



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

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

(Erstwhile KOLKATA PORT TRUST)

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

### **KOLKATA DOCK SYSTEM**

चयन

का

तकनीकी सलाहकार

प्रस्ताव के लिए अनुरोध (आरएफपी)

के लिए

“कोलकाता में कोलकाता डॉक सिस्टम से राष्ट्रीय राजमार्ग के साथ-साथ सुधार में सुधार/सुधार के साथ कार्गो यातायात के संबंध में व्यापक निकासी रणनीति के लिए तकनीकी आर्थिक व्यवहार्यता रिपोर्ट की तैयारी”

**SELECTION**

**OF**

**Technical Consultant**

**Request for Proposal (RFP)**

**FOR**

**“PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR COMPREHENSIVE EVACUATION STRATEGY IN RESPECT OF CARGO TRAFFIC FOR DIRECT CONNECTIVITY OF KOLKATA DOCK SYSTEM AT KOLKATA TO NATIONAL HIGHWAY ALONG WITH IMPROVEMENT/BETTERMENT OF EVACUATION INFRASTRUCTURE”**

**March 2022**

**Issued by**

**CHIEF ENGINEER,  
Civil Engineering Department  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
15 STRAND ROAD, KOLKATA 700001**

## DISCLAIMER

The information contained in this Request for Proposals document ("**RFP**") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Syama Prasad Mookerjee Port (SMP), Kolkata or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by SMP, Kolkata to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by SMP, Kolkata in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for SMP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SMP, Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

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

The issue of this RFP does not imply that SMP, Kolkata is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and SMP, Kolkata reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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## Glossary

<b>Agreement Value</b>	As defined in Clause 2.26
<b>Applicable Laws</b>	As defined in Clause 1.7.1
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Associate</b>	As defined in Clause 2.2.6
<b>Authorised Representative</b>	As defined in Clause 2.12.3
<b>Authority</b>	As defined in Clause 1.1.1
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<b>Confidentiality</b>	As defined in Clause 2.22
<b>Consultancy Documents</b>	As defined in Clause 2.1
<b>Contract</b>	As defined in Clause 1.8
<b>Consultant</b>	As defined in Clause 1.2
<b>Consultancy</b>	As defined in Clause 1.2
<b>CV</b>	Curriculum Vitae
<b>QCBS</b>	As defined in Clause 1.8
<b>Deliverables</b>	As defined in SCHEDULE-1: SCOPE OF SERVICES
<b>Data Sheet</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Eligible Assignments</b>	As defined in Clause 2.2
<b>Financial Proposal</b>	As defined in Clause 2.14
<b>Fraudulent Practice</b>	As defined in Clause 4.3
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Key Personnel</b>	As defined in Clause 2.1.4
<b>LOA</b>	Letter of Award
<b>Lead Member</b>	As defined in Clause 2.1.1
<b>MCA</b>	Model Concession Agreement
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<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposal Due Date or PDD</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Qualified Applicants</b>	As defined in Clause 1.6.2
<b>Restrictive Practice</b>	As defined in Clause 4.3
<b>RFP</b>	As defined in Disclaimer
<b>Scheduled Bank</b>	As specified in RBI Act, 1934
<b>Selected Applicant</b>	As defined in Clause 1.6.2
<b>Selection Process</b>	As defined in Clause 1.6.1
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<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Subject Person</b>	As defined in Clause 2.3.3(a)
<b>Support Personnel</b>	As defined in Clause 2.13.7
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>TOR</b>	Terms of Reference
<b>Technical Proposal</b>	As defined in Clause 2.14
<b>Undesirable Practice</b>	As defined in Clause 4.3

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

## **INVITATION FOR PROPOSALS**

## 1. INTRODUCTION

### 1.1 BACKGROUND

- 1.1.1 Kolkata Port is the oldest Major Port in the country. But the nucleus of the present day Kolkata Port lies much earlier with the grant of trading rights to the British settlement in Eastern India by the Moghul Emperor Aurangzeb . The city of Kolkata has a synergistic linkage with the Port. In course of time, the power to rule this vast country passed from East India Company to the British Crown. The affairs of the Port were brought under the administrative control of the Government with the appointment of a Port Commission in 1870.
- 1.1.2 After independence, the Port was declared as a Major Port in 1975 after Major Port Trust Act, 1963 came into force.
- 1.1.3 At present, Evacuation of cargo is a major problem of Kolkata Dock System of SMP, KOLKATA and is limiting the present capacity of Kolkata Dock System. SMP, KOLKATA is presently looking after suitable options for streamlining the evacuation of cargo in order to increase the capacity of Kolkata Dock System.
- 1.1.4 The objective of the assignment is to improve the evacuation of cargo from Khidderpore Dock System (NSD & KPD) of SMP to the hinterland. The study area is mainly located but not limited to the existing and adjacent National Highways and their connectivity to Netaji Subhas Dock & KPD of Kolkata Dock System of Kolkata Port and preparing a feasibility report to find out best options for road connectivity including flyover, underground tunneling IT solutions etc. which also involves tunneling beneath Hooghly river to connect Kolkata Port with National Highways for evacuation of Cargo Traffic. The solutions suggested shall reduce the time taken, reduce congestions, & shall reduce carbon footprint. The proposed solution shall take care of traffic for next 25 years.

### 1.2 REQUEST FOR PROPOSALS

- 1.2.1 The Authority invites proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") who provides detailed Techno-Economic feasibility report to take up development of adequate connectivity from Port to National Highway Network to enhance functional efficiency of connectivity to the Ports.
- 1.2.2 The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the SCHEDULE-3: DATA SHEET.

### 1.3 DUE DILIGENCE BY APPLICANTS

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

### 1.4 RFP PROCESSING FEE

- 1.4.1 The RFP submissions shall be accompanied by a Bank Draft of **INR 2500/- + GST 18%** in favour of "**Chief Engineer, Syama Prasad Mookerjee Port, Kolkata** ", payable at Kolkata, India, as a non-refundable RFP processing fee (the "**Processing Fee**"). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Authority.

### 1.5 VALIDITY OF THE PROPOSAL



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

## 1.6 BRIEF DESCRIPTION OF THE SELECTION PROCESS

- 1.6.1 The Authority has adopted a two-stage selection process (collectively called the "**Selection Process**") for evaluating the Proposals comprising: (i) Technical Proposal and (ii) Financial Proposals to be submitted in two separate folders (collectively called the "**Proposal**"). The Proposal accompanied with the Processing Fee and Bid Security as prescribed in this RFP document. The evaluation of Technical Proposal and Financial Proposal will be based on the methodology and criteria detailed in Clause 3.
- 1.6.2 In the first stage, evaluation of the Pre-Qualification Proposal will be carried out as specified in Clause 3.1 for selection of Qualified Applicants (the "**Qualified Applicants**"). Based on this, a list of Qualified Applicants shall be prepared. In the second stage, evaluation of Technical Proposals of all Qualified Applicants will be carried out as specified in Clause 3.2 and a list of Technically Qualified Applicants (the "Technically Qualified Applicants") will be prepared. In the third stage, evaluation of Financial Proposals of all Technically Qualified Applicants will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

## 1.7 CURRENCY CONVERSION RATE AND PAYMENT

- 1.7.1 For the purposes of technical evaluation of Applicants, Currency conversion of Indian Rupees per US Dollar is as per the Proposal Due Date shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## 1.8 SCHEDULE OF SELECTION PROCESS

- 1.8.1 The Consultant, out of the set of Applicants, will be selected under Quality cum Cost Based Selection ("**QCBS**") and procedures described in this Request for Proposal (hereinafter referred to as "**RFP**" or the "**Contract**").

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

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

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

Chief Engineer  
Syama Prasad Mookerjee Port, Kolkata  
15 Stand Road  
Kolkata, 700001  
Email: [ce@kolkataporttrust.gov.in](mailto:ce@kolkataporttrust.gov.in)



## 1.10 PRE-PROPOSAL CONFERENCE

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

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

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

## 1.11 COMMUNICATIONS

1.11.1 All communications including the submission of Proposal should be addressed to:

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

1.11.2 The official website of the Authority is:  
Website: [smporkolkata.shipping.gov.in](http://smporkolkata.shipping.gov.in)

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 SCOPE OF PROPOSAL

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it can participate in the Selection Process (the "Sole Firm") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP specifically with reference to Clause 2.9. The Selection process comprises (i) Technical Proposal and (ii) Financial Proposals. The Applicant shall submit the Pre-Qualification Documents as per Appendix-I, Technical Proposal in the form at Appendix-II the Financial Proposal shall be submitted in the form at Appendix-III. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.

#### 2.1.4 Key Personnel

The Consultant's team (the "Consultancy Team") shall consist of the following key personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified below:

<b>Sl. No</b>	<b>Key Personal</b>	<b>Nos</b>	<b>Responsibilities</b>
1	<b>Team Leader</b>	1	The responsibility of the Team leader as team leadership and operational management, ensuring that the project is to be delivered in accordance with the highest quality standards, timely manner. One point contact to the Authority.
2	<b>Port cum Infrastructure Expert/ Deputy Team Leader</b>	1	Performs the basic project functions of analysis, coordination, planning, organizing, directing, controlling of the team and ensuring that the project is to be delivered in accordance with the highest quality standards, timely manner. One point contact to the Authority.
3.	<b>Transport Economist</b>		As a Transport economist, the person will be responsible for Traffic assignment, Traffic projection, Economic analysis. In this role the person will be required to evaluate the demand assessment.
4	<b>Structural / Bridge Engineer</b>	1	Structural engineer are primarily concerned with designing of structures that are safe and capable of withstanding the elements to which they will be exposed, as well as improving the structural integrity of existing structures preparing reports, designs and drawings etc.
5	<b>Geotechnical Expert</b>	1	Geotechnical engineers research and study soil to evaluate its suitability for foundations. The expert investigate and assess construction sites, conduct lab tests, create designs for structures, write and present reports etc.
6	<b>Environmental Specialist</b>	1	Carrying out site assessments. Evaluating environmental impact. Making recommendations on clean up, reclamation and waste management activities. Assessing how a site complies with environmental regulations.
7	<b>Hydrographer</b>	1	Analyzes hydrographic data to determine trends in movement and utilization of water: Reads meters and gauges to measure water flow and pressure in streams, conduits, and pipelines, and records data. Measures water level in lakes, reservoirs, and tanks.
8	<b>Marine Expert</b>	1	Carrying out the investigation of marine point of view to finalize the best possible option of evacuation.
9	<b>Finance Expert</b>	1	Performs the basic project finance forecasts, Financial analysis, calculation of project cost etc.

## 2.2 CONDITION OF ELIGIBILITY OF THE APPLICANTS

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

(a) For satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of providing consultancy project of Techno-Commercial Feasibility study / Feasibility Study / DPR for development of flyover/ Major Bridge/ Viaduct or tunneling or both, in last 5 years shall be deemed as eligible assignments (the “**Eligible Assignments**”).

(b) The Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, completed such assignment (where the DPR has been submitted by the Applicant) and received professional fees of more than 50% of total consultancy fees of the project and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

(c) Ongoing consulting assignments can be submitted with detail of progress supported by suitable documents. Assignments completed up to 80 percent or more shall only be considered for evaluation. The Applicant shall provide a proof that the assignment is completed up to 80 percent through copy of invoice or payment received till date (to be certified by the Applicant’s statutory auditor or Chartered Accountants) or through certificate from the respective client(s).

2.2.2 The Applicant shall fulfil the following Minimum Qualification Criteria to become a Qualified Applicant.

Sl. No	Minimum Qualification Criteria	Supporting Documents
1	The Applicant (Sole Entity) should be a Private/ Public limited company or partnership firm which is Incorporated and registered in India	Certificate of incorporation or establishment
2	Applicants should have a minimum Turnover of Rs. 100 Crore (One Hundred crore) p/a during each of the last 3 (three) Financial Years from Indian Consultancy services.	Certificate for Average Annual Turnover provided as per format provided in RFP
3	Applicants should have experience of at least 5 (five) <b>Eligible Assignments</b> in the last 5 years	To be provided as per format provided in RFP along with a completion certificate issued by the Client If details of sharing is not provided in the client certificate then the applicant has to provide CA certification for the project including total consultancy value and the fees received by the applicant
4	<b>The Central Government, any State Government, a statutory authority or a public-sector undertaking, from participating in any consulting assignment, should not have barred the Applicant as on date of Bid Submission. The Applicant should not have, during the last three years, failed to perform on any agreement – as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the</b>	Undertaking to be provided

**Applicant – nor been expelled from any project or agreement nor have had any agreement terminated.**

### 2.2.3 Key Personnel & Experience requirements :

The Consultancy Team shall consist of the Professional Staff (The "Key Personnel") who shall discharge their respective responsibilities to deliver the overall scope of work of this Tender and Deliverables outlined in TOR . Consultants will provide a team of experts and support team but not limiting to as detailed below to complete the assignment with high quality standards complying TOR:

Sl. No.	Key Personal	Minimum Qualification	Length of Professional Experience	Experience of Eligible Experience
1	<b>Team Leader cum Tunnel Expert</b>	Graduate in Civil Engineering preferably with post graduation in Transportation Engineering / Highway Engineering/Soil Mechanics/Geotechnical	Minimum 25 years of professional experience with minimum 5 years of experience of working in developed countries across the areas of planning, designing, feasibility, traffic study, market assessment and DPR etc. in roads, highways, and tunnels etc.	Led the Team in Minimum 10 relevant assignments with planning, designing, feasibility, Traffic study, DPR etc. in roads, highways, and tunnels
2	<b>Port cum Infrastructure Expert / Deputy Team Leader</b>	Graduate in Civil Engineering preferably with post-graduation in either Transportation Engineering or Infrastructure planning	Minimum 15 years of professional experience of planning, designing, feasibility, traffic study, market assessment and DPR etc. in roads, highways bridges, flyovers, Port and Logistic sectoretc.	Minimum 5 relevant assignments with traffic/feasibility/DPR etc. in roads, highways, bridges, flyovers, Port and Logistic sector.etc.
	<b>Transport Economist</b>	Master in Transport Planning	Minimum of 15 years of experience across the areas of Traffic assignment, Traffic projection, Economic analysis.	Should have at least 7 years of experience in undertaking economic analysis of transportation projects. Should have undertaken HDM4 analysis in at least 03 international projects. Should have experience of working with multi-lateral banks in

				transport sector.
4	<b>Structural Bridge Engineer</b>	Graduate in Civil Engineering with post graduation in Structural Engineering	<b>Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing &amp; execution of bridges/flyovers work.</b>	
5	<b>Geotechnical Expert</b>	Graduate in Civil Engineering with post graduation in Soil Mechanics	Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing & execution of bridges / tunneling / roads / highways work as Soil Experts	
6	<b>Environmental Specialist</b>	Graduate in Civil Engineering with post graduation in Environmental Engineering	Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing & execution of Projects involving Environmental Engineering.	
7	<b>Hydrographer</b>	Graduate in Civil Engineering/Marine Engineering with specialization of Hydrography	Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing & execution of Projects involving Hydrography.	
8	<b>Marine Expert</b>	Degree in Port Management/Marine Engineering or Master Mariner of equivalent	Minimum 10 years of professional experience as marine expert of which at least 2 projects related to marine/port related advisory.	
9	<b>Finance Expert</b>	CA/Cost Accountant / MBA Finance	Minimum 10 years of professional experience across the areas of financial feasibility and project structuring.	Minimum 4 relevant assignments with traffic/feasibility studies in ports /terminals and

				maritime sector in last 10 years.
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- 2.2.4 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.5 The Applicant should submit a Power of Attorney as per the format at Form-5 & Form 6 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.7 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.8 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### 2.3 CONFLICT OF INTEREST

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-4**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or



ownership interest of an Applicant (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, . For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, , will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, , will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, , in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of Section 2 of the Companies Act, 1956/2013. For the purposes



of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

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

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

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

## **2.4 NUMBER OF PROPOSALS**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually.

## **2.5 COST OF PROPOSAL**

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

## **2.6 ACKNOWLEDGEMENT BY APPLICANT**

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

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

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

## 2.7 RIGHT TO REJECT ANY OR ALL PROPOSALS

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

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

(a) at any time, a material misrepresentation is made or discovered, or

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

## B. DOCUMENTS

### 2.8 CONTENT OF THE RFP

**This RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:**

#### **Request for Proposal**

- 1 Introduction**
- 2 Instructions to Applicants**
- 3 Criteria for Evaluation**
- 4 Fraud and corrupt practices**
- 5 Pre-Proposal Conference**
- 6 Miscellaneous**

#### **Schedules**

- 1 Scope of Services**
- 2 Integrity Pact**

- 3 Data Sheet**
- 4 Guidance Note on Conflict of Interest**

## **Appendices**

### **Appendix-I: Pre-Qualification Proposal**

- Form 1: Letter of Proposal**
- Form 2: Particulars of the Applicant**
- Form 3 : Abstract of the Eligible Assignments of the Applicant**
- Form 4: Average Annual Turnover From Consultancy Services**
- Form 5: Format for Power of Attorney Authorised Personnel**
- Form 8: Format for Bank Guarantee Format For Bid Security**

### **Appendix-II: Technical Proposal**

- Form 1: Proposed Methodology & Work Plan**
- Form 2(A): Team Composition and Task Assignments**
- Form 2(B): CV of Key Personnel**
- Form 3: Eligible Assignment of Key Personnel**
- Form 4: Abstract of Eligible Assignment of Key Personnel**
- Form 5: Proposal for Sub-Consultant(s)**

### **Appendix-III: Financial Proposal**

- Form 1: Covering Letter**
- Form 2: Financial Proposal**
- GCC**
- Annexure-I**
- Annexure-II**
- Annexure-III**
- Annexure-IV**
- Annexure-V**
- Annexure-VI**

## **2.9 CLARIFICATIONS**

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

**"Preparation Of Techno Economic Feasibility Report For Comprehensive Evacuation Strategy In Respect Of Cargo Traffic For Direct Connectivity Of Kolkata Dock System At Kolkata To National Highway Along with Improvement/Betterment Of Evacuation Infrastructure "**

The Authority shall endeavor to respond to the queries within the period specified SCHEDULE-3: DATA SHEET prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.9.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.10 AMENDMENT OF RFP**

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

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.11 LANGUAGE

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

### 2.12 FORMAT AND SIGNING OF PROPOSAL

2.12.1 The Applicant shall provide all the information sought under this RFP with reference to Clause 2.8. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Applicant shall prepare and submit the Proposal as per the instructions given in SCHEDULE-3: DATA SHEET.

2.12.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "**Authorised Representative**") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-5) shall accompany the Proposal.

2.12.4 Applicants should note the PDD, as specified in SCHEDULE-3: DATA SHEET, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.16.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

### 2.13 PRE-QUALIFICATION AND TECHNICAL PROPOSAL

2.13.1 Applicants shall submit the Request For proposal in the formats at Appendix-I (the "**Request For Proposal**"). While submitting the Request For Proposal, the Applicant shall, in particular, ensure that:

(a) The Processing Fee is provided;

- (b) The Bid Security is provided;
- (c) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (d) power of attorney, if applicable, is executed as per Applicable Laws;
- (e) The proposal is responsive in terms of respective Clauses
- (f) Integrity Pact attached to be signed and submitted along with bid.

2.13.2 Applicants shall submit the technical proposal in the formats at Appendix-II (the "**Technical Proposal**").

2.13.3 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) CVs of all Key Personnel have been included;
- (c) Key Personnel proposed have good working knowledge of English language;
- (d) Key Personnel would be available for the period of the assignment;
- (e) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- (f) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (g) The proposal is responsive in terms of Clause 3.1

2.13.4 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.13.5 If an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such event.

2.13.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.7 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at APPENDIX-II: TECHNICAL PROPOSAL: Form-2.

2.13.8 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in the specific area of expertise. Credentials of such Sub-Consultants should be submitted in APPENDIX-II: TECHNICAL PROPOSAL: Form-5. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.13.9 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there.

2.13.10 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or



entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be. In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.14 FINANCIAL PROPOSAL**

2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-III (the "Financial Proposal") clearly indicating the Total Financial Bid in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.14.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(c) Costs (including break down of costs) shall be expressed in INR.

## **2.15 SUBMISSION OF PROPOSAL**

2.15.1 The Applicant shall submit the Proposal including both Technical Proposal and Financial Proposal as per SCHEDULE-3: DATA SHEET and the Content of the RFP as per Clause 2.8. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.15.2 The Request For Proposal with Processing Fee as per Clause 1.4 and the Bid Security as per Clause 2.20, shall be accompanied with the submitted proposal.

2.15.3 The Proposal shall be typed in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Proposal must be numbered and initialed by the person or persons signing the Proposal.

- 2.15.4 The completed Proposal must be uploaded on or before the specified time on Proposal Due Date. Proposals submitted by post, courier, fax, telex, telegram or e-mail shall not be entertained.
- 2.15.5 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will not be entertained.
- 2.15.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under this Agreement.

## **2.16 PROPOSAL DUE DATE**

- 2.16.1 Proposal should be submitted on the Proposal Due Date (PDD) and time specified in SCHEDULE-3: DATA SHEET, at the address mentioned in SCHEDULE-3: DATA SHEET, in the manner and form as detailed in this RFP.
- 2.16.2 The Authority may, in its sole discretion, extend the PDD by issuing a Corrigendum in accordance with Clause 2.10 uniformly for all Applicants.

## **2.17 LATE PROPOSALS**

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

## **2.18 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

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

## **2.19 BID SECURITY**

- 2.19.1 The Applicant shall furnish as part of its Proposal, a Bid Security in the form of a Demand Draft/ Bank Guarantee issued by a scheduled Commercial Bank in India in favour of "**Chief Engineer, Syama Prasad Mookerjee Port, Kolkata** ", payable at Kolkata, India, (the "**Bid Security**"), for an amount mentioned in SCHEDULE-3: DATA SHEET. The Bid Security shall be in the format given as part of the RFP. The Bid Security shall be valid for a period of 120 days beyond the Bid validity period as stipulated in SCHEDULE-3: DATA SHEET. Refer APPENDIX-I: Form-8 for the format of Bank Guarantee for Bid Security.
- 2.19.2 Any Pre-Qualification Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.19.3 The Authority will not be liable to pay any interest on the Bid Security. Bid Security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the Letter of Award to the Selected Applicant. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant accepting the Letter of Award and furnishing the Performance Security in accordance with provision of the RFP.



- 2.19.4 Bid Security of the Selected Applicant will be forfeited if it fails to furnish the required Performance Security within the specified period.
- 2.19.5 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
  - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (c) If the Applicant withdraws or amends its Proposal or impairs or derogates from the provision of the RFP in any respect within the period of Bid Validity;
  - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
  - (e) In the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
  - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.20 PERFORMANCE SECURITY**

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

## **D. EVALUATION PROCESS**

### **2.21 EVALUATION OF PROPOSALS**

- 2.21.1 The Authority shall open the Proposals as per the schedule provided in SCHEDULE-3: DATA SHEET and in the presence of the Applicants who choose to attend.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) The Proposal is received in the form specified in RFP;
- (b) It is received by the PDD including any extension thereof pursuant to Clause 2.16;
- (c) It is accompanied by Processing Fee and Bid Security;
- (d) It is signed, sealed and marked as stipulated in the RFP;
- (e) It is accompanied by the Power of Attorney;
- (f) It contains all information (complete in all respect) as request in the RFP;
- (g) It does not contain any condition or qualification, and
- (h) It is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.

2.21.7 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. The Technical Evaluation as specified in section 3 of this RFP will be carried out only for responsive submissions of Qualified Applicants.

2.21.8 Based on this Technical Evaluation, a list of Technically Qualified Applicants shall be prepared. The Financial Proposals of only the Technically Qualified Applicants will be opened. The Authority will notify the Technically Qualified Applicants, indicating the date and time set for opening the Financial Proposals. The notification may be sent by electronic mail.

2.21.9 Before opening of the Financial Proposals, the list of Technically Qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The Financial Evaluation and final ranking of the Proposals shall be carried out based on section 3.

2.21.10 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.11 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant if the Consultancy is subsequently awarded to the Applicant.

## **2.22 CONFIDENTIALITY**

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

privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.23 CLARIFICATIONS**

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.23.3 Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 NEGOTIATIONS**

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price submitted in the Financial Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

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

### **2.25 SUBSTITUTION OF KEY PERSONNEL**

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority or else this may lead to disqualification of the Applicant or termination of the Agreement.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

### **2.26 INDEMNITY**

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

## **2.27 AWARD OF CONSULTANCY**

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

## **2.28 EXECUTION OF AGREEMENT**

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

## **2.29 COMMENCEMENT OF ASSIGNMENT**

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with Clause 2.19.

## **2.30 PROPRIETARY DATA**

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

# **3. CRITERIA FOR EVALUATION**

## **3.1 EVALUATION OF PRE-QUALIFICATION PROPOSALS**

3.1.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below.

3.1.2 Pre-Qualification Proposals will be considered responsive only if:

- (a) The Pre-Qualification Proposal is received in the format specified in this RFP and comprises all the Forms included in Appendix-I of this RFP and the Incorporation Certificate / Establishment Certificate of the Applicant if any;
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is accompanied by Processing Fee as specified in this RFP;
- (d) It is accompanied by Bid Security as specified in this RFP;
- (e) It is accompanied by power of attorney, if applicable, is executed as per Applicable Laws;
- (f) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- (g) It does not contain any condition or qualification; and
- (h) It is not non-responsive in terms hereof.

3.1.3 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the RFP envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.

### 3.2 EVALUATION OF TECHNICAL PROPOSALS

3.2.1 Technical Proposals will be considered responsive only if:

- (a) The Technical Proposal is received in the form specified in this RFP and comprises all the Forms included in Appendix II of this RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed and marked as stipulated in this RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.2.2 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. The Technical Evaluation as specified in this RFP will be carried out only for responsive submissions of Qualified Applicants.

3.2.3 The Qualified Applicants will be called to make presentations to the Technical Sub-Committee as per SCHEDULE-3: DATA SHEET.

3.2.4 On each of the parameters under the technical score, the Bidder would be required to achieve a minimum of 70% of the Technical Score assigned to that parameter so as to get included in the computation of the Total Technical Score for the Bidder and to be qualified. The maximum achievable Total Technical Score for every Bidder would be 100. The Bidder(s) who have secured minimum Total Technical score of 70 points will be shortlisted as Technically Qualified Bidders and declared as qualified for opening of Financial Proposal.

3.2.5 The criteria for Technical Evaluation and weightages are given below:

SI No.	Evaluation Parameter	Total Marks
1	Relevant experience of the Bidder	25 marks
2	Relevant experience of the Key Personnel	60 marks
3	Quality of proposal: Approach & Methodology	15
	<b>TOTAL</b>	<b>100 marks</b>

#### 3.2.5.1 Technical Scoring Criteria



### 3.2.5.1.1 Relevant experience of the Bidder

Item	Parameter	Maximum Marks	Criteria
1	Relevant Experience of the Bidder		Break up Provided below
1(a)	The bidder should have worked on at least one (1) consultancy project of Techno-Commercial Feasibility study / Feasibility Study / DPR* for development of flyover / Major Bridge and tunneling both. In last 5 years	5	At least 1 projects: 2.5 marks \ For 2 projects and more – 5 marks
1(b)	The bidder should have worked on at least One (1) DPRs* on development of Major Bridge (Cable stayed / Extradose Bridge) of length more than 4km in last 5 years.	5	At least 1 projects: 2.5 marks For 2 projects and more – 5 marks
1(c)	The bidder should have worked on at least one DPR on Twin tube tunneling project*with length more than 4 km category in last 5 years	10	At least 1 project: 5marks For 2 or more projects –10 marks
1(d)	\ Average Annual Turnover from Indian Consultancy Business (In last 3 years)	5	For Turnover less than 100 Cr – 0 Marks For Turnover between 100 – 150 Cr – 2.5 marks (marks will be given proportionally)  For Turnover between 150 – 200 Cr – 5 marks (Marks will be Given proportionally)

NOTE: \* If a bidder is a subsidiary of any other firm then the credentials of the parent company will not be considered for evaluation

### 3.2.5.1.2 Relevant experience of Key Personnel

Position	Educational Background & Experience	Scoring	Total Marks
Team Leader	Graduate in Civil Engineering preferably with post graduation in Transportation Engineering / Highway Engineering/Soil Mechanics.	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.	15
	Minimum 25 years of professional experience across the areas of planning, designing,	More than 30 years: 7.5 marks	
		Between 26 - 30 years : 5 Marks	

	feasibility, traffic study, market assessment and DPR etc. in roads, highways, bridges, flyovers and tunnels preferably below rivers/waterways etc. [7.5 marks]	25 years: 4 Marks	
	Led the Team in Minimum 10 relevant assignments with planning, designing, feasibility, Traffic study, DPR etc. in roads, highways, bridges, flyovers and tunnels preferably below rivers etc. [7.5 Marks]	More than 15 assignment:7.5 Marks	
		Between 15 – 11 assignments:5 Marks	
		10 assignments: 4 Marks.	
Port cum Infrastructure Expert / Deputy Team Leader	Graduate in Civil Engineering preferably with post graduation either in Transportation Engineering or Infrastructure Planning	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.	10
	Minimum 10 years of professional experience of planning, designing, feasibility, traffic study, market assessment and DPR etc. in port & logistic sector, roads, highways etc. [5 Marks]	More than 15 years: 05 Marks	
		Between 12-15 03 Marks	
		Less than 12 years 02 Marks	
Minimum 5 relevant assignments with traffic/feasibility/DPR etc. in port & logistic sector, roads, highways, etc. [5 Marks]	More than 10 assignments: 5 Marks		
	Between 6 – 10 assignments: 4 Marks		
	5 assignments: 3 Marks.		
Transport Economist	Master In Transport Planning / Economics / Statistics	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.	10
	Minimum of 15 years of experience across th areas of Traffic assignment, Traffic projection, Economic analysis. (5 Marks)	More than 20 years – 5 Marks	
		15 – 20 years – 4 marks	
		Less than 15 years – 3 marks	
		More than 8	



	Should have atleast 7 years of experience in managing consultancy assignments in Transportation sector (5 Marks)	<b>assignments – 5 marks</b>	
		<b>Between 6-8 assignments – 4 marks</b>	
		<b>5 Assignments – 3 Marks</b>	
<b>Structural / Bridge Engineer</b>	<b>Graduate in Civil Engineering with post graduation in Structural Engineering</b>	<b>This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.</b>	<b>5</b>
	<b>Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing &amp; execution of bridges/flyovers/tunnelling work.</b> <b>[5 Marks]</b>		
<b>Geotechnical Expert</b>	<b>Graduate in Civil Engineering with post graduation in Soil Mechanics</b>	<b>This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.</b>	<b>5</b>
	<b>Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing &amp; execution of bridges/tunneling /roads / highways work as Soil Experts</b> <b>[5 Marks]</b>		
<b>Environmental Specialist</b>	<b>Graduate in Civil Engineering with post graduation in Environmental Engineering</b>	<b>This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.</b>	<b>5</b>
	<b>Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing &amp; execution of Projects involving</b>		

	<b>Environmental Engineering.</b> <b>[5 Marks]</b>		
<b>Hydrographer</b>	<b>Graduate in Civil Engineering/Marine Engineering with specialization of Hydrography</b>	<b>This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.</b>	<b>2.5</b>
	<b>Minimum 12 years of professional experience across the areas of expertise and services involving planning, designing &amp; execution of Projects involving Hydrography.</b> <b>[2.5 Marks]</b>		
<b>Marine Expert</b>	<b>Degree in Port Management/Marine Engineering or Master Mariner of equivalent</b>	<b>This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met.</b>	<b>5</b>
	<b>Minimum 10 years of professional experience as marine expert of which at least 2 projects related to marine/port related advisory.</b> <b>[5 Marks]</b>		
<b>Finance Expert</b>	<b><u>CA/Cost Accountant/MBA Finance</u></b>		<b>2.5</b>
	<b>Minimum 10 years of professional experience across the areas of financial feasibility and project structuring.</b> <b>Minimum 4 relevant assignments with traffic/feasibility studies in posrts/terminals and maritime sector in last 10 years.[2.5 Marks]</b>		

### 3.2.5.1.3 Quality of proposal: Approach &Methodology\

<b>Sl No.</b>	<b>Parameter</b>	<b>Total Marks</b>
	<b>Adequacy and quality of the proposal methodology</b>	<b>15</b>

	<b>and work plan in responding to the Terms of Reference(TORs):</b>	
	<b>The approach &amp; methodology should include a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing in Terms of Reference as a specific component of the assignment.</b>	
	<b>Suggested structure of the Technical Proposal:</b>	
	a) Technical Approach and Methodology	
	b) Work Plan	
	c) Organization and Staffing	
	a) <b>Technical Approach and Methodology:</b> Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. <u>Please do not repeat/copy the TORs in here.</u>	
	b) <b>Work Plan:</b> Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.	
	c) <b>Organization and Staffing:</b> Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff to accomplish the instant assignment.	
	<b>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</b>	

- 3.2.6 The Authority will notify Qualified Applicants who fail to score the minimum technical score and return their Financial Proposals unopened after completion of the Selection Process. The Financial Proposal of only the Technically Qualified Applicants will be opened.

### **3.3 EVALUATION OF FINANCIAL PROPOSAL**

- 3.3.1 Financial Proposal will be considered responsive only if:

- (a) The Financial Proposal is received in the form specified in this RFP and comprises all the Forms included in Appendix-III of this RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together and marked as stipulated in this RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

- 3.3.2 The Financial Evaluation will be carried out in respect of the Technically Qualified Bidders and each Financial Proposal will be assigned a financial score (SF). For Financial Evaluation, the Total Financial Bid indicated in the Financial Proposal will be considered. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

- 3.3.3 The financial scores(SF) of other proposals will be computed as per the following formula and will be adjusted to 2 decimal places:

$$SF \text{ [Financial Score of a technically qualified Bidder]} = 100 \times FM \text{ [Total Financial Bid of Lowest Technically Qualified Bidder]} / F \text{ [Total Financial Bid of the Technically qualified Bidder]}$$

### **3.4 Combined and Final Evaluation**

- 3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, as given in the SCHEDULE-3: DATA SHEET

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited by the Authority at its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

## **4. FRAUD AND COURRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4. hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the

LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 3 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. PRE-PROPOSAL CONFERENCE

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

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

## 6. MISCELLANEOUS

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

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;

- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record



## **SCHEDULES**

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

### **1.1 Scope of work / Terms of Reference**

1.1.1 As a part of the faster, quick evacuation of cargo from Ports and in terms of policy of MOS, there is an urgent need to take up development of adequate connectivity from Port to National Highway Network to enhance functional efficiency of connectivity to the Ports.

In the backdrop of the above, SYAMA PRASAD MOOKERJEE PORT, KOLKATA intends to invite bids from experienced Firm(s) to provide consultancy services for the instant work, which comprises of extensive study for development of adequate direct connectivity from Kolkata Dock System at Kolkata to adjacent National Highways and preparation of Feasibility report.

The consultancy services also encompasses a comprehensive traffic forecast and an assessment of current port operations including hinterland traffic, port connectivity as well as of existing and planned maritime and landslide infrastructure.

Based on future traffic volume / cargo throughput and available infrastructure, the consultant should identify both short term and long-term infrastructure improvement measures considering several freight evacuation scenarios. A report on traffic study of the dock areas both outside and inside of KDS, conducted by IIT Madras in 2018 is given as reference. Additional traffic data shall have to be done as per requirement to arrive at the conclusion. Additionally, a drawing showing roads, present parking areas & existing CFSs are also enclosed to have a broad overview of the road & logistics network around the dock area. The consultancy services also include best possible logistic & IT solution including optimization of traffic circulation flow inside the Dock, network of Road in the domain of SMPK limits covering various container freight station(CFS), container plots, parking, plots of lessees/ occupiers of SMPK Estate etc. and smooth connectivity with National Highway for betterment of cargo dispersion form consignor to consignee.

The consultancy services further includes development of short and long-term improvement measures that will improve freight movement, improve port performance and identify investment plans and assessment of financial viability including Economic and Financial viability analysis with possible suggested model for implantation of the project through PPP/ Toll etc. for optimal return in investment.

The Selected Bidder will have to co-ordinate /Liaison with Defence Authorities/NHAI/Railway Authorities/KMC/HMC/WB Govt /PWD/Relevant Municipalities/Concerned Statutory Authorities as per requirement and also advise SMP, Kolkata accordingly.

The selected Bidder shall first draw a preliminary study of the options

The study may be conducted exploring all available possible options so as to decide upon the best Investment decision on the Project based on comparison of pros and cons.

However, the study to be conducted but not limited to with the following options:

- A)** Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Roads / Flyovers.
- B)** Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Underground Tunneling below River Hoogly.

#### **Details of Options:**

- A) Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Roads / Flyovers.

The Scope of works for the above study may be carried out but not limited to as follows:

- i. Conduct Topographic Survey using LiDAR/Drone of the existing road, bridges and other structures along with the details of all intersecting roads from ROW to ROW;
  - ii. Collect inventory data and conduct visual condition survey of the existing road and utilities and identification of the stretches of maximum distress;
  - iii. Conduct traffic (volume count/updation) survey at necessary locations to assess the traffic density on the road and determination of traffic demand forecast as per requirement;
  - iv. Conduct Origin-Destination (O-D) Survey at selected locations as per requirement;
  - v. Conduct random Axle Load Survey to determine the Vehicle Damage Factor of the road as per requirement;
  - vi. Conduct parking survey for Trucks and multi axle vehicles as per requirement;
  - vii. Conduct intersection survey at possible intersections to determine the extent of junction improvement requirement;
  - viii. Carry out Hydraulic study of the existing bridge locations;
  - ix. Carry out Subgrade investigation through trial pit at the specified interval along the existing road;
  - x. Carry out Geotechnical Investigations at Bridge and Structure locations;
  - xi. Conduct existing utility survey along the existing road;
  - xii. Preparation of Strip Plan;
  - xiii. Preparation of Alignment Plan and Profile;
  - xiv. Conduct Preliminary Social Impact assessment study & Preliminary Environmental Impact assessment study
  - xv. Recommendation for widening of existing road based on traffic study and analysis;
  - xvi. Typical Cross Section Drawings;
  - xvii. Concept plan of Bridges and other Structures;
  - xviii. Preliminary Cost Estimate;
  - xix. Economic and Financial viability analysis with possible suggested model for implementation of the project through PPP / Toll etc. for optional return on investment.
- B) Option through connectivity from Kolkata Dock System at Kolkata to National Highway through Underground Tunneling below River Hoogly

The Scope of works for the above study may be carried out but not limited to as follows:

- i. Desk Study of the preliminary alignment of the proposed section between Dock area and National Highway by site reconnaissance or by drone.
  - ii. Design of horizontal and vertical alignment of the proposed tunnel satisfying the required parameters as being adopted for road tunnels in India. The scope includes design of approach connections with existing obligatory points/road network.
  - iii. Topographic Survey for tunnel along the tunnel alignment. The survey control points established by SMP, Kolkata shall be used for the survey, else, an arbitrary co-ordinate system will be established which can be connected to main network by SMP, Kolkata later on. Preparation of master Plans & L-Section of alignment fortunnel on a suitable scale.
  - iv. Geological interpretation of the area based on available satellite data supported by limited/feasible ground verification for major features. After ground verification and satellite data interpretation, preparation of the geological plan of the area of interest on 1:25,000 scale and L-section on the suitable scale to clearly depict the surface features.
  - v. Evaluation of ground pattern/rock/soil behavior and geological characterization of rock based on various empirical approaches.
  - vi. Conducting Geotechnical Investigation that may cover Geo-Physical Studies and/or drilling bore holes and in-situ/laboratory tests for better appreciation of sub-surface strata and obtaining the design inputs.
  - vii. Preliminary Environmental Impact assessment study
  - viii. Study of approaches & availability of land for last mile connectivity & feasibility of road & flyover
  - ix. Conceptual Design of tunnel cross-section keeping in view the functional requirement, drainage arrangements and preparation of the General Arrangement Drawings for the cross section geometry.
  - x. Conceptual Design of Portal and slope over the portal and preparation of drawings.
  - xi. Conceptual Design of support system immediately after excavation of tunnel faces as per the rock/soil conditions consisting of steel arches, rock bolts, shotcrete, wiremesh etc. and concrete lining as necessary as per design.
  - xii. Study of deployment of the rock/soil possible alternative construction methodologies for the tunnels and recommending the appropriate methodology detailing the excavation method, sequence of operations at various stages during construction.
  - xiii. Preparation of abstract cost estimate based on prevailing item rates at the projects of similar nature executed/under execution.
  - xiv. Economic and Financial viability analysis with possible suggested model for implementation of the Project through PPP/Toll etc. for optimal return on investment
- 1.1.2 Preparation and submission of Draft Techno-Economic Feasibility Survey Report toSMP, Kolkata.
- 1.1.3 Submission of Final Techno-Economic Feasibility Survey Report incorporating the comments of SMP, Kolkata

1.1.4 The work will also include all appurtenant works as described and set forth in, **Special Conditions of Contract, Particulars Specification of works, Specification for materials & workmanship** with all additional or varied works which may thereafter be required in accordance with **General Conditions of Contract** and as per direction and up to the satisfaction of the Engineer-in-Charge.

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

1.1.6 Reference Documents

- a) Traffic Study Report of the Dock areas both outside and inside of KDS, conducted by IIT Madras in 2018 (enclosed as Annexure- I)
- b) Traffic Master Plan(enclosed as Annexure-II)
- c) General Property Plan showing NSD , KPD & adjoining areas(enclosed as Annexure-III)
- d) Plan of Netaji Subhas Dock showing location of Gates(enclosed as Annexure-IV)
- e) Plan of Khidderpore Dock showing location of Gates(enclosed as Annexure-V)
- f) Plan of Dock areas & adjacent vicinity with designated parking areas & area(enclosed as Annexure-VI)

## 1.2 Deliverables, Timelines & Payment terms :

It is envisaged that the study will be undertaken in accordance with the following:

- (a) Schedule of Services with deliverables as per Clause 1.3
- (b) timetable with deliverables as per Clause 1.4

The payment terms has also been detailed in clause no 1.4.

## 1.3 Schedule of Services with Deliverables:

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

### 1.3.1 Inception Stage

Submission of Inception Report with approach & Methodology by the Consultant.

Ascertain SMPK's requirements, examine site constraints and potential after making necessary survey of the site and prepare a brief for SMPK's approvals.

### 1.3.2 Current status and Market demand assessment

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

### 1.3.3 Draft Techno Economic Feasibility Report Stage

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

#### 1.3.4 Final Techno Economic Feasibility Report

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

### 1.4 Time table with deliverables and stage payment

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

SI No	Deliverables	Timeline from the date of placement of work order	Payment
1	Inception Report	1 Month	15 %
2	Current Status and Market Demand assessment	3 Months	25 %
3	Submission of Draft Techno Economic Feasibility Report	4 Months	40 %
4	Submission of Final Techno Economic Feasibility Report	6 Months	20 %
<b>Total</b>			<b>100</b>

### 1.5 Co-ordination with Other Consultants, Methodology and Standards

The Selected Bidder will have to co-ordinate /Liaison with Defence Authorities/NHAI/Railway Authorities/KMC/HMC/WB Govt /PWD/Relevant Municipalities/Concerned Statutory Authorities as per requirement and also advise SMP, Kolkata accordingly.

### 1.6 The Obligation of SMP, Kolkata

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

### 1.7 The Obligations of the Consultant

The Consultant shall make his own arrangements for accommodation, transportation, equipment such as drone, computer or lap top and stationery as per requirement to complete the assignment as per TOR. The nominated Team Leader is expected to spend the majority of the assignment on location in Kolkata. All reports, minutes of meetings etc. shall be drafted by the Consultant. Circulation thereof shall be done by the SMP, K.

### 1.8 The Management of the Study

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

### 1.9 Monthly Meetings

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



## SCHEDULE-2: INTEGRITY PACT

### Integrity Pact

Between

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

And

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 5-Previous transgression**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to

take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

#### **8.a) The Name and Correspondence Particulars of Independent External Monitors:**

a) Shri Anand Deep; IRS (Retd)  
117/363, H — 1, Next to Gurdwara  
Pandu Nagar, Kanpur,  
Uttar Pradesh — 208 005  
Mobile : 9044797181  
Mail : anand.deep117@gmail.com

b) Shri Bipin Behari Mallick, IAS, (Retd)  
293, Naval Technical Officers,  
CGHS, Sector-22  
Dwarka  
New Delhi-110077  
Mobile : 9643002222  
9968150900  
E-mail ID : [bipinmallick@gmail.com](mailto:bipinmallick@gmail.com)

#### **Section 9 – Facilitation of Investigation:**

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

#### **Section 10 – Pact Duration:**

The pact beings with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful, this Integrity Pact shall expire after 6 months from the date of signing of the contract. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman, SMPK.

#### **Section 11 – Other Provisions:**

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

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

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

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

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

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

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address) .....

Witness 2:

(Name & Address) .....

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### SCHEDULE-3: DATA SHEET

Reference	Description
Objective of the consulting assignment	The objective of the assignment is to improve the evacuation of cargo from Khidderpore Dock System (NSD & KPD) of SMP to the hinterland. The study area is mainly located but not limited to the existing and adjacent National Highways and their connectivity to Netaji Subhas Dock & KPD of Kolkata Dock System of Kolkata Port and preparing a feasibility report to find out best options for road connectivity including flyover, underground tunneling IT solutions etc. which also involves tunneling beneath Hooghly river to connect Kolkata Port with National Highways for evacuation of Cargo Traffic. The solutions suggested shall reduce the time taken, reduce congestions, & shall reduce carbon footprint. The proposed solution shall take care of traffic for next 25 years.
Date of availability of RFP	12-04-2022 12.00 hrs.
Last date for receiving queries / clarification	25-04-2022 15.00 hrs.
Pre-Bid Meeting	29-04-2022 15.00 hrs.
Last date for uploading replies to the queries and corrigendum by Authority	10.05-2022 17.00 hrs.
Due Date time for Submission of Proposal (Proposal Due Date -PDD)	25-05-2022 15.00 hrs.
Bid Validity	4 months from Proposal Due Date
Opening of the "RFP"	26-05-2022 15.00 hrs.
Bid Security/Earnest Money	INR 10,03,560/ -
Performance Security	03% of Total Financial Bid (Agreement Value)
Evaluation of the Technical Proposal	Within 2 weeks after the opening of RFP
Opening of the Financial Proposal	A week after the Evaluation of Technical Proposal (To be informed later)
Declaration of Shortlisted Firms	Within a week after the opening of financial proposal (To be informed later)
Contact Person	Chief Engineer Syama Prasad Mookerjee Port, Kolkata 15 Stand Road Kolkata Email: <a href="mailto:ce@kolkataporttrust.gov.in">ce@kolkataporttrust.gov.in</a>
Proposal submission	Through online mode only @ Railtel Enivida portal Details given Below.
Evaluation weightage	The consultant to state cost in Indian Rupees only. The weights given to Technical Proposal and Financial Proposal are Tw=0.7 and Fw= 0.3 respectively
Letter of Award (LoA)	15 days from date of opening of Financial Proposal
Signing of Agreement & Commencement of work	Within 30 days of LoA

<p>Earnest Money Deposit &amp; RFP processing fee</p>	<p>EMD <b>Rs. 10,03,560/-</b> and RFP processing fee <b>Rs.2950/-</b> (including 18% GST) to be deposited separately by</p> <p>i)by Demand Draft/ Banker's cheque payable to Syama Prasad Mookerjee Port,Kolkata within 3 working days of last date of submission of bid at the following address Office of the Chief Engineer, Syama Prasad Mookerjee Port,Kolkata at 15 Strand Road,Kolkata-700001.</p> <p style="text-align: center;">Or</p> <p>ii) NEFT/RTGS to the Bank Account as detailedbelow:</p> <p>A/C :Syama Prasad Mookerjee Port,Kolkata</p> <p>A/c No : 067502000005535 IFSC : IOBA0000675</p> <p>Bank Name Indian Overseas Bank</p> <p>Branch Name : STRAND ROAD Branch</p>
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<p><b><u>Important Instruction for e-Tender</u></b></p>	
<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 requested to go through the following information and instructions available on the Enivida Portal <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> before responding to this tender:</p> <ul style="list-style-type: none"> <li>➤ Bidders Manual Kit</li> <li>➤ Help for Contractors</li> <li>➤ FAQ</li> </ul>	
<p style="text-align: center;"><u>Contact persons (Enivida Portal):</u></p> <ol style="list-style-type: none"> <li>1. M.K.Ghosh, Head of Operations &amp; Project Head North India. E-mail id : <a href="mailto:mkghosheproc@gmail.com">mkghosheproc@gmail.com</a> Contact Number: 8826040002</li> <li>2. Anand Singh Project In charge (KOPT) E-mail id : <a href="mailto:ewizardanand@gmail.com">ewizardanand@gmail.com</a> Contact number: 9355030602</li> <li>3. Mr.Kumar Prakash Project co-ordinator-Kolkata Port trust -HQ ,E-mail id : <a href="mailto:ewizardkumar@gmail.com">ewizardkumar@gmail.com</a> Contact Number: 7278929467 Mr.Siddharth Project Co-ordinator</li> </ol>	
<p>Bidding in e-tender :</p> <p>a. Bidder(s) need to submit necessary EMD &amp; Tender fees to be eligible to bid online in the e-tender. Tender fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by SMPK.</p>	

b. The process involves Electronic Bidding for submission of Technical and Commercial Bid
Any order resulting from this tender shall be governed by the terms and conditions Mentioned therein.
All entries in the tender should be entered in online Technical & Commercial Formats Without any ambiguity.
E-tender cannot be accessed after the due date and time mentioned in NIT.
SMPK reserves the right to cancel, reject, accept, withdraw, extend the tender in full, or part as the case may be without assigning any reason thereof.
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.
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.
The bid will be evaluated based on the filled-in technical & commercial formats.
Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda" . <b>A declaration in this regard is to be made by the bidder.</b>
(A) Part-I i.e. Techno commercial bid will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid. (B)Part-II i.e. Price Bid will be opened electronically of only those bidder(s) whose offer will be techno commercially qualified and accepted by SMPK. Such bidder(s) will be intimated the date of opening of Price Bid( Part-II) in due course through valid email confirmed by them. (C)Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the <a href="http://Railtel Enivida portal,www.kopt.enivida.in">Railtel Enivida portal,www.kopt.enivida.in</a> .

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

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

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

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

## **Appendices**

## APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-1

### LETTER OF PROPOSAL

(On Applicant's, letterhead)

[Location, Date]

To

Chief engineer

Syama Prasad Mookerjee Port,

15 Strand Road,

Kolkata – 700001

Email: [ce@kolkataporttrust.gov.in](mailto:ce@kolkataporttrust.gov.in)

**Sub:** RFP dated [date] for Selection of Consultant for **(NAME of the Project)**

Dear Sir,

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

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



conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above- mentioned Project.
12. The Bid Security of Rs.....(Rupees ) in the form of a Demand Draft is attached, in accordance with the RFP document.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favor of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-5.
16. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at clients format. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

## APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-2

### Particulars of the Applicant

1.1	Title of Consultancy:
1.2	Title of Project: ..... Project
1.3	State whether applying as Sole Firm
1.4	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
1.5	Not Applicable
1.6	<p>For the Applicant state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>

1.7	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers etc that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?  Yes/No</p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of .....</p>

## APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-3 (A)

### Abstract of Eligible Assignments of the Applicant<sup>\$</sup>

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Payment <sup>\$\$</sup> of professional fees received by the Applicant (in Rs.crore)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

<sup>\$</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per RFP

<sup>£</sup> The names and chronology of Eligible Assignments included here should conform to the project-

<p>Certificate from the Statutory Auditor<sup>\$</sup></p> <p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm Date:</p> <p>UDIN:</p> <p>(Signature, name and designation of the authorised signatory)</p>
--

wise details submitted in Appendix-I.

<sup>\$</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

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

## APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-4

### Average Annual Turnover from Consultancy Services of the Applicant

Sr. No.	Financial years	Annual Turnover from Consultancy Services of Applicant (INR)
1.	2018-19	
2.	2019-20	
3.	2020-21	
4.	Average Annual Turnover from Consultancy Services of Applicant	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor / Chartered Accountant with UDIN

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm



## APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-5

### Format for Power of Attorney

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

who is presently employed with/ retained by us and holding the position of ..... as our true

and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Technical Consultant for the

..... Project, proposed to be developed by the

..... (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,

THE ABOVE NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

DAY OF

....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

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

## APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-6

### Format for Bank Guarantee Format for Bid Security

(Refer Clause 2.20)

B.G. No.

Dated:

1. In consideration of you, ....., having its office at ..... , (hereinafter referred to as the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns)having agreed to receive the Bid of ..... (acompany registered under the Companies Act,1956/2013)and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the "**Applicant**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for appointment of Consultant for [name of assignment] (hereinafter referred to as the "Consultancy") pursuant to the RFP Document dated ..... issued in respect of the Consultancy and other related documents including without limitation the Agreement(hereinafter collectively referred to as"**RFP**"),we(Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "**Bank**"), at the request of the Applicant, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said ApplicantandunconditionallyandirrevocablyundertaketopayforthwithtotheAuthorityan amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the"**Guarantee**")as our primary obligation without any demur,reservation,recourse,contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Documents.
2. Any such written demand made by the Authority stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank,do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Applicant to keep its Proposal open during the Bid validity period asset forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees ..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 135 (one hundred and thirty five)days from the Proposal Due Date and further claim period of 30(thirty)days or for such extended period as may be mutually agreed between the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the

liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Bid Validity period or the period for conveying of Letter of Acceptance to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by \_\_\_\_\_ Bank  
By the hand of Mr./Ms....., its \_\_\_\_\_ and authorised official.  
(Signature of the Authorised Signatory)  
(Official Seal)

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

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

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

#### **1. Understanding of TOR (not more than fivepages)**

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

#### **2. Methodology and Work Plan (not more than tenpages)**

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

**Note:** Marks will be deducted for writing lengthy and out of context responses.

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

### Team Composition and Task Assignments

1. Key Personnel				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

2. Support staff (not to be evaluated)				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned



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

### Curriculum Vitae (CV) of Key Personnel

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

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

Note:

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

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

### Eligible Assignments of Key Personnel

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

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

### Abstract of Assignments of Key Personnel

Name of Key Personnel:

Designation:

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

Use Separate Form for each Key Personnel.

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

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

### Proposal for Sub-Consultant(s)

(Refer Clause 2.14.8)

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

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

Use separate form for each Sub-Consultant

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

Covering Letter

(On Applicant's, letterhead)

To

Chief engineer

Syama Prasad Mookerjee Port,  
15 Strand Road,  
Kolkata – 700001

Email: [ce@kolkataporttrust.gov.in](mailto:ce@kolkataporttrust.gov.in) Dear Sir,

Subject: Consultancy for

### Request for Proposal (RFP) For

#### PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR COMPREHENSIVE EVACUATION STRATEGY IN RESPECT OF CARGO TRAFFIC FOR DIRECT CONNECTIVITY OF KOLKATA DOCK SYSTEM AT KOLKATA TO NATIONAL HIGHWAY ALONG WITH IMPROVEMENT/BETTERMENT OF EVACUATION INFRASTRUCTURE"

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

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

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

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

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

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

### Financial Proposal

Subject: **Request for Proposal (RFP)**

For

**PREPARATION OF TECHNO ECONOMIC FEASIBILITY REPORT FOR COMPREHENSIVE EVACUATION STRATEGY IN RESPECT OF CARGO TRAFFIC FOR DIRECT CONNECTIVITY OF KOLKATA DOCK SYSTEM AT KOLKATA TO NATIONAL HIGHWAY ALONG WITH IMPROVEMENT/BETTERMENT OF EVACUATION INFRASTRUCTURE"**

Sr. No.	Description	Quantity	Rate	Unit	Amount (Rs)
1	RFP For "Preparation Of Techno Economic Feasibility Report For Comprehensive Evacuation Strategy In Respect Of Cargo Traffic For Direct Connectivity Of Kolkata Dock System At Kolkata To National Highway Along with Improvement/Betterment Of Evacuation Infrastructure "	1.00 operation	Not to quote here	Per Operation	Not to quote here

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

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

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

Date:

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

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



## **GCC**

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

#### **1.1 General Provisions**

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

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

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

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

(c) "Contract" means the Contract signed by the Parties, to which these General

Conditions of Contract are attached, together with all the documents listed in letter of award;

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

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

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

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

(h) "Local Currency" means Indian Rupees;

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.1.4 Language**

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

#### **1.1.5 Headings**

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

#### **1.1.6 Notices**

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

1.1.6.2 Notice will be deemed to be effective as follows:

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

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

#### **1.1.7 Location**

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

#### **1.1.8 Authorized Representatives**

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

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

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

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

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

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

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

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

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

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

#### 1.2.4 Expiration of Contract

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

#### 1.2.5 Entire Agreement

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

#### 1.2.6 Modification

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

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

#### 1.2.7 Force Majeure

##### 1.2.7.1 Definition

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

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

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

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

##### 1.2.7.2 No Breach of Contract

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

##### 1.2.7.3 Measures to be taken

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

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

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

##### 1.2.7.4 Extension of Time

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

##### 1.2.7.6 Consultation

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

#### 1.2.8 Suspension

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

#### 1.2.9 Termination

##### 1.2.9.1 By the Employer

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

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

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

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

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

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

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

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

For the purpose of this clause:

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

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

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

##### 1.2.9.2 By the Consultants

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

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

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

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

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

#### 1.2.9.3 Cessation of Rights and Obligations

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

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

#### 1.2.9.4 Cessation of Services

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

#### 1.2.9.5 Payment upon Termination

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

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

#### 1.2.9.6 Disputes about Events of Termination

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

### 1.3. Obligations of the Consultants

#### 1.3.1 General

##### 1.3.1.1 Standard of Performance

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



support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

#### 1.3.1.2 Law Governing Services

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

#### 1.3.2 Conflict of Interests

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

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

##### 1.3.2.2 Procurement Rules of the Employer

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

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

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

##### 1.3.2.4 Prohibition of Conflicting Activities:

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

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities objectionable to Employer.

#### 1.3.3 Confidentially

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

#### 1.3.4 Liability of the Consultants

Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.

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

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

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

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

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

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

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

(d) Insurance against loss of or damage to:

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

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

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

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

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

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

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

(c) any other action objectionable to the Employer.

#### 1.3.7 Reporting Obligations

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

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

#### 1.3.9 Equipment and Materials Furnished by the Employer

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



## 1.4. Consultants' Personnel

### 1.4.1 General

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

### 1.4.2 Description of Personnel

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

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

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

### 1.4.3 Approval of Personnel

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

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

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

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

### 1.4.5 Removal and/or Replacement of Personnel

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

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

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

Personnel replaced. Further for Key Personnel replaced for the second time, the remuneration payable shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel. Also, if the total replacement of Key Personnel exceeds 25%, the remuneration payable for Key Personnel shall not exceed 90% of the remuneration which would have been payable to the originally proposed Key Personnel or as per the tender conditions.

#### 1.4.6 Resident Manager / Team Leader

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

### 1.5. Obligations of the Employer

#### 1.5.1 Assistance and Exemptions

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

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

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

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

#### 1.5.3 Payment

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

#### 1.5.4 Counterpart Personnel

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

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

## 1.6 Payments to the Consultants

### 1.6.1 Cost Estimates

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

### 1.6.2 Remuneration and Reimbursable Expenditures

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

### 1.6.3 Currencies of Payment:

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

### 1.6.4 Mode of Billing and Payment:

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

- (a) No advance payment shall be paid to the Consultant.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements and other appropriate supporting materials, of the amounts payable pursuant to General Condition for such month. The payment is as per Financial Proposal and shall become due and payable as and when the task assigned in such stages completed in all respect.
- (c) The payment for the interim running account bills (R.A. Bill) shall be made to the Consultant within 30 days of date of certification of the bill by the Employer. For the final bill, the payment shall be made within 45 days of the day of certification of the bill by the Employer provided that there should not be any disputed item. If bills are in order and there are no disputed items, the bills shall be certified by the Employer within seven working days of the receipt of the bill by the Employer. In case Employer feels the submitted bill is not in line with the agreement, the same shall be returned to consultants promptly within seven days to resubmit the bill in acceptable form or withdraw the bill if it is disputed or beyond the scope of agreement. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory forty five (45) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such forty five (45) day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any

necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

## 1.7 Fairness and Good Faith

### 1.7.1 Good Faith

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

### 1.7.2 Operation of the Contract

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

## 1.8. Settlement of Disputes

### 1.8.1 Amicable Settlement

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

### 1.8.2 Dispute Settlement

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

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

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

If the Consultant does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 180 days of receiving the intimation from Engineer-in-Charge that final bill is ready for payment, the claim of Consultant shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. It is also a term of this contract that if any fees are payable to the Arbitrator these shall be paid equally by both parties. The arbitration proceeding shall take place in Kolkata only. However, all disputes are subject to exclusive jurisdiction of courts at Kolkata, only.

## 1.9. Liquidated damages:

### 1.9.1 Liquidated Damages for error/ variation:

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 50% (fifty percent) of the Agreement Value.

### 1.9.2 Liquidated Damages for delay:

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

### 1.9.3 Encashment & appropriation of Performance Security:

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

### 1.9.4 Penalty for deficiency in Services:

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