maintenance of Centralized Parking and Pre-Gate Plaza , the aforesaid Project.
3. I/ We shall make available to the SMP KOLKATA any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. I/ We acknowledge the right of the SMP KOLKATA to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial SMP KOLKATA or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public SMP KOLKATA nor have had any contract terminated by any public SMP KOLKATA for breach on our part.

6. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Tender document, including any Addendum issued by the SMP KOLKATA;
 - b. I/ We do not have any conflict of interest in accordance with relevant clauses of the Tender document;
7. 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 the Tender document, in respect of any Tender or request for proposal issued by or any agreement entered into with the SMP KOLKATA or any other public sector enterprise or any government, Central or State; and
8. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the Tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.3 of the Tender document.
10. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Technical and Financial Capacity criteria and meet(s) all the requirements as specified in the Tender document and are/is qualified to submit a Bid.
11. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.
12. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a Regulatory Authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
13. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
14. I/ We further certify that no investigation by a regulatory Authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
15. The Statement of Legal Capacity as per format provided at Annexure-VI of the Tender document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Annexure-XI & XII respectively of the Tender, are also enclosed.

16. I/ We understand that the selected Bidder shall either be an existing Company incorporated under the Companies Act, 1956 /Companies Act, 2013 or shall incorporate as such prior to execution of the “Contract Agreement”.
17. 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 SMP KOLKATA in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
18. I/ We agree and undertake to abide by all the terms and conditions of the Tender document.
19. With reference to your Tender document dated_____I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.
 - a. The Bid is unconditional and unqualified.
 - b. All information provided in the Bid and in the Appendices is true and correct.
 - c. This statement is made for the express purpose of qualifying as a Bidder for the Operation and Management of the Centralized Parking and Pre-Gate Plaza .
 - d. I/ We shall make available to the SMP KOLKATA any additional information it may find necessary or require to supplement or authenticate the Bid.
 - e. I/ We acknowledge the right of the SMP KOLKATA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 - f. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a “Contract Agreement” and agree to abide by the same.
 - g. I/We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in this Tender, we shall have no claim, right or title arising out of any documents or information provided to us by the SMP KOLKATA or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of project.
 - h. The Revenue Share for the bid by me/us has been quoted by me/us after taking into consideration all the terms and conditions and financial assistance as stated in Tender, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.
 - i. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened.
 - j. I/We hereby submit our Financial Bid for the project as per “Online Spread Sheet format” for undertaking the aforesaid Project in accordance with the Bidding Documents

In witness thereof,

I/ we submit this application under and in accordance with the terms of the Tender document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

ANNEXURE-III

1. Details of Bidder

(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/ or commencement of business:

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication	
	a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	Full name and address of each of its directors and any special particulars as to Directors if desired to be stated./ Full name and address of each of the partners and the interest of each partners in the partnership	
7	Copies of Memorandum, Articles of Association(with the latest amendments if any)/ Certified copy of Certificate of Registration / Certified copy of Partnership Deed	
8	Copies of audited Balance sheet of the company for the last three years	
9	GSTIN	

Date : _____

Place :

(Signature of bidder)
(Designation & Seal of Office)

Enclosures : _____Nos.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the SMP KOLKATA: (a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

(e) Fax Number:

5. In case of a Consortium:(Maximum 3 Members are allowed)

(a) The information above (1-4) should be provided for all the Members of the Consortium.

(b) A copy of the Jt. Bidding Agreement should be attached to the Application as per Annexure-X.

(c) Information regarding the role of each Member should be provided as per table below:

S.No.	Name of Member	Role in Consortium	Percentage of equity in the Consortium
1.			
2.			
3.			

The role of each Member, as may be determined by the Bidder, should be indicated, as a Financial Member, Technical Member, Operation Member etc.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/Member of Consortium:

S. No.	Criteria	Yes	No
1	Has the Bidder constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application?		
3	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

ANNEXURE-IV**Financial Capacity of the Bidder****(In Rs. crore)**

Bidder Type	Financial Capacity Indicator	Year 1	Year 2	Year 3
(1)	(2)	(3)	(4)	(5)
Single entity Bidder or Consortium Member 1 (Lead Member)	Networth			
Consortium Member 2	Networth			
Consortium Member 3	Networth			
TOTAL	Networth			

Name & address of Bidders Bankers:

Instructions:

The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:

- reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
- be audited by a statutory auditor, Chartered Accountant.
- be complete, including all notes to the financial statements; and
- Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year,

In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with the Tender document.

The bidder shall also provide the name and address of the Bankers.

The Bidder shall provide an Auditor's Certificate specifying the turnover and net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with the Tender document.

**Details of Eligible
Projects of
Bidder/Member**

Item	Particulars of the Project/Similar Project
Title of the Project	
Nature of the project	
Category of Project	Category 1/ Category 2
Entity for which the project was constructed/developed	
Location	
Project cost (INR Crores)	
Project Area (Sqft)	
Tractor Trailers Handled Yearly	
Revenue Collected from Entry/User Fee and Value Added Services	
Total Number of staff in the project with details – Employee of the firm & Contract workers	
Date of commencement of project/ contract	
Date of completion/commissioning	

Instructions:

1. The experience towards the works / projects completed for fulfilling the MEC.
2. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria mentioned in the Tender. Information provided in this section is intended to serve as a back up for information provided in the Application. Bidders should also refer to the Instructions below.
3. A separate sheet should be filled for each Eligible Project.
4. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, double counting by a consortium in respect of the same experience shall not be permitted in any manner whatsoever.
5. Certificate from respective Statutory Auditor and/or clients/Owning entity must be furnished for each Eligible Project, as per terms and conditions of the Tender document. Copy of work order / LOA and its completion certificate issued by the Client shall be submitted as a documentary evidence of the execution of the work.

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,

The Chief Engineer

SYAMA PRASAD

MOOKERJEE PORT,

KOLKATA

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the Tender document.

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

We have agreed that(*insert individual's name*) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the Tender. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable

Receipt or Screenshot as a Proof of Bid Security and Tender Document Fee

The Bidder shall attach/enclose a self-attested, legible copy of the receipt or Screenshot showing payment as a proof of payment of Tender Document Fee in this Annex.

Form of Bid Security Declaration

NIT NO: - SMPK/KDS/CIV/T/2601/983

Dt.30/08/2021

Ref. No...

Dated:

**The Chief Engineer,
Syama Prasad Mookerjee Port, Kolkata,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001**

We, ----- (Name of the bidder) understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.

We. The undersigned, declare that We accept that we will automatically be disqualified from bidding for any tender with you for a period of **three years** from the date of notification if We are in a breach of any obligation under the bid conditions, i.e. if we withdraw or modify our Bids during the period of validity.

Yours faithfully,

Signature of Tenderer :

Name:

Designation:

Date :

Details pertaining to compliance of Minimum Eligibility Criteria (MEC) of the Tender.

Sr. No.	MEC	Page Numbers at which the relevant information is submitted in the offer
1.	<p>1) Demonstrated Experience in Operation and Management of Eligible Projects fulfilling the following conditions</p> <ul style="list-style-type: none"> a. Handled minimum of 180 daily transactions of Heavy Commercial Vehicles (HCV) on an average daily. Commercial Vehicles shall include 2 Axle Trucks, 3 Axle Trucks, Multi Axle Vehicles, and Tractor Trailers etc. b. Collected Revenue in form of User fee/Entry Fee inclusive of value-added services from Parking Plaza or similar projects equivalent to INR 50,00,000.00 annually on an average 	
2	<p>The Bidder, in case it does not have an in-house expertise in Facility Management and/or Software Services/Technology Provider shall demonstrate that it has an association with “Eligible Associates”</p> <ul style="list-style-type: none"> a. Software services company or Technology provider or developer having a capability to fulfill the scope of work under this Tender, if the Bidder does not have in house expertise in the same. The bidder shall submit a Letter of Association if the Software services company is not a part of the Consortium b. For the purpose of this tender “Eligible Associates” shall mean those firms/companies registered under Companies Act 2013, having a minimum Net worth equivalent to 25% of the “Threshold Financial Capacity” in the preceding financial year. 	

3	The Bidder shall be registered with GST Authority. Valid GST registration certificate to that effect shall be submitted as a proof for the same.	
4	The Bidder shall be registered with ESI, PF commissioner. Certificate to that effect shall be submitted as a proof for the same.	
5	a) Net worth: Bidder shall, in the last financial year preceding the Application Due Date, has an annual net worth of INR 1,50,00,000 (“Threshold Financial capacity - Network”)	

Signature of the
Bidder Along with the
Company seal

shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956/2013 (as applicable) for entering into a "Contract Agreement" with the SMP KOLKATA and for performing all its obligations as the Operator in terms of the "Contract Agreement" for the Project.

Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

Party of the First Part shall be the Lead member/Financial/Technical Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the "Contract Agreement" when all the obligations of the SPV shall become effective;

Party of the Second Part shall be {the Technical Member of the Consortium;}

{{c) Party of the Third Part shall be the Operation & Maintenance Member of the Consortium; and}

Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender and the "Contract Agreement", till such time as the Financial Close for the Project is achieved under and in accordance with the "Contract Agreement".

Shareholding in the SPV

The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

The Parties undertake that a minimum of 51% (Fifty One per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times, be held by the Lead bidder at all times during the Contract Period. Parties of the First, Second and Third Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the Tender shall have a minimum stake of 26% of the subscribed and paid up equity share capital of the SPV at all times till the fifth year after COD.

The Parties undertake that each of the Parties specified above shall, at all times between the commercial operation date of the Project and end of the Contract Period thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 10% (ten per cent) of the Total Project Cost.

The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times in the Project.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the "Contract Agreement".

The Parties undertake that the O&M Member shall subscribe and hold at least 10% (Ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the "Contract Agreement".

Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;

The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

require any consent or approval not already obtained;

violate any Applicable Law presently in effect and having applicability to it;

violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the "Contract Agreement", in case the Project is awarded to the Consortium.

Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the SMP KOLKATA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

The mode of the execution of the Joint Bidding Agreement 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.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(To be executed on Stamp Paper of Rs.100/-)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at

....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 application for pre-qualification and submission of our bid for the.....

"(name of project)" proposed or being developed by the SYAMA PRASAD MOOKERJEE PORT KOLKATA (the "SMP KOLKATA") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the SMP KOLKATA, representing us in all matters before the SMP KOLKATA, signing and execution of all contracts including the "Contract Agreement" and undertakings consequent to acceptance of our bid, and generally dealing with the SMP KOLKATA in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the "Contract Agreement" with the SMP KOLKATA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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, Title 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 Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

.

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on Stamp Paper of Rs. 100/-)

Whereas the SYAMA PRASAD MOOKERJEE PORT KOLKATA (“the SMP KOLKATA”) has invited proposals from interested parties for the **Contract for Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) For a Period Of 5 (FIVE) Years** (the “Project”).

Whereas,.....and..... and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Bid (Tender) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at.....,
M/s. having our registered office at
....., and

M/s. having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre- qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the SMP KOLKATA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the “Contract Agreement” is entered into with the SMP KOLKATA.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

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

For

(Signature)

.....

(Name & Title)

For.....

(Signature)

.....

(Name & Title)

For.....

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

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.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Part – I:Techno-Commercial Bid

**Self declaration of the bidder as to the amount of admitted estate port dues
as on the day of NIT**

(To be downloaded, filled in, signed with seal, scanned and uploaded)

Name of Dock	Type of occupation	Plate No.	Name of Contractor/ Contractor	Outstanding dues as on the date of NIT(in Rs.)	Remarks
KDS	Contract				
	Lease				
	Foreshore occupation				
HDC	Contract				
	Lease				
	Foreshore occupation				
Total					

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by SMP Kolkata.

I/We hereby agree that in case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as mentioned above, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which I will be declared disqualified for the tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

**Part – I: Techno-Commercial Bid
(**FORMAT OF INDEMNITY BOND**)
[To upload a scanned copy]
On the Rupees Fifty Non – Judicial Stamp Paper**

INDEMNITY BOND

By THIS BOND I, Shri/Smt-----, son of Shri/Smt.-----
-----Residing at ----- by occupation -----the
Partner/Proprietor/Director-----having office at ----- am a
tenderer under Civil Department, Syama Prasad Mookerjee Port Kolkata(A statutory body under MPT Act,
1963)

2. WHEREAS , the said Syama Prasad Mookerjee Port Kolkata asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Civil Department, Syama Prasad Mookerjee Port Kolkata against all damages and accident to the Labourer Tenderer/contractor.

3. NOW THIS BOND OF INDEMNITY WITNESS THAT the Tenderer/contractor named herein above shall indemnify the Syama Prasad Mookerjee Port Kolkata AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Syama Prasad Mookerjee Port Kolkata and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port Kolkata during the execution of the work stated in the NIT No----- of -----.

4. AND the contractor hereunder agrees to indemnity and at all times keep indemnified the Syama Prasad Mookerjee Port Kolkata and its administrator and representative.

5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director----- Hereto set and seal this the----- Day of-----In the year----- at-----.

Sureties

Signature of the Indemnifier

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. Witness:

Signature:

Name:

Address

Part – I: Techno-Commercial Bid

Undertaking to be submitted in lieu of uploading/submitted signed copy of full tender document

[DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER’S LETTERHEAD, SIGNED, SCANNED AND UPLOADED]

NIT No. SMP Kolkata/KDS/TFC/.....

Date

Chief Engineer,
Civil Engineering Department,
15, Strand Road,
KOLKATA- 700001
Contact No. (91-033) 2230-0413

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addendum, Corrigendum if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addendum, Corrigendum.

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addendum, Corrigendum.

Yours faithfully,

.....

Signature of Tenderer

Name:

Designation:

Date :

Seal of the tenderer.....

Part – I:Techno-Commercial Bid**List of documents to be uploaded & submitted by the Tenderers**

The techno-commercial part of the offer shall contain the following:-

Sl. No.	On-line submission of the following
(i)	Scanned copies of DD of Tender Fee. / Proof of submission of Tender Document Fee as per Annexure-VII
(ii)	Scanned copy of Authorization letter / Power of Attorney in favor of the signatory to the tender, as per Annexure-XI , or Annexure-XII as applicable
(iii)	Scanned copy of self certified IT return of the last financial year and Auditors certified turn over details for the last three financial years ending on 31 st March 2021
(iv)	Scanned copy of self certified last three years ending on 31 st March 2021 balance sheet and profit & loss account in support of Annual Financial turnover and the same should be audited as per relevant norms wherever required.
(v)	Scanned copy of self certified duly signed self declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Annexure-XIII . Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which he will be declared disqualified for the tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.
(vi)	Scanned copy of self certified IT PAN Card/ TAN, GST number / GSTIN, EPF & ESI Registration certification.
(vii)	Scanned copy of self certified Bidder's Bank details (i.e. name of bank & address, Current a/c No, IFS Code).
(viii)	Scanned copy of Self certified Partnership deed or Memorandum of Association & Article of Association, as applicable, for the bidder concerned.
(ix)	Scanned copy of self certified Certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a company.
(x)	Declaration for Acceptance of Terms and Conditions of the Tender Document as per Annexure-I
(xi)	Letter comprising the Application for Submission of Bid – as per Annexure-II
(xii)	Details of Bidders as per Annexure-III
(xiii)	Financial Capacity of the Bidder as per Annexure-IV
(xiv)	Details of Eligible Project as per Annexure-V
(xv)	Statement of Legal Capacity as per Annexure-VI
(xvi)	Scan copy of Proforma of Bid Security Declaration, as per Annexure-VIII
(xvii)	Details pertaining to compliance of Minimum Eligibility Criteria (MEC) of the Tender as per Annexure-IX

Sl. No.	On-line submission of the following
(xviii)	Joint Bidding Agreement as per <u>Annexure-X</u>
(xix)	Self declaration of bidder for Port Dues as on date of NIT as per <u>Annexure-XIII</u>
(xx)	Format of Indemnity Bond as per <u>Annexure-XIV</u>
(xxi)	Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document, as per <u>Annexure-XV</u>
(xxii)	Declaration by the Tenderer - duly filled in <u>Annexure-XVII</u> (for undertaking for not having been black-listed etc).
Off-line submission of:	
I.	Tender Fee in the way as mentioned in Tender document.
II.	Any other hard copy of documents if required to be submitted as per Guidelines for submission of Techno-commercial & price bids and remittance of Tender fee.

Note : For all details of **procedure for submission of Techno-Commercial & Price bids & remittance of Tender Fee** , please refer to APPENDIX-I: Guidelines for submission of Techno-commercial & price bids and remittance of Tender fee.

Part – I: Techno-Commercial Bid

DECLARATION BY THE TENDERER

(To be downloaded, filled in, signed with seal, scanned and uploaded)

I (signatory of this undertaking) _____
son/daughter of _____
aged about _____ years, by faith
By occupation _____, residing at
_____, do hereby solemnly affirm and declare as follows:

I/We am/are a citizen(s) of India;

I/We have not been removed/ dismissed from service/employment earlier;

I/We have not been found guilty of misconduct in professional capacity;

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have not concealed or suppressed any material information, facts and records and

I/We have made a complete and full disclosure.

I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

I/We _____ (Name of tenderer/bidder) having examined the Tender Document (mention NIT No....) and fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment by SMP, KOLKATA for the **Contract for Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) for a Period Of 5 (Five) Years, the Centralized Parking and Pre- Gate Plaza (CPP) being spread over an area of 16,720 Sq.m, having 245 Parking bays for parking of Tractor Trailers carrying factory stuffed containers, on “as is where is” basis** through e-tender for the purpose as indicated in the format of this tender document.

I/We accept all the terms & conditions of the Tender Document (mention NIT No....).

I/We have deposited requisite Earnest Money and Tender Fee for the said tender as per procedure mentioned in Schedule of Tender.

I/We submitted copies of the required documents as mentioned in the Tender Document.

I/We have examined and have no reservations to the Tender Document issued by SMP, KOLKATA thereon.

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.

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.

I/We hereby undertake that we will abide by the decision of SMP, KOLKATA in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMP, KOLKATA in this regard.

I/We hereby undertake that in the event of furnishing any incomplete/ incorrect / false statement / scanned copy of any tampered document, the responsibility shall entirely lie with us and SMP, KOLKATA shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by SMP, KOLKATA.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status.

Dated:

Signature.....

Name.....

Address.....

Seal of the bidder:
Signature of the bidder with office seal

Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

.....

Format ofPart – II:Price Bid (BOQ) to be quoted online**Note:-****PRICE NOT TO BE QUOTED HERE.****PRICE TO BE SUBMITTED ONLINE ONLY (Refer APPENDIX-I for steps to be followed)****This is reference for the bidder only.****Item Rate BOQ**Tender Inviting Authority: Chief Engineer, Civil Engineering Department, SMP, KolkataName of Work: Contract for Development, Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) for a Period Of 5 (Five) Years**NIT NO. :** SMPK/KDS/CIV/T/2601/983

Dated 30/08/2021

Name of the Bidder/ Bidding Firm / Company:	To be filled up by the bidder.			
PRICE SCHEDULE (This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
Sl. No.	Item Description [Will be shown by the systems automatically]	Unit	Rate	TOTAL AMOUNT In Words [Will be shown by the systems automatically]
1	Contract for Development, Operation, Management & Maintenance of Centralized Parking and Pre-Gate Plaza (CPP) for a Period Of 5 (Five) Years Fee Premium per 20 feet Tractor Trailer (Price to be quoted by the bidder) (Excluding Taxes)		To be quoted by the bidder.	
Total in Figures				
Quoted Rate in Words				

Note :

a) The Bid parameter is the “Fee Premium per 20 feet Tractor Trailer” for 8 hours . Bidder shall pay a fee for every 20 feet Tractor Trailer using the CPP, for 8 hours.

b)For Converting 40 Feet Tractor Trailers to 20 feet Tractor Trailers a factor of 1.5 shall be used. For example, If a bidder quotes a fee of INR 10 per 20 feet tractor trailer, he shall have to pay INR 15 for Forty feet Tractor Trailer.

c) The “Fee Premium per 20 feet Tractor Trailer” quoted by the bidder shall be escalated by 5% annually. The reference date of escalation shall be 1st of April of the particular year.