



अवधि के लिए हल्दिया डॉक कॉम्प्लेक्स और कोलकाता डॉक सिस्टम दोनों में खरीद, अनुबंध प्रशासन और निगरानी और कार्यान्वयन सहायता के लिए श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता (कोलकाता पोर्ट ट्रस्ट) की मौजूदा परियोजना निगरानी इकाई (पीएमयू) को मजबूत करने के लिए परामर्श सेवा के लिए ई-निविदा कार्य आदेश देने की तिथि से दो वर्ष की अवधि के लिए।

E-TENDER FOR Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.

सिविल इंजीनियरिंग विभाग
श्यामा प्रसाद मुखर्जी पत्तन, कोलकाता

Civil Engineering Department
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

TENDER NO.: SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

e-Tender Call Notice
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Civil Engineering Department

1.0 NOTICE INVITING TENDER

Tender No : SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

E-Tender is invited in Single Stage Two Bid System from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for **“Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.”** as per Bill Of Quantities The Bid Document may be seen from **the Enivida Portal** (<https://kopt.enivida.in/>).

Corrigenda or clarifications, if any, shall be hosted on the above mentioned website only. The tender is also published on KoPT website (www.smpportkolkata.shipping.gov.in).

SCHEDULE OF TENDER (SOT)

a. TENDER No.	SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022
b. MODE OF TENDER	e-Procurement System (Online Two Part (Techno-Commercial Bid and Price Bid) through Enivida Portal https://kopt.enivida.in/ The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c) i) Earnest Money Deposit @2%	The intending bidders should submit Earnest Money of Rs.5,61,960.00 (Rupees Five lakh sixty one thousand nine hundred sixty only) payable through DD / RTGS / NEFT / Bank Transfer etc.,) to be transferred on A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) or by Banker's cheque/ Bank Draft/ Pay Order payable to SYAMA PRASAD MOOKERJEE PORT, KOLKATA and payable at Kolkata within 3 working days of last date of submission of bid at the office of the Chief

ii) Tender Document fee	<p>Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 Strand Road, Kolkata 700001, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded.</p> <p>The intending bidders should submit the tender cost of Rs.2950/- (Rupees Two thousand nine hundred fifty only) including GST @ 18% (non-refundable) as per above separately to SMPK, otherwise their offer will be summarily rejected. Copy of the DD/Banker's Cheque should be uploaded.</p>
d. Date of NIT available to parties to download	10.05.2022 to 13.06.2022 (up to 14:00 hrs.)
f. Pre – Bid Meeting date & Time	Pre-bid meeting will be held at 11.30 Hours on 23.05.2022 in the chamber of the Chief Engineer of SYAMA PRASAD MOOKERJEE PORT, KOLKATA at SMPK Head Office at 15 Strand Road
g. Last date of issue of EMD & Tender Document fee in favour of SYAMA PRASAD MOOKERJEE PORT, KOLKATA. Last date of physically submission of Demand Draft/Cheque/Bank Draft.	<p>13.06.2022 (up to 15:00 hrs.)</p> <p>16.06.2022</p>
h. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at Enivida Portal	10.05.2022 (From 15:00 hours onwards)
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	13.06.2022 (Up to 3:00 P.M.)
j. Date & time of opening of Techno-Commercial Bid and Price Bid.	14.06.2022 (After 3:00 P.M.)

Note: In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened / held on the next working day without any further notice.

List of Annexures

Important Instructions for E- procurement	:- Annexure - A
Commercial Terms & Conditions	:- Annexure - B
Techno Commercial Bid(Cover-I)	:- Annexure - C
List of Scanned Documents required to be uploaded:-	Annexure - D
Price Bid (Cover-II)	:- Annexure – E

Chief Engineer
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Tender Inviting Authority

2.0 Important Instructions for E-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.

Further, bidders are requested to go through the following information and instructions available on the **Envida Portal <https://kopt.envida.in/>** before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

Contact Persons (SYAMA PRASAD MOOKERJEE PORT, KOLKATA):

1. S.Mitra,Dy. Chief Engineer-II
 2. S.K.Halder, Superintending Engineer(Contract Cell)
- Phone no. 9836298680, 96747 20075

e-mail :- santanumitra@kolkataporttrust.gov.in , sk.halder@kolkataporttrust.gov.in

Contact persons (Envida Portal):

Phone No.7278929467/8448288981

Mail id: - envidahelpdesk@gmail.com/ ewizardkumar@gmail.com

1	Bidding in e-tender : a. Bidder(s) need to submit necessary EMD & 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. b. The process involves Electronic Bidding for submission of Technical and Commercial Bid
2	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	E-tender cannot be accessed after the due date and time mentioned in NIT.
5	SMPK reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
6	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
7	No deviation to the technical and commercial terms & conditions are allowed.
8	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.
9	The bid will be evaluated based on the filled-in technical & commercial formats.
10.	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". A declaration in this regard is to be made by the bidder.
11.	(A) Techno-Commercial part of the Tender 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 Part will be opened electronically of only the qualified bidders and accepted by SMPK. Such bidders will be accepted by SMPK. Such bidder(s) will be intimated the date of opening price bid (part II) in due course through valid email id provided by them. (B) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-Envida Portal

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Office of the Chief Engineer,

Head Office Building, 15, Strand Road,

Kolkata 700 001.

Tele – 033 2230-3451 Extension: 398,399,400

Fax - (033) 2230-0413

E-mail id: ce@kolkataporttrust.gov.in

santanumitra@kolkataporttrust.gov.in , sk.halder@kolkataporttrust.gov.in

3.0 Commercial Terms & Conditions

SL. NO.	TERMS
---------	-------

- 1 Mere participation in e-tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of techno-commercial evaluation of bids also.
- 2 Copy of valid NSIC Certificate *or* **MSME** Certificate has to be submitted along with the bid.
- 3 EARNEST MONEY : As Per NIT
- 4 E-Tenderers submitted without requisite Earnest Money are liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or with MSME for items for which the tender is invited.
- 5 SCOPE OF WORK :
As per E-Tender Document
- 6 The Terms and Conditions of E-Tender shall be read in conjunction with the General Conditions of Contract, Specifications, Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires.
- 7 The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions over the General Conditions of Contract of SMPK In case of any dispute, question or difference either during the execution of the Contract or any other time as to any matter or thing connected with or arising out of this Contract, the decision of the Chief Engineer , SYAMA PRASAD MOOKERJEE PORT, KOLKATA, thereon shall be final and binding upon all parties.
- 8 The Contract will include the Client's Bid Documents with the General Conditions of Contract and the Bidder's Offer as finally accepted by the Client, together with Addenda, if there be any. Trustees' General Conditions of contract is the integral part of the tender / contract. The above mentioned General Conditions of Contract may be inspected at the office of the undersigned on any working day before quoting for the Tender.
- 9 The Trustees are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.
- 10 The contract shall be governed by all relevant Indian Acts applicable only within the jurisdiction of the High Court at Calcutta.

- 11 Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding.
- 12 Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Chief Engineer/SE(Contract cell) or his authorized representative at his office at 15, Strand Road, Kolkata 700001 in this regard. Non compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.

13 **VALIDITY :**

The tender shall remain open for acceptance for a period of **180 days** from the date of opening of techno-commercial bid.

If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees / sanctioning Authority.

14 **NON- RESPONSIVE BIDDER :-**

The offer/tender shall be treated as non-responsive, if it :

- (i) is not accompanied by requisite earnest money /valid NSIC Registration Certificate /MSME Registration Certificate.
- (ii) is not accompanied by requisite tender paper cost / or valid NSIC/MSME Registration Certificate.
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.

In addition to above, a bidder may be disqualified if –

a) The bidder provides misleading or false information in the statements and documents submitted.

b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in this regard shall be final and binding on the Bidder.

Offer / tender is submitted with any deviation from the tender terms & conditions.

15 **EARNEST MONEY AND SECURITY DEPOSIT : As per tender Document**

16 **Performance Guarantee : 3% of Contract Value**

- 17 In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to the Trustees, the Security Deposit may be forfeited and the order be cancelled at the option of the Trustees' apart from other actions.
- 18 **PRICES:** As per BOQ given in the tender document.
- 19 The bidder shall quote his price as per the Bill of Quantities in the Price bid (Part-II)
- 20 Orders may be placed in full/part to the lowest bidder.
- 21 Price(s) to be quoted should remain firm over the contract period.
- 22 **The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.**
- 23 **EVALUATION CRITERIA: As per relevant clause of Tender document.**
- 24 PAYMENT: As per Tender document.
- 25 Location: As per Tender document.
- 26 Time of Completion: As per Tender document.
- 27 Work is to be carried out as per terms & condition of the contract document.
- 28 JURISDICTION OF COURT :
- The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of Kolkata.
- 29 PERSONAL PROTECTIVE EQUIPMENT (PPE):
Contractor and their workmen including driver must use PPE, i.e. safety helmet etc at the time of work inside dock premises at their own cost. For safety measure CI No 2.1 ,page 10 may be referred to.
- 30 Compensation (Liquidated Damages) against failure to complete the work within the stipulated time as per tender condition.
- 31 Price adjustment clause: As per Tender document.
- 32 Technical capacity: As stipulated in Tender document.
- 33 Financial capacity: As stipulated in Tender document.
- 34 DOCK PERMITS : As per tender document.

Besides the above conditions all other conditions as stated in NIT, BOQ, Special Conditions of Contract, Instruction to the tenderers, shall have to be agreed by the Bidders.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

15, स्ट्रैंड रोड, कोलकाता -700001

15, Strand Road, Kolkata - 700001

NIT No.: SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

NOTE: Last Date of Download **of tender documents** : 13.06.2022 (up to 14.00 hours)

Tender is due for submission by 3:00 P.M. On 13.06.2022

Tender is due to open at **3:00 P.M.** On 14.06.2022

Techno Commercial Bid (Part-I)

.....

Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.

XX

SHORT TENDER NOTICE

E-Tender is invited in Single Stage Two Bid System from reliable, bonafide & experienced agency with required experience as per Prequalification criteria stipulated in Tender Document for the following work at SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

Name of work	:	Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.
NIT No	:	SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022
Period Of Execution	:	24 (TwentyFour) Months
Earnest Money	:	Rs.5,61,960.00 (Rupees Five lakh sixty one thousand nine hundred sixty only)
Period of Download of E-Tender (Both Days Inclusive)	:	10.05.2022 to 13.06.2022 (UPTO 14:00 HRS.) (Bid document will be available on Envida Portal.)
Date and Time for pre-bid meeting & site visit	:	Pre-bid meeting will be held at 11.30 Hours on 23.05.2022 in the chamber of the Chief Engineer of SYAMA PRASAD MOOKERJEE PORT, KOLKATA at SMPK
Last date of submission of e-tender and opening of the tender	:	Submission: 13.06.2022 Up to 15:00 hrs. Opening: 14.06. 2022 after 15:00hrs.
Cost of Tender Document (Non-refundable)	:	2950/- (Rupees Two thousand nine hundred fifty only)
ix. Contact Person.	:	S.Mitra,Dy. Chief Engineer-II S.K.Halder,Superintending Engineer(Contract Cell) Phone nos. 9836298680, 9674720075

4.0: INSTRUCTIONS TO BIDDER

E-TENDER FOR “Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.”

TENDER NO : SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

1.0 GENERAL

The work as described in the tender shall be executed in Kolkata and in accordance with the attached, Special Conditions of Contract & detailed Bill Of Quantities.

2.0 Earnest money and cost of tender paper are to be physically deposited at the office of Chief Engineer at 15, Strand Road, Kolkata-700 001 by vendors/contractors through Bank Draft/Banker's Cheque/Demand Draft/Pay Order etc. in favour of SYAMA PRASAD MOOKERJEE PORT, KOLKATA, payable at Kolkata, within 3 days after opening of tender.

2.1 Details of cost of e-tender paper remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

2.2 Details of Earnest money remitted should be entered by the participating vendor/contractor in the space provided in the e-tender as indicated hereunder:

- a) Name of remitting vendor/contractor :
- b) Tender No. :
- c) Amount remitted :
- d) Date of remittance :
- e) Bank Draft / Cheque No. :

Tender submitted without requisite Earnest Money and cost of tender paper will be liable for rejection.

3.0 MODE OF SUBMISSION OF BID :

3.1 All bidders must submit their offers through e- tendering in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted.

3.2 A Bid shall contain the following *scanned copies of* which are to be uploaded (Refer Annexure D):-

- i) GST registration certificate.
- ii) Valid Trade Licence(Valid for current period & also for type of work) /Registration. Any Foreign agency can also participate by making a Consortium/ Joint Venture with some Indian Firm fulfilling the above criteria.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account. EPF Registration Certificate.

- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate.
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding/successful Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Last three years balance sheet and profit & loss account in support of Annual Financial turnover (i.e. **2018–2019, 2019-2020 and 2020-2021**) **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor**
- ix) PAN Card
- x) Bank Draft/ Pay order etc. regarding EMD & Cost of Tender documents/valid NSIC certificate
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India(**to be mentioned in the letter head of the Firm**).
- xiii) Self-declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work(**to be mentioned in the letter head of the Firm**).
- xiv) A list of **Service contracts/works/projects** which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule – T) in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,addenda & corrigendum **in the letter head of the Firm**.
- xvi) Last page of "Bill Of Quantities" & the "Form Of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities for clarification of his documents or credibility.

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action**.

3.3 All the bidders should submit the e-tender in accordance with the Mode of submission of Bid as afore-said.

4.1 Earnest Money Deposit : As per Clause 3.1. Any Bid not accompanied with proper EMD shall be rejected summarily as being non-responsive and the Price Bid will not be opened.

4.2 REFUND OF EARNEST MONEY:-

The EMD of the unsuccessful Bidders will be returned without interest, after finalisation of tender to the A/C from which the tender paper cost and EMD will be deposited should be in the name of Contractor/Authorised person of the firm who have digitally signed the Bid. Refund of EMD in respect of unsuccessful Bidders will also be made to that specific account of the Bidder as per the following.

a) Proposal rejected during scrutiny: Two weeks after the date of intimation of rejection of proposal.

b) Unsuccessful Proposals: One month after award of assignment to successful Bidder.

c) Successful Proposal: Two weeks after furnishing of Performance Security and signing of formal agreement.

4.3 The EMD (bid security) will be forfeited:

- a) If the documents submitted by a Bidder proves to be fake at any point of time during execution of work.
- b) If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.
- c) In case of a successful Bidder, if the Bidder fails to Sign the Agreement or to deposit the PSD within the specified time limit.

5. Performance Security Deposit (PSD):

3% (Three percent) of the Contract value shall be deposited either in the form of a D.D or B.G from any Nationalised Bank located at **Kolkata** in favour of SYAMA PRASAD MOOKERJEE PORT,Kolkata as Performance Security Deposit (PSD) on acceptance of the tender and before issue of Work Order which will be released after two months of successful & satisfactory completion of the entire job assigned to the Bidder with a further claim period of three months. SYAMA PRASAD MOOKERJEE PORT,Kolkata reserves the right to seek extension of the validity of the PSD, if considered necessary, and the contractor will be duty bound to do so. In case, the contractor fails to extend the validity as requested by Kolkata Port Trust , the PSD will be encashed.

The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest after opening of Price bid (Part – II) of the e-Tender document.

6.0 VALIDITY OF OFFER:-

The e-tender shall remain valid for a period of **180 days** from the date of opening the same. If before expiry of this validity period, the Bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his e-tender, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees/ Sanctioning Authority/Engineer.

7.0 DETAILED SCRUTINY OF E-TENDERERS :

8.1 During the course of examination of Part-I of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids. The price bids i.e. Part-II of those bidders who meet the qualifying criteria of NIT shall be opened.

9.1 During techno-Commercial Evaluation, i.e. evaluation of Part-I of tender, an offer shall be considered non-responsive in case it :-

- (i) is not accompanied by requisite Earnest Money /NSIC /MSME Registration certificate.
- (ii) is not accompanied by requisite Tender paper cost /NSIC /MSME Registration certificate.
- (iii) validity of the offer is less than tender stipulation,
- (iv) does not meet the Qualification Criteria as stipulated in the NIT.
- (v) The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions.

In addition to above, a bidder may be disqualified if –

9.2 a) The bidder provides misleading or false information in the statements and documents submitted.

- b) Record of unsatisfactory performance during the last seven years, such as abandoning of work or rescinding of contract for which the reasons are attributable to the non-performance of the contractor or inordinate delays in completion or financial bankruptcy etc.

The decision of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in this regard shall be final and binding on the Bidder.

10. Deleted

11. For **Micro & Small Enterprises (MSEs) registered with NSIC & or MSME:-**

- 11.1 Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) **or with MSME** are exempted from depositing Cost of Tender Document and Earnest Money.
- 11.2 If Micro & Small Enterprises (MSEs) registered with **NSIC or MSME** intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT. **Otherwise their offer will not be considered.**
- 11.3 Copy of valid NSIC Certificate for MSEs has to be submitted along with bid.

12.0 **EVALUATION CRITERIA:-**

- 12.1 As per cl. No. 38 of the tender

13.0 **ACCEPTANCE OF TENDER:-**

- 13.1 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 13.2 Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 13.3 The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.

14.0 **MISCELLANEOUS:**

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions, such E-Tenders are liable to rejection at the option of the Trustees without further reference to the bidder.
- iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- iv) All measuring units are in Metric System and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and uploaded.
- vi) Enlisted/registered contractor of SMPK will get the benefit of exemption of deposition of Earnest Money upto the prescribed limit. They are to upload the scan copy of the original T.R. issued to them by SMPK during registration to SMPK relating to **Permanent Security Deposit**.

- vii) The Bidder shall give a declaration about the names of their relations employed in SYAMA PRASAD MOOKERJEE PORT, KOLKATA. It is not the intention to debar the Contractors from working if their relatives are working in SMPK, but such a declaration is necessary in the interest of Trustees against any possible lapses.

SPECIAL CONDITION OF CONTRACT

1. TIME SCHEDULE OF TENDER

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	10.05.2022	11.00 AM
2	Last date for seeking Clarification on-line	18.05.2022	05.30 P.M
3	Date of Pre-Bid meeting at SMPK Head Office at 15 Strand Road, Kolkata 700001	23.05.2022	11.30 A.M
4	Date of uploading response to Clarifications sought	27.05.2022	03.30 P.M
5	(a) Bid Submission start date	28.05.2022	1.00 P.M
	(b) Bid Submission end date	13.06.2022	03.00 P.M
6	Tender Opening Date.	14.06.2022	03.00 P.M

3.1 CONTRACT DATA

(A) GENERAL INFORMATIONS:

1	Name of the work	Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order
2	Employer	SYAMA PRASAD MOOKERJEE PORT, KOLKATA
3	Employer's Representative	CHIEF ENGINEER, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 STRAND ROAD, KOLKATA 700001
4a	Contact Persons for queries/ details/data	SHRI GOUTAM MANDAL, CHIEF ENGINEER-033-22300413, 9836298695
4b	Contact Persons of ENIVIDA Portal	Phone No.7278929467/8448288981 Mail id: - enividahelpdesk@gmail.com / ewizardkumar@gmail.com

(B) BID INFORMATION :

1	Intended service contract period/Time period assigned for service contract	24 Months.
2	Last Date & Time of submission of Bid	Upto 1500 hours on 13.06.2022
3	Date of opening	1500 hours on 14.06.2022
4	Earnest Money Deposit and Tender Fee	<p>Earnest Money Rs.5,61,960.00 and Tender Fee Rs.2950/- (including 18% GST) to be deposited separately by</p> <p>(i) NEFT/RTGS to the Bank Account as detailed below: A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch</p> <p>OR</p> <p>(ii) by Banker's cheque/ Bank Draft/ Pay Order payable to SYAMA PRASAD MOOKERJEE PORT, KOLKATA and payable at 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, 15 Strand Road, Kolkata-700001</p>

5	Last date of submission of EMD & Bid Document fee at SYAMA PRASAD MOOKERJEE PORT, KOLKATA	Last date of physical submission of EMD & Bid Document fee at SYAMA PRASAD MOOKERJEE PORT: <u>three working days after the last date of closing of online bidding for the e-tender.</u>
7	Bid validity period	180 days from date of opening
8	Currency of Contract	INR
9	Language of contract	English

4.0 Experience & Financial Criteria:

To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

Sl.	Minimum Qualification Criteria
a)	Should have a registered office in India
b)	Should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on March 31, 2021
c)	Should not have been debarred or blacklisted <u>by Government or Central Govt./State Govt./PSU/Governmental Agency/Govt. Department.</u>
d)	Should have an average annual turnover of more than INR 10 crores from consulting/advisory services in last 3 years. The audited copy of the financial statements should be submitted.
e)	Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments.

Note : Work experience as a sub-contractor **shall not be** considered as the requisite qualification.

5.0 SYAMA PRASAD MOOKERJEE PORT, KOLKATA Right to Accept or Reject Proposal:

5.1 SYAMA PRASAD MOOKERJEE PORT, KOLKATA does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Tenderer's may please note that any conditions be it financial or otherwise, not covered in the tender documents will not be entertained and such tenders are liable for rejection.

5.2 Canvassing in connection with tenders are strictly prohibited and the tenders submitted by the tenderer(s) who resort to canvassing will be liable to rejection.

5.3 Notwithstanding anything contained in this Proposal Document, SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

5.4 SYAMA PRASAD MOOKERJEE PORT, KOLKATA also reserves the right to invite revised Technical Proposals and /or revised Financial Proposals from Bidders with or without amendment of the Proposal document at any stage, without liability or any obligation for such invitation and without assigning any reason.

5.5 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

Bid documents consisting of e-Tender Notice, Instruction to Bidders for e- procurement, Instruction to Bidders, Terms of Reference (TOR) & Format for Financial Bid (BOQ) in prescribed format and the set of terms and conditions of contract and tender details can be seen in the website: (<https://kopt.enivida.in/>).

- 5.0** (a) For effecting the Bid, the Bidder will deposit the Tender Paper cost and EMD separately to the A/C mentioned at 3.1(B) (Bid Information) by NEFT/RTGS and obtain the acknowledgement of the said transaction or by Banker's cheque/ Bank Draft/ Pay Order payable to **SYAMA PRASAD MOOKERJEE PORT, KOLKATA** and payable at Kolkata within 3 working days of last date of submission of bid at the office of the Chief Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, for, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 Strand Road, Kolkata 700001. A self-signed copy of these documents should be uploaded by the Bidder with the Tender in respect of the documents regarding EMD & Tender Paper cost which will be verified after opening of the Bid.

The Bidder should ensure that the above transaction should be within the stipulated bidding period for that tender. No previous dues of the Bidder shall be adjusted towards the above transaction of tender paper cost and EMD. The Bidder shall not use the same transaction in more than one tender; otherwise his bid will be rejected. The account from which the tender paper cost and EMD will be deposited should be in the name of Contractor/Authorised person of the firm who have digitally signed the Bid. Refund of EMD in respect of unsuccessful Bidders

will also be made to that specific account of the Bidder.

(b) The standard form for refund of EMD is available in the Tender documents under heading “APPENDIX C”, so as to facilitate the Bidder for applying refund of EMD. Refund of EMD in respect of unsuccessful Bidder will only be made to that account from which it was deposited by the Bidder.

The Bid documents will be available in the website: [\(https://kopt.enivida.in/\)](https://kopt.enivida.in/) from 10.05.2022 12-00 hours to 13.06.2022 up to 15:00 Hours for online bidding.

6. The Bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III.

7. All Bids are to be submitted online on the Website (<https://kopt.enivida.in/>) No Bid shall be accepted off-line. The Bids shall be received only “on line” on or before 1500 hours on 13.06.2022.

8. The copies of the licence/registration, ESI and EPF registration, GST registration etc. as applicable should be uploaded by the bidder.

9. In the e-Tender system, after uploading the Bid; the Bidder should not send any documents (Hard copy) to the Tender inviting Authority.

10. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

11. After evaluation of bid, all the Bidders will get the information regarding their eligibility/pre-qualification on website through Email.

12. The Price-bid of the successful Bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC).

13. A separate comparative statement shall be prepared by the Department basing on the scores obtained by the Bidders, by combining both technical and financial scores obtained by each qualified Bidder, and shall be uploaded in the Website for information of the Bidders. The combined score shall finalise the Rank 1 (one) Bidder.

14. Backing out from the offer by the participating Bidder after opening of Technical Bid by the successful Bidder will liable for forfeiture of EMD and debarment of the Bidder from participating in any future tenders.

15. Other details can be seen in the bidding documents.

16. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the Bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender website. Under any circumstances, SYAMA PRASAD MOOKERJEE PORT, KOLKATA shall not be liable to the Bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.

17. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.

18. If the documents as per Notice Inviting Tender (NIT) are not submitted/uploaded along with the bid or shortfalls are noticed, then the offer may be summarily rejected and no correspondence is to be entertained in this regard with any Bidder.

Sd/-

Authorised Signatory

**CHIEF ENGINEER
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

INFORMATION TO BIDDERS- TABLE OF CONTENT

TITLE	Page ref
1. General information.	12
2. Qualifying Requirement.	6, 14
3. About BoQ.	16
4. Bid Validity.	16
5. Earnest Money Deposit (EMD).	16
6. Submission of Offer.	17
7. Submission, Opening & Evaluation.	18
8. Award of Contract (AOC).	19
9. Fraud & Corruption.	20
10. Time Schedule.	21
11. Right of the Board to accept / reject tender.	7
12. Transfer of tender documents.	21
13. Income Tax	21
14. Taxes and Duties	22
15. Tax recoveries at source.	23
16. Retired Govt. or Company Officer.	22
17. Security requirements.	22
18. Legal Jurisdiction.	22
19. Signing of the Contract.	23
20. General Tender to form part of Agreement.	23

12. GENERAL INFORMATION:

This section of the bidding documents provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Tender Inviting Authority. It also provides information on, online bid submission, opening, evaluation and contract award.

a. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids electronically on the (<https://kopt.enivida.in/>) using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the E nivida Portal, prepare their bids in accordance with the requirements and submitting their bids online on the E nivida Portal.

b. REGISTRATION:

(i) Bidders are required to enroll on the e-Procurement module of the [https:// Enivida Portal https://kopt.enivida.in/](https://Enivida Portal https://kopt.enivida.in/) by using the “Register as Vendor” option available on the home page. Enrolment on the Enivida Portal is free of charge.

(ii) During enrolment / registration, the Bidders should provide the correct/true information including valid email-id & mobile No. All the correspondence shall be made directly with the contractors/Bidders through e-Mail-id provided.

(iii) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates (preferably Class III) with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.

(v) Upon enrolment on Enivida Portal for e-tendering, the Bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

Note : Those who already enrolled need not to go through this step.

c. PREPARATION OF BIDS

(i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.

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

(iii) Any clarifications if required, the Bidders have to go through the contact details given in the tender document.

(iv) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF formats.

d. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. All other information have been furnished at Sl. No.6 (a) of the e-Tender Call Notice.

(ii) While submitting the bids online, the Bidder shall read the terms & conditions (of Enivida Portal <https://kopt.enivida.in>) and accepts the same in order to proceed further to submit their bid.

(iii) In the e-tender system, after uploading the Bid, the Bidder need not to send any documents (hard copy) to the tender inviting authority before opening of Technical Bid. After opening of the bid, the authenticity of the uploaded documents will be verified by the tender inviting authority.

(iv) The Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified part.

(v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vi) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders.

(vii) After the bid submission (i.e. after Clicking “Final Submission” in the portal), the Bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.

(viii) Bidder should follow the server time being displayed on Bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(ix) All bids submitted by the Bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer256 bit encryption technology.

13. QUALIFYING REQUIREMENT

The Bidder(s) shall furnish documentary proof as below for fulfilling qualifying criteria as above failing which their offer may be summarily rejected:

a) Scanned copy of Firm’s valid Licence/Registration.

b) Scanned Copies of Similar Nature of assignment(s), Completion Certificate(s) from Client as per Clause 4 having Date of Commencement & Completion, Actual Date of Completion, Contract Value, Actual Payment Received , Contact address of the organisation/ Contact person with Mobile No., Land Phone No., FAX No., Postal Address etc who has issued such certificate(s).

c) Scanned Copies of Audited Balance Sheet/Profit & loss account/ Certificate from Chartered Accountant for last three years ending 31st March 2021. **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor**

d) Scanned copy of Power of Attorney certificate on Stamp Paper is to be submitted in case an authorized representative needs has to sign the tender document.

e) Self signed copies of Acknowledgement towards deposit of EMD & Tender Fee. This verified acknowledgement will be a part of agreement in case of the successful Bidder and will be used for refund of EMD in case of unsuccessful Bidder.

f) Application letter as per Annex- I

g) Proposal Security (Earnest Money Deposit) of **Rs.5,61,980.00** (Rupees Five lakh sixty one thousand nine hundred eighty only) should be deposited through NEFT/RTGS or by Banker's cheque/ Bank Draft/ Pay Order payable to SYAMA PRASAD MOOKERJEE PORT, KOLKATA and payable at Kolkata within 3 working days of last date of submission of bid at the office of the Chief Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 Strand Road, Kolkata 700001, as mentioned in Clause No.3.1(B) Sl. No.4 of e-TCN. In the event of party withdrawing

his proposal before the expiry of 180 days from the due date of submission of proposal, the party shall be cancelled and the amount payable by the Proposal Security shall become forthwith payable to Employer and decision of the Employer shall be final in that behalf. The Proposal Security of unsuccessful party will be discharged /returned as promptly as possible, but not later than 60 days after the expiration of period of proposal validity prescribed by the employer. The Proposal Security in respect of successful party will be released after furnishing of the necessary Performance Guarantee.

h) A forwarding letter confirming validity of the proposal for 180 days and detailing contents of the proposal including list of enclosed documents (with page number).

i) An undertaking that qualification, experience and minimum number of man power proposed to be deployed shall be as stipulated in the proposal document.

j) The Bidders shall submit an undertaking as Per Annexure-I, along with their bids stating that they have gone through, all Documents, Annexures, all Corrigenda & Addendums hosted by SYAMA PRASAD MOOKERJEE PORT, KOLKATA on Website and accordingly submitted their bid.

k) A statement supported by documentary evidence establishing fulfilment of all the Minimum Eligibility Criteria by the Bidder/s.

l) Details in respect of background of the party/ies past experience, organizational structure, key personnel, certificates from clients in respect of assignments executed in past, current assignments, CVs of key personnel and details of associate/s likely to be involved in executing this assignment. (The Clients certificate in respect of assignments executed in the past and current assignments in progress should be in English language only, along with the authenticated signature and seal of the client only).

m) Details in respect of proposed approach and methodology, site appreciation, team composition and experience for execution of the "Services" covering broadly all aspects of 'Terms of Reference' enclosed at Clause 41 to this proposal Documents.

n) The Tender Document and compilation of queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the party/ies.

o) Proposed work programme for the execution of the services, illustrated with bar chart of activities. The composition of the team, the assigned tasks and their timing should be brought out clearly using bar charts and flow diagrams.

p) Manning Schedule to be provided for the service, supported by bar diagrams showing the time proposed for each key professional staff.

q) Undertaking as per Annexure-VII.

NOTE: FIRM(S) MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANY WHERE IN PART OF TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTION OF WHOLE OF THE PROPOSAL OF THE CONCERNED PARTY/IES.

14. ABOUT BOQ: The unit rates in Format for Financial Bid shall be quoted strictly in figures only and macros must be enabled to see the word representation of figures.

15. BID VALIDITY: The validity of offer shall be **180 days** from the date of opening of tender. A bid valid for a shorter period may be rejected by the Purchaser as being non responsive. In exceptional circumstances, prior to expiry of the original tender validity period, the SYAMA PRASAD MOOKERJEE PORT, KOLKATA may request the Bidder, in writing, for a specified extension in the period of validity. The Bidder may refuse the request without forfeiting its EMD (bid security). The Bidder agreeing to the request will neither be required nor be permitted to modify its tender.

16. EARNEST MONEY DEPOSIT: -

a. The Bidder shall deposit EMD of **Rs.5,61,980.00** (Rupees Five lakh sixty one thousand nine hundred eighty only through NEFT/RTGS or by Banker's cheque/ Bank Draft/ Pay Order payable to SYAMA PRASAD MOOKERJEE PORT, KOLKATA and payable at Kolkata within 3 working days of last date of submission of bid at the office of the Chief Engineer, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 Strand Road, Kolkata 700001, as mentioned in Table No.3.1 (B).

b. Any Bid not accompanied with proper EMD shall be rejected summarily as being non-responsive and the Price Bid will not be opened.

c. The EMD of the unsuccessful Bidders will be returned without interest, after finalization of tender to the A/C from which the tender paper cost and EMD will be deposited should be in the name of Contractor/Authorised person of the firm who have digitally signed the Bid. Refund of EMD in respect of unsuccessful Bidders will also be made to that specific account of the Bidder as per the following.

a) Proposal rejected during scrutiny: Two weeks after the date of intimation of rejection of proposal.

b) Unsuccessful Proposals: One month after award of assignment to successful Bidder.

c) Successful Proposal: Two weeks after furnishing of Performance Security and signing of formal agreement.

d. The EMD (bid security) will be forfeited:

- i.If the documents submitted by a Bidder proves to be fake at any point of time during execution of work.
- ii.If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.
- iii.In case of a successful Bidder, if the Bidder fails to Sign the Agreement or to deposit the PSD within the specified time limit.

e. Performance Security Deposit (PSD):

3% (three percent) of the Contract value shall be deposited either in the form of a D.D or B.G from any Nationalized Bank located at **Kolkata** in favour of SYAMA PRASAD MOOKERJEE PORT, KOLKATA as Performance Security Deposit (PSD) on acceptance of the tender and before issue of Work Order which will be released after two months of successful & satisfactory completion of the entire job assigned to the Bidder with a further claim period of three months. SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to seek extension of the validity of the PSD, if considered necessary, and the contractor will be duty bound to do so. In case, the contractor fails to extend the validity as requested by SYAMA PRASAD MOOKERJEE PORT, KOLKATA, the PSD will be encashed.

17. SUBMISSION OF OFFER: -

- a. The tender shall be submitted online in Two Part system duly scanned and digitally signed by the authorized representative of the Bidder as follows:

(A) Part-1 (Technical Bid)

Online bids should be submitted containing original scanned copy of following document in Part-1.

- i) Scanned copy / Acknowledgement of Tender fee deposited.
- ii) Scanned copy / Acknowledgement of Earnest Money Deposit (EMD).
- ii) Online bids should be submitted containing original scanned copies of the documents listed out at Sl. No.2 above under the heading “QUALIFYING REQUIREMENT”.

(B) Part-2 (PRICE BID)

After filling the Technical Bid, bidder should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then bidder should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the bidder can click on the “Final submission” button to register their bid.

18. SUBMISSIONS, OPENING & EVALUATION:

- a. The bid should be submitted online at website <https://kopt.enivida.in/> only, by the due date mentioned in e-Tender Notice. The Server Date & Time as appearing on the website https://kopt.enivida.in only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared as holiday tender will be opened on next working day.
- b. Each Bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by all the documents as per clause 6. The system shall consider only the last bid submitted through the e-Procurement portal. Incomplete and conditional bids shall be rejected outrightly. A bid shall be deemed complete only if "FINAL SUBMISSION" is made.
- c. In the e-Procurement Portal, the bid is allowed to be modified any number of times before the final date and time of submission. The Bidder shall have to log on to the system and resubmit the bids as asked for by the system including the price bid. In doing so, the bids already submitted by the Bidder will be removed automatically from the system and the latest bid only will be admitted. But the Bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the Bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- d. For this tender withdrawal of bid is not allowed.
- e. Only those Bidders shall be considered qualified by SYAMA PRASAD MOOKERJEE PORT, KOLKATA, who submit requisite EMD, Tender Fee & documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the SYAMA PRASAD MOOKERJEE PORT, KOLKATA shall be final and binding in this regard.
- f. The Bidder shall bear all cost associated with the preparation & submission of its bid and the SYAMA PRASAD MOOKERJEE PORT, KOLKATA will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.
- g. Bid opening dates are specified during tender creation or can be extended vide corrigendum. Any addendum/corrigendum shall also be notified in the said website <https://kopt.enivida.in>
- h. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared

as Opening officers, log on the portal with their DSC the Tender cannot be opened

i. After evaluation of bid, all the Bidders will get the information regarding their eligibility on website.

j. Date of Price Bid opening would be intimated to the Prequalified Bidders through EMAIL after Technical Evaluation is completed.

k. The Price Bid of the technically qualified Bidders will be opened & evaluated on the notified date & time by the Bid Openers with their Digital Signature Certificate (DSC) in the presence of Bidders or their authorized representative who wish to be present. The Financial bid of the Bidders shall be opened one by one by the bid Openers. The Bidders can view bid opening remotely on their personalized dash board under “Bid Opening (Live)” link.

l. The Comparative statement of the tender shall be prepared manually by SYAMA PRASAD MOOKERJEE PORT, KOLKATA to decide the relative positions of the tenderer. The lowest tenderer will be decided based on QCBS system and not by quoted price.

m. After evaluation of bid, all the Bidders will get the information regarding their eligibility through Email. Thereafter, e-mail confirmation will be sent to all successful Bidders. The Bidders can check the same from the portal. The Bidder will get the information regarding the status of their Technical and Financial bid put together and ranking of Bidders on website.

19. AWARD OF CONTRACT (AOC).

a. The Bidder whose bid has been accepted will be notified for the award by the SYAMA PRASAD MOOKERJEE PORT, KOLKATA prior to expiration of the Bid validity period through the “Letter of Intent”, which will state the sum that the SYAMA PRASAD MOOKERJEE PORT, KOLKATA will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed in the Contract.

b. The Work Order will constitute the formation of the Contract until the Formal Agreement is signed.

c. The Bidder shall promptly check their e-mailbox registered with Envida Portal for receipt of any information/clarification/ correspondence in respect of their bid. SYAMA PRASAD MOOKERJEE PORT, KOLKATA shall not be responsible for non-receipt/failure of e-mail to the Bidders.

d. If any of the information furnished by the Bidder is found to be

incorrect, the Bid/ contract is liable to be rejected/terminated and the EMD will be forfeited.

e. SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to cancel the tender without assigning any reason thereof.

f. Conditional offers are liable for rejection.

g. Bids from those Bidders who have not submitted their offer as per e-Tender Notice will not be considered.

20. FRAUD AND CORRUPTION:

a. SYAMA PRASAD MOOKERJEE PORT, KOLKATA will reject a proposal for award if it is found that the Bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question.

b. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection

c. The details of work to be carried out and its scope are given in the "Tender Document" of these documents, which also indicate a brief description of the Project where work is to be executed. The tenderers are advised to study the same carefully before tendering and they shall be deemed to have full acquainted themselves with the same.

d. The Bidders; in their own interest, are advised to inspect and examine the site and its surrounding and satisfy themselves, before submitting their tenders, in respect of the site conditions including but not restricting to the following which may influence or effect the work or cost thereof under the contract.

e. The Contractor shall be debarred for any period of time as decided by the SYAMA PRASAD MOOKERJEE PORT, KOLKATA for the following reasons.

(i) If the contractor fails to deposit PSD within the stipulated period as stated in the letter of intent.

(ii) If the contractor fails to commence the work on or before the scheduled date stated in the work order.

(iii) Violates conditions of contract.

f. The Contractor shall be de-listed from the Contractor List for the following reasons:

- (i) If the contractor fails to execute the work or executed it unsatisfactorily.
- (ii) If found to have submitted forged/false certificate/documents during the enlistment/tender for any work.
- (iii) If abandons the work during execution at any stage.
- (iv) Has already been debarred for other reasons by TIA.
- (v) Any other reason which in view of enlisting authority is adequate for delisting the contractor.

21. TIME SCHEDULE:

The time period for providing the contractual service is **24 (twenty four) Months**.

22. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents processed by one intending tenderer to another is not permissible. Tenders should be furnished by the contractors/firms in whose favour registration has been done. Tender(s) furnished in any other name(s) than mentioned in the tender paper will be rejected outright.

23. INCOME TAX :

Acknowledgement for filling of Returns under Income Tax Rules may be uploaded for last 3 years ending on **31st March 2021**.

24. TAXES AND DUTIES:

- a. The prices quoted shall be inclusive of all statutory taxes and duties and/or other charges levied by any Central/ State/local authorities but excluding GST. GST shall be paid by SYAMA PRASAD MOOKERJEE PORT, KOLKATA extra on actual on production of documentary evidence and shall not be considered for evaluation of the bids.
- b. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- c. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts ,rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with SYAMA PRASAD MOOKERJEE PORT, KOLKATA, then payments to Supplier/Service Provider to the

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

d. SYAMA PRASAD MOOKERJEE PORT, KOLKATA, has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SYAMA PRASAD MOOKERJEE PORT, KOLKATA, for the fault of supplier shall be recovered by SYAMA PRASAD MOOKERJEE PORT, KOLKATA, by way of adjustment in the consideration payable.

e. Supplementary invoices/Debit note/credit note for price revisions to enable SYAMA PRASAD MOOKERJEE PORT, KOLKATA, to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.

f. The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment

25. TAX RECOVERIES AT SOURCE:

Income Tax, or any other taxes, duties, service charges, rents, etc. as may be deductible would be deducted at source from the running payments of the contractor/ firm by SYAMA PRASAD MOOKERJEE PORT, KOLKATA at the time of effecting payments as contained in the provisions of Income-Tax Act and other enactment and provisions of local bodies in force from time to time.

26. RETIRED GOVERNMENT OR COMPANY OFFICERS:

No Engineer of Gazetted rank or other gazetted officer employed in Engineering or Administrative duties in Engineering Department of the SYAMA PRASAD MOOKERJEE PORT, KOLKATA or the State/Central Government or the SYAMA PRASAD MOOKERJEE PORT, KOLKATA is allowed to work as a employee of contractor/contractor for the period of two years after his retirement from Government service or from the employment of the SYAMA PRASAD MOOKERJEE PORT, KOLKATA without the previous permission of the State/Central Government/ SYAMA PRASAD MOOKERJEE PORT, KOLKATA, as the case may be. The contract, if awarded, is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person, who had not obtained the permission of the State/Central Government or the SYAMA PRASAD

MOOKERJEE PORT, KOLKATA as aforesaid, before submission of tender or engagement in the contractor's service as the case may be.

27. SECURITY REQUIREMENTS:

Where the works are to be carried out within the prohibited area of the Port, the contractor(s) is required to obtain necessary **permits/passes for his men and** materials and vehicle for entering the Security Zone which would be provided **free of cost** by Kolkata Port Trust. He is also required to comply with the Port Security Requirement as may be notified from time to time

28. LEGAL JURISDICTION:

All disputes are subject to exclusive jurisdiction of courts at Kolkata, only.

29. SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the pro-forma attached with the tender documents as ANNEXURE with Stamp paper of proper value within 15 days from the date of issue of the notice of acceptance of tender. In the event of failure on the part of successful tender to sign the agreement within the above stipulated period the Earnest Money deposited by him be forfeited and the acceptance of the tender shall be considered as cancelled.

30. GENERAL TENDER TO FORM PART OF AGREEMENT:

This general Tender Notice, Instructions to tenderers shall be deemed to form part of the Agreement.

Sd/-

CHIEF ENGINEER,

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
15 STRAND ROAD, KOLKATA 700001**

NOTICE INVITING PROPOSAL

INDEX

Description
1 Notice Inviting Proposal
2 Instructions and Procedures for Proposal
3 Criteria for Evaluation of Proposals
4 General Conditions
5. Terms of Reference.
6 Annexe - I- Application letter
7 Annexe - II Financial Proposal
8 Annexe - III - Form of Bank Guarantee for Performance Security.
9 Annexe-IV - Form of Agreement.
10 Annexe-V -Format in case of Joint Venture/consortium
11 Annexe-VI (A) and (B) Power of Attorney
12 Annex-VII Undertaking
13 Annex-VIII Joint Bidding Agreement
14 Appendix A - Key Personnel and Sub-consultant
15 Appendix B - Hours of work for key personnel
16.Appendix C Refund of EMD
17. Appendix E BOQ format
18. Appendix F Drawing

31. NOTICE INVITING PROPOSAL

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (The Authority) invites e- Tenders in two part system from experienced Firms for Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.

The salient features are as under.

31.1. THE AUTHORITY:

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMPK)

31.2 The Consultancy work:

SYAMA PRASAD MOOKERJEE PORT, KOLKATA seeks the services of a qualified firm (hereinafter to be called the Consultant) for strengthening of existing Project Monitoring Unit (PMU) for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System of SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

31.3 The Consultancy proposal is to be submitted in two part system. The first part to contain "Technical proposal" and second part the "Financial proposal".

31.4. Eligible Bidders:

31.4.1 The Bidder should be a single entity . This will prevail over all other clauses of NIT.

31.4.2 The Tenderer shall satisfy the Minimum Eligibility Criteria as under Clause 4 (P 19). Only the completed projects to be considered.

Note :(1) The executed Project cost as specified by the bidder (in case of currency other than Indian Rupees) shall be calculated based on the currency rate prevailing on the date of opening of the bid for evaluation purpose. (1) The tenderer must submit names / qualification, experience of the experts/key personnel who would be engaged for this assignment along with with CVs as indicated in Terms of Reference.

Note: Indian subsidiary of an International company can submit the bid by using the experience/ references of their parent company to fulfill the Minimum Eligibility Criteria, provided the bidder gives authorization from parent company. The party must submit, with its Technical Proposal, the documentary evidence regarding fulfillment of all the above criteria.

32. JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION

In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted with this tender.

- i) All joint venture agreements / consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Annexure-VIA/VIB).
- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by SYAMA PRASAD MOOKERJEE PORT, KOLKATA should continue for the entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) **Deleted**
- vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) The entity processing the tender must be a member of the consortium submitting the tender.
- ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- x) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26%.

32.1 FURTHER CONDITIONS FOR JV/CONSORTIUM:

Intending tenderer(s), as Consortium, is eligible to participate in the tender. The term “Tenderer” used in this document would apply to either a Single Entity or a group of entities, i.e. a Consortium. Further, the Tenderer may be a natural person, private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing

agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in this tender document.

i) The Tenderer shall not have a conflict of interest that affects the Tendering Process. Any Tenderer found to have a **Conflict of Interest** shall be disqualified. A Tenderer shall be deemed to have a **Conflict of Interest** affecting the Tendering Process, if:

ii) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (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 of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

iii) 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

iv) Subject always to sub-clause (iii) 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.

v) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

OR

vi) A constituent of such Tenderer is also a constituent of another Tenderer;

OR

vii) Such Tenderer, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Tenderer, its Member or any Associate thereof;

OR

viii) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; **OR**

ix) Such Tenderer, or any Associate thereof has a relationship with another Tenderer, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Tender of either or each other.

x) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

Explanation: In case a Tenderer is a Consortium, then the term Tenderer, as used above, shall include each Member of such Consortium.

Note: Notwithstanding anything to the contrary contained in this tender document, in the event of any member of any Consortium suffering from a Conflict of Interest, the offer of such consortium shall be treated as disqualified. However, in the event of similar situation arising / detected after placement of LOI, the same shall have to be addressed and resolved by the Consortium, failing which the contract, if entered into, shall be terminated.

In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium of its responsibility and appropriate action shall be initiated in terms of the provision of the tender.

The Tenderer(s) shall have valid documents as listed in various clauses of this tender document including those given at Clause 6.0 and submit the same in the manner as stipulated.

32.2 Technical & Financial Capability.

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated at **Clause- 4.0.**

32.3 Assessment of eligibility:

32.4 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty

six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26% (twenty six per cent).

- 32.5 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.
- 32.6 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 32.7 The Tenderer shall submit a Power of Attorney as per format given at **Annexure-VIA** or VIB as the case may be, authorizing the signatory of the Tenderer to submit the tender.
- 32.8 Where the ‘Successful Tenderer’ is a ‘Consortium’, it shall be required to comply with the following additional requirements:
- a) Members of the Consortium shall nominate one member as the ‘Lead Member’. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Annexure-V**, signed by all the other members of the Consortium;
 - b)** Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Annexure-VIII**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
 - c) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum stake to be held by each member;
 - d) Commit the minimum stake to be held by each member;
 - e) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in relation to the contract throughout the contract period.
 - f) Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
- 32.9 The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the

Central/State Government or any Entity controlled by them or any other legal authority for participating in the tender/contract/agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per Annexure-I.

32.10 Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, 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 Tenderer, Consortium member or Associate, as the case may be, nor has been expelled from any project or contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per **Annexure-I**.

32.11 In computing the Technical capability and Financial Capacity of the Tenderer/Consortium Members, The Technical Capability and Financial Capacity of their respective Associates would also be eligible hereunder.

NOTE: For purposes of this tender, 'Associate' means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. 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.

32.12 Change in composition of the Consortium

32.12.1 Change in the composition of a Consortium shall not be permitted by SYAMA PRASAD MOOKERJEE PORT, KOLKATA either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage' [i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LoI)']. Changes in consortium may be considered after submission of draft DPR at the discretion of SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

32.12.2 The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

32.12.3 The Lead Member continues to be the Lead Member of the Consortium;

32.12.4 In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfil the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.

32.12.5 The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

32.12.6 Approval for change in the composition of a Consortium shall be at the sole discretion of SYAMA PRASAD MOOKERJEE PORT, KOLKATA and must be approved by SYAMA PRASAD MOOKERJEE PORT, KOLKATA in writing.

Note: If the Tenderer is a Consortium, then the entire Consortium may be disqualified / rejected. If such disqualification / rejection occurs after the tenders have been opened and the Lowest Tenderer gets disqualified / rejected, then the Authority reserves the right to take any such measure as may be deemed fit at the sole discretion of SYAMA PRASAD MOOKERJEE PORT, KOLKATA, including annulment of the Tendering Process.

In case the applicant is a Joint venture / consortium it is to be limited to three partners subject to each of them satisfying some part or all Minimum Eligibility Criteria. The Proposal shall be accompanied by a certified copy of legally binding Joint Venture agreement (format prescribed in Annex-V) signed by all firms to the joint venture/consortium confirming the following:

33 INSTRUCTIONS AND PROCEDURE OF PROPOSAL

33.1 INTRODUCTION:

33.1.1 Background:

i) Kolkata Port is the earliest major port in the country still remains the premier port which has been rightly called the gateway to Eastern India and is the guiding factor to trade and commerce of vast hinterland comprising the entire Eastern India including Bihar and Eastern Uttar Pradesh and land-locked Himalayan countries i.e. Nepal and Bhutan. The Commissioners for the Port of Kolkata ran the port till January 1975 when Major Port Trusts Act, 1963, came

into force.

ii) Kolkata Port is the only riverine Major Port in India. It has two dock systems - Kolkata Dock System at Kolkata and Haldia Dock Complex at Haldia situated at 232 kms and 125 kms up-stream from the Sea respectively.

iii) The traffic at the Kolkata Dock System has been seeing a steady growth in the past 5 years, container being the major share of cargo. The Port's present volume of cargo itself had been straining the city's road network. This has made the local traffic authorities to impose time restrictions on the movement of cargo vehicles on the city's roads. The cargo volumes which are expected to outgrow its capacity and the Port may be left struggling to handle the excess volume or it may face the prospect of losing it altogether unless an alternative plan is in position.

33.2 Pre-Proposal/Tender Meeting and Amendment to Proposal Document:

33.2.1 The consultants or his official representative is advised to attend a Pre-proposal/ Tender meeting which will be convened at the office of the **SYAMA PRASAD MOOKERJEE PORT, KOLKATA**, 15 Strand Road, Kolkata 700001 on 23.05.2022 at 11:30 hours.

33.2.2 The purpose of the meeting will be to clarify issues and to answer queries on any matter that may be raised at that stage relating to the subject project.

33.2.3 Bidders requiring any clarification of the proposal document must notify the same online not later than 18.05.2022 at 17:30 hours. The reply to the queries shall be furnished by the employer online. No correspondence shall be made by post or facsimile.

33.2.4 The compilation of questions raised and answers given shall be furnished expeditiously to all Bidders on website. Any modification of the tender documents which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issuance of an addendum in website and not through the minutes of the pre-tender meeting.

33.2.5 At any time before the submission of proposals, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the documents by amendment. The amendment will be notified queries to be uploaded on Website to all invited consulting firm and will be binding on them. The Employer may at its discretion extend the deadlines for the submission of proposals.

33.3 Scope of the Proposal:

SYAMA PRASAD MOOKERJEE PORT, KOLKATA, intends to invite bids from

experienced Firm(s) to provide Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of SYAMA PRASAD MOOKERJEE PORT, KOLKATA for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System, hereinafter referred to as "the Services".

34 OTHER TERMS & CONDITIONS:

34.1 Preparation and Submission of Proposal

34.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered. For the purpose of interpretation & evaluation of the Proposal, the English language translation shall prevail.

34.2 “Technical Proposal”

Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal. The technical proposal shall contain the documents as listed at **Clause No.4.0** of Tender Document.

34.3 Financial Proposal".

Bidder/s shall indicate the total lump sum charges/fees (in Indian Rupees) to be paid by the Employer for this service/ assignment in the Financial Proposal format enclosed as Annex -III in the Proposal Document. This lump sum charges/fees shall be inclusive of all taxes, incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentations to be made during the execution of assignment, sundries and all other expenditure for execution of this services as per "**Terms of Reference**" of this tender document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment. The Employer will pay prevalent GST to consultant separately.

Note:

a) Income Tax and Professional Tax, any other tax as per Statutory Provisions of Govt. of India and Kolkata State shall be deducted by the Employer from each invoice. A certificate in this regard shall be furnished by the Employer.

33.4.1 Online proposal should be submitted upto 13:00 hours Indian Standard Time (IST) on **18.05.2022** in the manner and form as detailed in this Proposal Documents. Proposals submitted by facsimile transmission, telex or e-mail will

not be acceptable.

33.4.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.

33.5 Proposal Due Date

34A Payment for Consultancy services (Fees in Indian Rupees):

Payment would be at a reasonable periodicity as to be decided by SMPK.

35 Time for completion:

The time period for the assignment is **24 (twenty four) months**. If assignment is completed in all respect before scheduled period, the contract of consultancy may be foreclosed. In case of delay of assignment, the contract of consultancy may be extended suitably, at the discretion of Employer.

The assignment may be foreclosed at any stage, at the discretion of Employer without assigning any reasons whatsoever. Consultant does not reserve any right to claim compensation whatsoever for foreclosure of consultancy contract by Employer. In case of foreclosure, payment due up to the completed stage will be made as indicated in the Financial Proposal. In case assignment forecloses in the middle of any indicated stage as per financial proposal, pro-rata payment shall be made for the completed services as agreed mutually.

NOTE: EMPLOYER for the purpose of this contract will be SYAMA PRASAD MOOKERJEE PORT, KOLKATA, and / or its authorized officer.

36. Scrutiny and Evaluation of Proposals:

36.1 Preliminary Scrutiny:

In the first instance the Tender Committee of SYAMA PRASAD MOOKERJEE PORT, KOLKATA, appointed for opening of proposals shall ascertain the availability of proper Proposal Security. In case a proposal is received without the requisite and proper Proposal Security, it shall be summarily rejected and the second stage Bid of such proposal containing Financial Proposal shall not be opened.

36.2 Responsiveness of Proposals:

The proposals received on time, accompanied by the EMD and cost of Tender document as specified in this tender will only be examined for responsiveness.

36.3 Scrutiny of Technical Proposals:

Responsive bids shall be examined in detail for their technical contents.

Compliance to detailed Terms of Reference taking into account proposed Approach and Methodology, Experience of Bidder, proposed work plan for implementation, team composition etc. with reference to adequacy, acceptability and understanding of the Bidders shall be checked.

In the process of this examination, some clarifications may become necessary. These shall be sought and furnished in writing. However, the basis of proposal shall not be permitted to be changed/ altered either to fulfil minimum eligibility criteria or to make a non-responsive proposal responsive or to qualify for meeting the technical proposal parameters. The proposals which are found deficient or defective or unacceptable due to any reason shall be treated as non-responsive.

36.4 Opening and evaluation of second part viz. financial Proposal:

Financial Proposal of responsive Bidders who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, as specified in Clause-4 of Proposal Document will be opened on line. The date and venue of opening of financial proposal will be conveyed to qualify Bidders.

36.5 Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

37 Award of Assignment /Services:

Prior to the expiration period of proposal validity, the Employer will notify the successful consultant who submitted the lowest financial proposal among the qualified Bidders in technical evaluation shall be uploaded on Website and invite it to negotiate the Contract if required. The party selected for award of assignment shall be issued a Letter of Award by Employer. This letter along with written acknowledgement of the successful party shall constitute contract between the party/ies with Employer, till signing of formal agreement.

37.1 Confirmation of receipt:

Consultants shall acknowledge the Employer by facsimile/ post/courier the receipt of Letter of award and confirm the acceptance of the proposal.

37.2 Performance Security:

Within 21 days of issue of letter of award from the Employer, the successful Firm(s) shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a nationalized bank having branch at Kolkata for an amount **equivalent to 3% of the award cost of assignment** as per the draft annexed (Annex - IV) to the Proposal Document. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract and enforcement of Bank Guarantee towards Proposal Security.

The performance security shall remain in force until **six months** from the date of issue of completion certificate of assignment and will be released thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the party/ies. EMD will be refunded without any interest after submission of Performance Security.

37.3 Signing of Agreement:

Within one month of date of issue of Letter of Award and after submission of Bank Guarantee towards performance security (as per clause 16 e of this document) successful party shall simultaneously sign formal agreement as prescribed in Annex-V of Proposal Document.

37.4 Extension of validity of proposal:

If it becomes necessary, SYAMA PRASAD MOOKERJEE PORT, KOLKATA, may request the parties, in writing, to extend validity of proposals. The parties shall have the right to refuse such extension without forfeiting their proposal security. In case a party extends the validity then it shall also extend the validity of its Proposal Security for corresponding period.

38 CRITERIA FOR EVALUATION:

38.1 Technical Proposal Evaluation (Stage-1)

For the purpose of Qualification, the Bidders should satisfy the minimum eligibility criteria as prescribed in "Notice Inviting Proposal/Tender". In addition the Bidder may note the following.

38.1.1 Details in respect of **Clause 4.0** of information to the bidders for qualifying requirement and as specified in **Clause 13** are to be furnished.

38.1.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA, would evaluate the Technical Proposal/Tender in order to qualify Bidders for Technical Stage. Bidders who qualify the minimum eligibility criteria as brought out in the Notice inviting Proposal/Tender and as detailed in **Clause-4.0** of information to the bidders Qualifying requirement only will be considered for Price Bid stage evaluation namely, Financial Proposal evaluation.

38.1.3 If the Bidder is a consortium, evaluation will be made in line with stipulations in clause 4.0 of Notice inviting proposal.

38.1.4 A two stage procedure will be adopted in evaluating the proposals: (i) a Technical evaluation, which will be carried out prior to opening any financial proposal and (ii) a financial evaluation On each of the parameters under the technical score, the Bidder would be required to achieve a minimum of 60% 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 party/ies who have secured

minimum Total Technical score of 70 points will be declared as qualified for opening of Financial Proposal.

38.1.5 The evaluation committee/Tender Committee appointed by the Employer will carry out its evaluation applying the evaluation criteria and point system specified below:

38.1.6 The scoring criteria to be used for evaluation shall be as follows.

S.No.	Criteria	Details	Maximum Marks
Firm's Experience			55
1.	Experience of assisting Government/ Government Authority/PSU as Project Management Consultant (PMC) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with selected contractors, monitoring of construction and contractors.	More than 8 projects : 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks 4 projects & less : 10 marks	25
2.	Experience of providing procurement support for Infrastructure projects. The Scope of Work should include assisting Government in procurement of EPC works of infrastructure projects including preparation of RFP, running the tendering process, evaluation of bids handling timely and efficient procurement planning and execution, co-ordination with relevant executing agencies (EAs), procurement monitoring and evaluation through MIS dashboard, reporting, assistance in overall administration of contracts including contract monitoring, payment processing, contract closure and documentation.	Consultancy Contract Value: Single assignment of Consulting Value More than 5 Crores –15 Marks More than 2 Crores, less than 5 Crores – 10 Marks More than 50 Lacs, less than 2 Crores – 5 Marks.	15
3.	Experience of in-house procurement dashboard development	-	10
4.	Experience of providing Consultancy services in the sectors of Ports/Railways/Inland Water Ways/Logistics	One Completed Project – 5 Marks	5

Approach and Methodology (A&M)			25
5.	Understanding of the Terms of Reference (ToR) and Approach Methodology, Work Plan and Staffing Schedule	-	
Qualifications and Experience of Key Personnel			20
7.	Project Management Expert – Team Leader (1 no. deployed at Authority office in Kolkata).	More than 7 years of experience 2 marks Experience of Project Management Consultancy (PMC) for infrastructure Projects at Central/State Govt. Level Four Projects : 2 marks (+0.5 Marks for each project above 4)- Maximum 2 marks Ongoing projects for more than one year would be considered.	6
8.	Project Management Specialists (2 Nos.) – 1 at each dock. The personnel/s has/have to be deployed at authority office in Kolkata and/or respective Docks (KoPT dock & HDC dock) including visiting work sites as and when required.	More than 3 Years of experience: 1.5 Marks/CV Experience of Project Management Consultancy (PMC) for Infrastructure Projects at Central / State Govt. level (1 mark project) – 2 Marks (maximum) /CV	7 Marks (3.5 marks/CV)
9.	Procurement Specialists (2 Nos.) – 1 at each dock. The personnel/s has/have to be deployed at authority office in Kolkata and/or respective Docks (KoPT dock & HDC dock) including visiting work sites as and when required	More than 3 Years of experience: 1.5 Marks/CV Experience In procurement ,Contract management and Bid Process Management for Infrastructure Projects (1 Mark for each project) – 2 Marks (maximum) /CV	7 Marks (3.5 marks/CV)
Grand Total			100

* The consultant shall submit the required credentials along with his technical submission for fulfilling the minimum Eligibility Criteria specified in the document.

38.2 Evaluation of Financial Proposal

Financial bid shall be opened on a date to be fixed later and intimated to all the

responsive and eligible Bidders to enable them to be present in the opening if they so wish and the bids will be opened in the office of the (SYAMA PRASAD MOOKERJEE PORT, KOLKATA). The price bid of all the responsive and eligible Bidders shall be opened.

38.3 After opening of financial proposals, the lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = Amount of financial proposal)

ST is the Grand Total of Clause 38.1.5

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 weight assigned to Technical Proposal and Financial Proposal that shall be 80% and 20%, respectively. The qualified bidder who secures highest combined score would be declared as the successful Bidder. In the event that two or more bidders secure same combined score, the work will be awarded to the lowest price bidder.

Example for Score Evaluation.

- ❖ Suppose L1 bidder quotes Rs.80/-, it shall be treated as FM.
- ❖ In this case, 'F' is also Rs.80/-.
- ❖ As per the formulae

$$SF = 100 \times FM/F$$

(F = Amount of financial proposal)

Proposals will finally be ranked according to their combined Technical (ST) and Financial (SF) scores as follows:

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

Applying the formulae, Financial Score for L1 bidder,

$$SF = 100 \times 80/80 = 100 \text{ (SF shall be treated as 100 points for L1 bidder which = } 100 \times 20/100 = 20 \text{ (points to be taken).}$$

- ❖ If a person quotes Rs.96/- (Say L2)

Applying the formulae, Financial Score for L2 bidder,

$$SF = 100 \times 80/96 = 83.33 \text{ (SF shall be treated as 83.33 points for L2 bidder which}$$

=83.33 x 20/100 = 16.6 (points to be taken).

39. GENERAL CONDITIONS OF CONTRACT

39.1 General Provisions

39.1.1 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 SYAMA PRASAD MOOKERJEE PORT, KOLKATA

(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 and effect pursuant to Clause General Condition 38.5.1;

(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 in Clause General Condition 39.7.2 (a) ;

(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, as described in Annexure- I hereto;

(m) "Sub-consultant" means any entity to which the Consultants subcontract any

part or the Services in accordance with the provisions of Clause General Condition 39.5; and

(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.

39.1.2 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.

39.1.3 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.

39.1.4 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.

39.1.5 Headings

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

39.1.6 Notices

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.

Notice will be deemed to be effective as follows:

39.1.6.1 in the case of personal delivery or registered mail, on delivery;

39.1.6.2 in the case of telexes, 24 hours following confirmed transmission;

39.1.6.3in the case of telegrams, 24 hours following confirmed transmission; and

39.1.6.4in the case of facsimiles, 24 hours following confirmed transmission.

39.1.6.5A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in Clause General Condition 49.1.6.2.

40.1 Location

The Services shall be performed at such locations are specified in Annexe- I hereto 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.

40.2 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.

41.1Taxes 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.

41.2 Commencement, Completion, Modification and Termination of Contract

41.3 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.

41.3.1 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.

41.3.2 Commencement of Services

The Consultants shall begin carrying out the Services within 15 days. The

completion period of this assignment is as per clause 2.11 of the other terms and conditions.

41.3.3 Expiration of Contract

Unless terminated earlier pursuant to Clause General Condition 38.5.9 hereof, this Contract shall expire when services have been completed and confirmed by the Employer by issuing completion certificate at the end of seven months.

41.3.4 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.

41.3.5 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, however, each Party shall give due consideration to any proposals for modification made by the other Party.

41.3.6 Force Majeure

41.3.6.1 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.

41.3.6.2 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.

41.3.6.3 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 fulfil 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.

41.3.6.4 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.

41.3.6.5 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.

41.3.7 Suspension

The Employer may, by 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 ten (10) days after receipt by the Consultants of such notice of suspension.

41.3.8 Termination

41.3.8.1 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 41.3.8, 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 41.3.8.1 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 Clause General Condition 41.3.13 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.

41.3.8.2 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 41.3.8.2, 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 40 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 40 hereof.

41.3.9 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause General Condition 41.3.8.1 or General Condition 41.3.8.2 hereof, or upon expiration of this Contract pursuant to Clause General Condition 41.3.9 hereof, all rights and obligations of the Parties hereunder shall cease, except;

41.3.9.1.1 Such rights and obligations as may have accrued on the date of termination or expiration;

41.3.9.1.2 The obligation of confidentiality set forth in Clause General Condition 39.2 here of;

41.3.9.1.3 Any right which a Party may have under the Applicable Law.

41.3.10 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses General Condition 41.3.9.1 or General Condition 41.3.9.2 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 39.6.1 or General Condition 39.6.2 hereof.

41.3.11 Payment upon Termination

Upon termination of this Contract pursuant to Clauses General Condition 41.3.9.1 or General Condition 41.3.9.2 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 42.9.1** hereof for Services satisfactorily performed prior to the effective date of termination;
- ii) Reimbursable expenditures pursuant to Clause General **Condition 42.9.1** 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 41.3.8** 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.

41.3.12 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause General Condition 38.5.9.1 or in Clause 38.5.9.2 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 49.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

42 Obligations of the Consultants

42.1 General

42.1.1 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.

42.1.2 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.

42.1.3 Conflict of Interests

42.1.3.1 Consultants not to Benefit from Commissions, Discounts etc.

The remuneration of the Consultants pursuant to Clause General Condition 49.6 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.

42.1.3.2 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.

42.1.3.3 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.

42.1.3.4 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.

42.2 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.

42.3 Liability of the Consultants

Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross negligence or willful 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. However not withstanding with the above the Consultant's liability not to exceed 1 X of the total Contract Value.

(c) 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.

42.4 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 (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.

42.5 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 Appendix- A ("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.

42.6 Reporting Obligations

The Consultants shall submit to the Employer the reports and documents specified in clause 40, within the time periods set forth in the said clause .

42.6.1 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.

42.6.2 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.

42.7 Consultants' Personnel

42.7.1 General

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

42.7.2 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 Appendix A. 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 40 of this Contract, adjustments with respect to the estimated periods of engagement

of Key Personnel set forth in Appendix A 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 in Clause 41, the estimated periods of engagement of Key Personnel set forth in Appendix- A may be increased by agreement in writing between the Employer and the Consultants.

42.7.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix A 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.

42.7.4 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 as given in Appendix A.

(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.

42.7.5 Resident Manager / Team Leader

The person designated as Team Leader in Appendix - A 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.

42.8 Obligations of the Employer

42.8.1 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.

- h)** SMPK will provide one room at KDS & one room at HDC to the PMU Furniture & Furnishings and A.C and one no of computer and printer to each personnel with internet proper connectivity at free of cost.

42.8.2 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 **42.9.1** of this Contract.

42.9.1 Payments to the Consultants

42.9.1.1 Cost Estimates

The Employer shall pay the Consultant for normal Services in accordance with the Conditions and with the details stated in Annex-II 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 Annex -II so far as they are applicable but otherwise as agreed mutually.

42.9.1.2 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 Appendix - A 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.

42.9.1.3 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

42.9.2 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 as per BOQ for such month. The payment is as per Financial Proposal (Annex-II) 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 report 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.

42.9.3 Fairness and Good Faith

42.9.3.1 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.

42.9.3.2 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 49.8 hereof.

43 Settlement of Disputes

43.1 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.

43.1.1 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.

43.2 Liquidated damages:

43.2.1 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.

43.2.2 Liquidated Damages for delay:

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.1% (zero point one 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).

43.3 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- 49.9. nalty for deficiency in Services:

In addition to the Liquidated Damages not amounting to penalty, as specified in Clause- 40.2 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 services is 24 months.

44 TERMS OF REFERENCE (ToR): GENERAL

The scope of work sought for this assignment shall comprise of the following:

a) Project Monitoring and Implementation Support

- i. Projects of Civil, Mechanical, Electrical and Marine of value more than **Rs.50 Lakhs and above** are to be considered for PMU works. List will be given to PMU time to time after issuing work order. Special type of work of value less than Rs.50 Lakhs may also be considered as per direction of the Authority.
- ii. Form etc will be made by the consultant in consultation with SMPK
- iii. Study the existing monitoring formats available with the Authority and suggest changes, if any for improving the same
- iv. Monitor, review and report the construction/ operation the projects within the stipulated time frame.
- v. Assistance in preparing MIS / Dashboard for online monitoring of projects. Suggest for improvement in presentation of tenders in SMPK portal as Active , Archive , Tender Finalized etc.
- vi. Overall coordination and organizing review meetings with relevant stakeholders
- vii. Preparing the Minutes/ discussion points, Presentations etc. on regular basis
- viii. To study inter departmental coordination as required for any project and monitor the implementation of it during project execution.
- vi. Support Dock and its respective wings for day to day activities undertaken by the Authority and to prepare /review Bar Chart , Pert Chart of any Project as required.
- vii. Advisory services in obtaining various statutory compliances required for the different projects from respective agencies. Consultant to work closely with respective divisions/ wings of Authority as well as the third party consultants if any.
- viii. Submission of Monthly Progress Reports or as required by SMPK.
- ix. The Consultant is not responsible for day to day supervision but if **the need be** he has to visit the sites of Project execution, measure & review Physical / Financial progress and prepare comparison with project timelines.
- x. Any other work assigned by the Authority from time to time.

b. Procurement and Contract Management

- i. Assist in preparation of detailed terms of reference /scope of work other than routine works for procurement of goods, services and works. To suggest periodically corrective measures so that system is pruned & free from redundancy.
- ii. To assist Preparing standard / Nonstandard bidding documents for procurement of Goods, services and works such as EoI, RFQ, RFP for works as directed by the Authority.
- iii. Assist the Authority in the improvement / development and implementation of an online procurement system for efficient and transparent procurement. Suggest SMPK for transforming existing tendering process in ERP Eco system
- iv. Forward the bidding documents to the concerned Departments in the Authority and obtain comments/observations on the documents.

- v. Assist in incorporation of all suggestions/comments/reviews by the concerned departments in the bidding documents and assist the Authority in finalizing the bidding documents.
- vi. Assist in conduct of pre-bid/pre proposal meetings, Prepare minutes of pre-bid meeting/minutes of pre-bid conference, Prepare the replies to the pre-bid/pre proposal queries, amendments/addendums/corrigendum to the Bid documents ,assistance in seeking the approval for amendments/addendum/clarifications from competent authority, publishing the clarifications, addendums/corrigendum, follow up with the potential bidders on critical issues and providing continuous feed back to the authorities concerned, for appropriate action if any, post pre bid issues/clarifications etc.
- vii. Assist in preparation & Review of Technical Evaluation Report /Bid Evaluation Report/ Combined Technical and Financial Evaluation Report/ Contract document/ Minutes of Negotiation/ Minutes of the Procurement Committee meeting, considering applicable policies, procedures, guidelines/ best practices including review of Bids" validity period.

-
- x. Assist in preparation of Letter of Award & Contract agreement in accordance with relevant clauses of RFP/Bid Document & refund of bid security to unsuccessful bidders.
 - xi. Assist in Maintenance of a proper filing system for all the relevant procurement related documents and record regularly all the procurement related works accomplished for continuity planning, maintain individual contract files including compilation of all procurement documents. Maintain a computerized as well as physical filing system to include all contract documentation to support procurement process, contract administration documents, payment requests, contract closure and evaluation.
 - xii. Assist in overall administration of the contracts including, payment processing, contract closure, and maintenance of all contract files;
 - xiii. Assist in vendor relationship management.
 - xiv. Provide advice on bidder/ vendor complaint/disputes
 - xv. Execute any other work related to procurement and contract management as directed by the Authority

xiv. The Consultant shall make available the Key Personnel to attend and participate in meetings, conferences and discussions with the Authority from time to time.

45 Activities and Deliverables:

45.1. Inception Meeting and Report

The Consultant will conduct an inception meeting with the Authority. The objective of this meeting will be to appraise the Authority with the complete plan of activities proposed by the consultant for the assignment. The meeting would cover the following points:

- Review of the Authority's perspective for the work.

- Review of the team organization and detailed functions of the team members.
- Discussion and finalization of a communication strategy whereby all concerned will be regularly involved and consulted throughout the assignment.
- Any specific issue requiring immediate attention of Authority

Deliverables:

- i. Detailed methodology and time schedule for the said consultancy assignment.
- ii. A communication strategy
- iii. Progress report to date
- iv. A brief report on the Identification of key issues relevant from the Authority's perspective and/or issues that might affect Authority's interest in the works and contain recommendations with respect to mitigation of Authority concerns on such issues
- v. Presentation to Authority

Timeframe: 2 weeks from date of LOA

45.2. Other works as described in the TOR and BOQ

Timeframe: 24 months from LOA.

46 Payment Schedule: Payment will be made as per BOQ

47 Other terms and Conditions:

- i. The Consultant shall have to visit Authority for presentations as and when required by Authority from time to time and the expenditure for the same shall be suitably included in the basic cost of the services.
- ii. In the event of discontinuance of the contract the payment due for the activity shall be paid on pro-rata basis as assessed by the Authority and Authority's decision in this regard shall be final.

ANNEXE-I

APPLICATION LETTER

(On the Letter head of the Bidder)

Date :

Chief Engineer,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
15, Strand Road,
Kolkata-700001

Subject: Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.

Sir,

1) I/we, _____

(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at, SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

- 2) All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to SYAMA PRASAD MOOKERJEE PORT, KOLKATA (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender
- 4) I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind

- b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
- 6) I/we declare that :
 - a. I/we have examined and have no reservations to the Tender Document, including the Addenda and all corrigenda issued by SMPK thereon
 - b. I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
- 7) I/we understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
- 8) _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard.

Thanking you,

Yours faithfully,

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

Name:

ANNEXE II

FINANCIAL PROPOSAL

From :

To
Chief Engineer,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
15, Strand Road,
Kolkata-700001

Subject: Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order..

1. I/We have perused the Proposal Document for subject assignment containing Terms of Reference in Annex-I and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.
2. Our price offer is inclusive of all taxes, incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution of the Consultancy Service, sundries and all other items involving expenditure for execution of this assignment covering scope of work as stipulated in "Terms of Reference" (**Clause 41** to the NIT) and excluding prevalent GST. The amount to be quoted towards Consultancy works shall be filled in the **BoQ format** attached to the tender document (Appendix E). This offer is valid for a period of **180 days** from the due date of submission of the proposal document.
3. I/We also agree to accept the stage-wise monthly payments as per BOQ and TOR.
4. All the payment under this contract will be made only in Indian Rupees. The fees shall be quoted in Indian Rupees only. The consultants shall be paid for the services rendered as per the TOR and BOQ.
5. Prices quoted shall be inclusive of any statutory levies and/or other charges levied by any Central/ State/local authorities but excluding GST which shall be paid extra at applicable rates at the time of supply of goods/services.

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

Name:

.....

Witness's

Signature_____

Name_____

Address_____

Signature_____

Name_____

Address_____

ANNEXE- III

PROFORMA OF BANK GUARANTEE

(PERFORMANCE BOND)

(In lieu of Cash Security Deposit) To be issued by the Kolkata Branch, as the case may be of any Nationalized Bank of India on Non-judicial Stamp Paper worth Rs.50/- or as decided by the Authority

To

SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
15 Strand Road,
Kolkata
Pin -700001

BANK GUARANTEE

NO.....DATE.....

Name of Issuing
Bank.....

Name of Branch.....

Address.....

In consideration of the SYAMA PRASAD MOOKERJEE PORT, KOLKATA having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at(hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per LOA) in terms of the Letter of Intent No..... dated(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We,

.....

..... Bank Branch,

further agree that if a written demand is made by the SMPK through any of its officials for honouring the Bank Guarantee constituted by these presents, We ,..... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "SYAMA PRASAD MOOKERJEE PORT, KOLKATA" without any demur. Even if there be any dispute between the contractor and the SYAMA PRASAD MOOKERJEE PORT, KOLKATA, this would be no ground for us

..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank..... Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the SMPK to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us.....

Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the SMPK in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the SMPK under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the SMPK certify that the terms and conditions of the said contract have been

fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this

guarantee shall remain valid upto and inclusive ofdays of.....20..... and subject also to the provision that the SMPK shall

have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the SMPK to the contractor for such extension of validity of this Bank Guarantee.

4.

We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the SMPK shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the SMPK against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the SMPK or any indulgence by the SMPK to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBank Branch.

5. We, Bank.Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

.

DESIGNATION.....

(Duly constituted attorney for and on behalf of)

BANK.....
.....

BRANCH.....(OFFICIAL SEAL OF THE BANK)

ANNEXE-IV

FORM OF AGREEMENT

THIS AGREEMENT is made on the _____ day of 2016 between SYAMA PRASAD MOOKERJEE PORT, KOLKATA, 15 Strand Road, Kolkata, 700001, hereinafter called "the Employer of the one part and (Name of Consultant)_____. Mailing address of the consultant_____ hereinafter called "the consultant" of the other part.

WHEREAS the Employer is desirous that certain tasks be performed viz. Proposal for Consultancy Services for strengthening of existing Project Monitoring Unit (PMU) for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System of SYAMA PRASAD MOOKERJEE PORT, KOLKATA

and has accepted a proposal by the "Consultant" as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Proposal Document hereinafter referred to.

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

a) The Proposal Document for Consultancy Services for strengthening of existing Project Monitoring Unit (PMU) for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System of SYAMA PRASAD MOOKERJEE PORT, KOLKATA as issued by the Employer.

b) All amendments to the Proposal Document for Consultancy Services for strengthening of existing Project Monitoring Unit (PMU) for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System of SYAMA PRASAD MOOKERJEE PORT, KOLKATA as issued by the Employer prior to submission of the bids.

a) Acceptance letter issued by the Employer vide No. _____ dated _____ and all correspondence exchanged between the Employer and the consultant upto the date of issue of acceptance letter as specifically referred to in the said acceptance letter.

3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to

execute and complete the works in conformity in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the consultant in consideration of the execution, completion, of the works the consultancy charges/fees at the times and in the manner prescribed in financial proposal.

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

SIGNED, SEALED AND DELIVERED

By the said

By the said

Name_____

Name_____

on behalf of the Consultant

on behalf of the Employer

in the presence of:

in the presence of:

Name_____

Name_____

Address_____

Address_____

ANNEXURE - V

FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on stamp paper)

This Joint venture/consortium agreement is made at _____ on _____ day of _____ 2017 between M/s. _____ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party”) and M/s. _____ (Please indicate the status viz. Proprietor, Firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the business of _____

AND WHEREAS THE Second Party is engaged in the business of _____

AND WHEREAS both the parties are desirous of entering into a joint venture /consortium for carrying on the work of SYAMA PRASAD MOOKERJEE PORT, KOLKATA in connection with work of _____ (please mention the work of the tender).

AND WHEREAS the First Party and Second Party have agreed to form joint venture/consortium for execution of subject works.

NOW THIS DEED WITNESSED AS UNDER:

a. That under this Joint Venture/consortium Agreement the work will be done jointly by the first party and second party in the name and style of M/s_____.

b. It is further agreed by the Joint Venture/consortium Partner that _____ of M/s. _____ has been nominated as Lead Partner for the execution of the works.

c. That all the parties shall be liable jointly, equally and severally for the satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture/consortium and the entire execution of the contract including payment shall be done exclusively with the lead partner.

d. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH:

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of the each party shall be as under:

First Party:

Second Party:

e. The turnover and experience of each party is as under:

First Party:

Second Party:

f. Subject to Clause-4, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture/consortium partners for execution of the contract.

g. In the event of default by any partner in the execution of the part of the contract, the Lead Partner will have the authority to assign the work to any other party acceptable to the SYAMA PRASAD MOOKERJEE PORT, KOLKATA to ensure the satisfactory execution of that part of the contract.

h. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at _____

i. The Joint Venture/consortium shall regularly maintain in the ordinary course of business a true and correct account of all its incoming and outgoing and also of its assets and liabilities in proper books or account which shall ordinarily be kept at place of business and after Completion of above mentioned work all account shall be taken.

j. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at _____ The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at _____ on this _____ day of _____

Party of First Part

Party of Second Part

Witness:

1)

2)

Annexure-VI (A)

POWER OF ATTORNEY

Format For Power Of Attorney For Lead Member Of Consortium

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

Dated: -----

TO WHOMSOEVER IT MAY CONCERN Mr.....(Name of the Person(s)), domiciled at (Address), acting as.....(Designation and name of the company), and whose signature is attested below, is hereby appointed as the Lead member and authorised on behalf of ----- -(Name of the applicant) to provide information and respond to enquiries etc. as may be required by the Employer for the project of (Project title).....and is hereby further authorised to sign and file relevant documents in respect of the above.

(Attested signature of Mr.....) For.....
(Name & designation of the member of joint venture/Consortium)

- Individual power of attorney for signing the joint venture/Consortium shall be submitted in the above format separately by each applicant.

Annexure-VI (B)

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

Whereas SMPK(“the Authority”) has invited tenders from interested parties for “.....” (Tender No).

Whereas,,, And (collectively the “ Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at..... , M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender,

including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF20**

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

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

ANNEXURE VII

Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order..

UNDERTAKING

We hereby give an undertaking that I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offense under the Prevention of Corruption Act in connection with the above subject bid.

Signature of Bidder with Stamp and date

ANNEXURE-VIII

Joint Bidding Agreement

(To be executed on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- A. SYAMA PRASAD MOOKERJEE PORT, KOLKATA having Principal Office at 15, Strand Road, Kolkata-700001 which expression shall, unless repugnant to the context or meaning thereof, include

its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the “**TENDER DOCUMENT**”) for selection of successful tenderer for the contract as proposed in the said tender document.

- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and
- C. It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

2. Consortium

- 21. The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.
- 22. The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956 for entering into an Agreement with the SMPK and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

4. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;
- (a) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- (b){Party of the Third Part shall be the Financial Member of the Consortium; and}

(c) {Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

[Note: Status of the members in (b), (c) and (d) are only illustrative. More / less parties may form the Consortium and changes may be made accordingly to the JBA]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

6. Shareholding in the SPV

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2. The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

6.3. The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

6.4. The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. SMPK/KDS/CIV/T/2673/32 dated 06.05.2022

7. Representation of the Parties

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

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMPK;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of

the person executing this Agreement for the delegation of power and SMPK to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. Require any consent or approval not already obtained;
 - ii. Violate any Applicable Law presently in effect and having applicability to it;
 - iii. Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the SMPK to the Bidder, as the case may be.

9. Miscellaneous

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

9.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and SMPK to execute this Agreement on behalf of the Consortium Member.
 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
-

APPENDIX - A
KEY PERSONNEL

The Project Team shall include, but not be limited to, at least the following Key Experts:

(a) One Project Management Expert – Team Leader	
Educational Qualification	Graduate Engineer(Any Branch of Engineering) with Post Graduate in Management
Essential Experience	Essential Experience: Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments
(b) Two Project Management Specialist	
Educational Qualification	Graduate Engineer (Civil/Mechanical) preferably with Post Graduate in Management or Engineering.
Essential Experience	Essential Experience: Minimum 3 years of professional experience in project management consultancy for Infrastructure Projects
(c) Two Procurement Specialist	
Educational Qualification	Graduate Engineer(Any Branch of Engineering) with Post Graduate in Management
Essential Experience	Essential Experience: Minimum 3 years of professional experience in procurement, preparation of contracts/agreements and bid process management

Note: (1) The consultant should upload all the scanned copies of the certificates of the Key Personnel along with their CV in support of their qualification

APPENDIX - B

HOURS OF WORK FOR KEY PERSONNEL

Hours of work for Key Personnel would be normal working hours excluding Sundays and KoPT Holidays as applicable to be considered for a particular month

Working hours of key personnel shall normally be 8 hours a day and on normal working days. However, if required work is to be executed beyond normal working hours. Hours of key personnel should broadly match with those of Client. However, the consultant has to complete the job in prescribed time frame and client shall not make any payment for any overtime except in case of work arising from client's variation orders.

The key personnel would be entitled to 15 days' leave in a year (12 months from the date of engagement and proportionate in case of shorter period of engagement) which may be availed of with prior approval. For an absence in excess of 15 days, pro-rata deduction would be made.

APPENDIX - C

FORM FOR REFUND OF EARNEST MONEY DEPOSIT

1. Name of the Contractor :	
2. Name of the work :	
3. Bank Acknowledgement with other details :	
4. Reasons for the refund :	
5. Amount of the E.M.D. (In INR)	

Passed for Rs only.

Authorised Signatory,

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

Received Rs.....(Rupees) only.

Signature of the Contractor

With full Address

(Affix a revenue stamp)

APPENDIX - D

(On Non-judicial Stamp Paper of at least Rs.50/-)

INTEGRITY PACT

Between

SYAMA PRASAD MOOKERJEE PORT, KOLKATA 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, the Principal will appoint 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 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 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 materials 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 contracts, submission or non- submission of bid 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 purpose 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/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, 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 **Annexure-P**.

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 the 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 Undertakings /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/ Subcontractors.

(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 subcontractors.

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

Section7 - Other Legal actions 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 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 / Subcontractor(s) with confidentiality.

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

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

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

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

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

Section 9 - Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / 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 begins 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 the appropriate Authority of SYAMA PRASAD MOOKERJEE PORT, KOLKATA

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

For & on behalf of the Principal)
Bidder/Contractor)

(For & on behalf of

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

SCHEDULE T **Annexure-C(Contd)**
SYAMA PRASAD MOOKERJEE PORT, KOLKATA

CONCURRENT COMMITMENT(S) OF THE BIDDER (i.e Works In The Hand Of The Bidder At The Time Of Submission Of Tender Offer)

(To be submitted with Part-I of Offer)
Bidders must fill in the under noted columns.

Sl. No.	Full particulars of works to be executed concurrently by the bidder. (i) Name of work. (ii) Client. (iii) W.O. No. & Date.	Sanctioned Tender Value. (in Rs.)	Completion time as stated in tender.	Name and address to whom reference can be made.
1	(i)			
	(ii)			
	(iii)			
2	(i)			
	(ii)			
	(iii)			
3	(i)			
	(ii)			
	(iii)			
4	(i)			
	(ii)			
	(iii)			

(To be submitted with Part-I of Offer) Annexure-C(Contd)
SCHEDULE 'O' SHEET – 1

The Bidders are also requested to furnish the following particulars:-

A) In case of Limited Company -

- 1) Name of Company :
- 2) Address of its present registered office. :
- 3) Date of its incorporation :
- 4) Full name and address of each of its Directors – any special particulars as to Directors if desire to be stated. :
- 5) Name, address and other necessary particulars of Managing Agents, if any appointed by the Company. :
- 6) Copies of Memorandum, Articles of Association (with the latest amendments, if any). :
- 7) Copies of audited balance sheets of the Company for the last **three years**. :

xi. In case of a firm -

- 1) Name and address of the firm. :
- 2) When business started :
- 3) If registered a certified copy of certificate of registration. :
- 4) A certified copy of the Deed of Partnership :
- 5) Full name and address of each of the partners and the interest of each partner in the partnership – any special particulars as to partners if desired to be stated. :
- 6) Whether the firm pays income tax over Rs.10, 000/- per year :

(To be submitted with Part-I of Offer)

SCHEDULE 'O' SHEET – 2.

C) In case of an Individual:

- 1) Full name and address of the Bidder any :
special particulars of the Bidder if desired to
be stated.
- 2) Name of the father of the Bidder. :
- 3) Whether the Bidder carries on business in his :
own name or any other name.
- 4) When business was started and by whom. :
- 5) Whether any other person is interested in :
the business directly or indirectly, if so, name
and address etc. of such persons and the
nature of such interest.
- 6) Whether the Bidder pays Income Tax over :
Rs.10, 000/- per year.

Dated:

(Full signature of Bidder)

(Proforma of Performance certificate/credential of works)

Bidders may submit the completion certificates which has already been issued by the client
with specific mention of relevant details

[To be issued on issuing authority's letterhead duly signed with office seal]

1.	Name of the Certifying Authority:	
2.	Name of the work :	
3.	Name of the Contractor :	
	Schedule date of commencement and completion of the work as per Work Order :	
	Date of actual commencement of work & date of actual completion :	
	i) If there is time overrun, whether delay is due to the contractor (Yes/No.): ii) If yes, what is the extent of delay attributable to the contractor :	
	Sanctioned Tender value & Actual value executed :	
	Quality of work (Excellent/satisfactory/poor) :	
	Remarks (If any) :	

ANNEXURE – D

DOCUMENTS TO BE UPLOADED ALONG WITH PART –I

Scanned copy of the following documents to be uploaded:-

- i) GST registration certificate.
- ii) Valid Trade Licence(Valid for current period & also for type of work) /Registration. Any Foreign agency can also participate by making a Consortium/ Joint Venture with some Indian Firm fulfilling the above criteria.
- iii) Valid Professional Tax Clearance Certificate / Up to date tax payment challan. If this is not applicable, the bidder must submit a declaration in this regard.
- iv) Proof of possessing valid Employees' Provident Fund (EPF) Account.EPF Registration Certificate.
- v) Proof of being registered with Employees' State Insurance Corporation (ESIC), ESI Registration Certificate
- vi) Details of the firm as per Schedule-O (in Part-I) of the tender document duly filled up.
- vii) Credentials in the form of copies of Letters of Award of Works along with corresponding Completion Certificates from owners to justify that the intending bidder satisfies the earlier mentioned pre-qualification criteria.
- viii) Balance sheet and Profit and Loss account / Trading account for the last 3 (three) financial years (i.e. 2018–2019, 2019-2020 and 2020-2021). **The same should be audited as per relevant norms wherever required along with UDIN of the Auditor**
- ix) Bank Draft/ Pay Order etc. regarding EMD & Cost of Tender documents / valid NSIC certificate
- x) PAN Card
- xi) A list of technically qualified and skilled persons would be engaged to supervise and execute the work
- xii) Self declaration of the bidder that the Bidding Firm has Not been debarred / de-listed by any Govt / Quasi Govt. / Public Sector undertaking in India **(to be mentioned in the letter head of the Firm).**
- xiii) Self declaration regarding the proprietor/partner(s)/authorized signatory of the bidding firm (in the case of proprietorship firm /partnership firm /limited company, as the case may be) is/are not associated with any other firm bidding for the same work **(to be mentioned in the letter head of the Firm).**
- xiv) A list of **Service contracts/works/projects** which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document.
- xv) Undertaking of the tenderer to be submitted as per enclosed Pro-forma (Annexure –D-1) in lieu of submission of signed copies of the full Tender document ,G.C.C,addenda & corrigendum **in the letter head of the Firm.**
- xvi) Last page of "Bill Of Quantities" & the "Form Of Tender" duly filled up (without price quoted) shall be duly signed and stamped by the Bidder.

N. B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and their **EMD will be forfeited for such action**

NIT NO. SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

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

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

Ref. No.....

Dated:

The Chief Engineer,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,
Civil Engineering Department,
15, Strand Road,
Kolkata – 700 001

Dear Sir,

1. We,(Name of Tenderer) have 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.

We are submitting this undertaking in lieu of submission of signed copy of the full tender documents GCC, Corrigendum and Addenda.

Yours faithfully,

Signature of Tenderer.....

Name:

Designation:

Date :

Seal of the tenderer.....

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

सिविल इंजीनियरिंग विभाग

CIVIL ENGINEERING DEPARTMENT

15, स्ट्रैंड रोड, कोलकाता - 700001

15, Strand Road, Kolkata - 700001

NIT No.: SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

NOTE: Last Date of Download of tender documents : 13.06.2022 (up to 14.00 hours)

Tender is due for submission by 3:00 P.M. On 13.06.2022

Tender is due to open at 3:00 P.M. On 14.06.2022

PRICE BID(PART-II)

Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order...

E-TENDER FOR “Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.. ”

NIT NO : SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

PART –II/PRICE BID

TENDER PARTICULARS

ESTIMATED COST	:	NA
EARNEST MONEY	:	Rs.5,61,960.00 (Rupees Five lakh sixty one thousand nine hundred sixty only)
TIME OF COMPLETION	:	24(Twenty four) Months
COST OF TENDER DOCUMENTS		Rs.2950/-(Rupees Five hundred ninety only)
PERIOD OF DOWNLOAD OF E-TENDER (Both Days Inclusive)		10.05.2022 to 13.06..2022 (UPTO 14:00 HRS.)
DATE AND TIME FOR PRE-BID MEETING & SITE VISIT	:	Pre-bid meeting will be held at 11.30 Hours on 23.05.2022 in the chamber of the Chief Engineer of SYAMA PRASAD MOOKERJEE PORT, KOLKATA at SMPK
LAST DATE OF SUBMISSION OF E-TENDER AND OPENING OF THE TENDER	:	Submission on 13.06.2022 Up to 15:00 hrs. Opening after 3-00 P.M on 14.06.2022

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

सिविल इंजीनियरिंग विभाग
CIVIL ENGINEERING DEPARTMENT
PREAMBLE TO THE BILL OF QUANTITIES

E-TENDER FOR “Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Syama Prasad Mookerjee Port, Kolkata for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System for the period of two years from the date of placement of Work Order.”

TENDER NO : SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

The Bill of Quantities must be read with the General Conditions of Contract, the Special Conditions of Contract and the Particular Specifications of Work and the Bidder is deemed to have examined the above documents and to have thoroughly familiarise himself with the total scope of work and its mode of execution.

1.2 The quantities given in the Bill of Quantities are approximate only and are given to provide a common basis for tendering. Payment will be made according to the quantities of each item of work actually carried out at the accepted rates as per Order Letter. The measurements of each item of work shall be measured jointly by the Engineer or his Representative.

1.3 General direction and description of work or materials given elsewhere in the contract documents are not necessarily repeated in the description of items in the Bill of Quantities.

1.4 The prices and rates entered by the Contractor in the Bill of Quantities shall be deemed to cover the complete and finished work, inter-alia, all costs and expenses which may be required for successful completion of the works together with all risks, liabilities, contingencies, insurance, octroi, royalties, taxes and obligations imposed or implied by the Contractor.

1.5 Where separate items such mobilisation, demobilisation, temporary works etc., have not been provided in the Bill of Quantities for works required under the Contract, then the cost of such works shall be deemed to have been included in the prices and rates of other items.

1.6 Without affecting the generality of the foregoing provisions, the prices and rates entered in the Bill of Quantities by the Contractor shall include inter-alia, all costs and expenses involved in or arising out the followings:-

1.7 The provision, storage, transport, handling, use distribution and maintenance of all materials, plants, equipment machineries and tools including all costs, charges dues demurrages or other outlays involved in the transportation.

1.8 The provision and maintenance of all his staff and labours and their payments, accommodation, transport, taxes and other requirements.

1.9 Setting out including the location and preservation of survey markers, measurement and supervision.

2.0 The provision, storage, transpsort, use handling, distribution and maintenance of consumable stores, fuel, water and electricity.

2.1 All First Aid, Welfare and safety requirements.

2.2 Damage caused to the works, plants, materials and consumables stores caused by weather.

2.3 Licence, fees and other charges for compliance of Government Acts and Rules that are inforce and applicable.

2.4 The Contractor should be held responsible for the safe custody of materials, machineries etc. at site procured by him or issued to him by the Trustees.

2.5 This being an **item rate tender**, the Bidder shall quote his rates accordingly **on line** based on his own analysis .

The Tender Price thus established would be taken for comparative evaluation of E-Tenderer.

2.6 The Contractor shall at all times keep the site and working areas free from all surplus materials, rubbish , other excavated/offensive matter etc. all of which shall be disposed off in a manner to be approved by the Engineer's Representative.

2.7 On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works.

The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to SMPK stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer, failing which suitable deduction will be made from final bill as per discretion of the Engineer/Engineer's representative.

XX

APPENDIX E

Bill of Quantity

N.I.T. No. SMPK/KDS/CIV/T/2673/32 DT. 06.05.2022

Proposed Key Personnel are to be deployed on full time basis at the disposal of SMPK authority.

Sl. No.	Position	No. of post	Rate/month (in Rs.)	Amount for 24 months (in Rs.)
1	Project Management Expert – Team Leader	01		
	Project Management Specialist	03		
	Procurement Specialist	02		
			Total	

*The price offer is inclusive of all taxes, incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the execution of the Consultancy Service, sundries and all other items involving expenditure for execution of this assignment covering scope of work as stipulated in "Terms of Reference" (clause 41 of this tender document) and excluding prevalent GST. This offer is valid for a period of **180 days** from the due date of submission of the proposal document.

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

Name:

NOTE :

- (I) THE JOB CERTIFICATION WILL BE DONE BY THE IN-CHARGE OF PMU ON MONTHLY BASIS

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

To
The Chief Engineer,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

I/We _____
_having examined the site of work, inspected the Drawings and read the specifications, General & Special Conditions of Contract and Conditions of the Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities, General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within **twenty four months** from the date of order to commence the work and in the event of our tender being accepted in full or in part. I / We also undertake to enter into a Contract Agreement in the form hereto annexed with such alterations or additions thereto which may be necessary to give effect to the acceptance of the Tender and incorporating such Specification, Bill of Quantities, Drawing and Special & General Conditions of Contract and I / We hereby agree that until such Contract Agreement is executed the said Specification, Bill of Quantities, Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs. **Not to mention here**

(Repeat in words) _____ **Not to mention here**

I / We require _____ days / months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I We could commence the work.

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager

(Finance), Haldia Dock Complex vide Receipt No. _____
of _____ as Earnest Money.

I / We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Dated: (Signature of Bidder
with Seal)

WITNESS :

Signature : Name of the Bidder :

Name :

(In Block Letters)

Address :

Address :

Occupation :