

# **SYAMA PRASAD MOOKERJEE PORT (SMP), KOLKATA**

**(ERST. KOLKATA PORT TRUST)**

## **Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of landuse & infrastructure under Kolkata Dock System of SMP, Kolkata**



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**NITNo. SMP/ KDS/ LND/32-2022**

## DISCLAIMER

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

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

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

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

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

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

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

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

## **DATA SHEET**

<b>Sr. No.</b>	<b>ITEMS</b>	<b>DETAILS</b>
1	Name of the project	<b>NIT No. SMP/ KDS/ LND/32-2022 – RFP for Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of landuse &amp; infrastructure under Kolkata Dock System of SMP.</b>
2	Area proposed for Concept design	4122 acres (approx.)
3	Area proposed for Detailed Master plan, Infrastructure design, Marketing Strategy and Implementation Road Map	429 acres (approx.)
4	Last Date of submission of queries	<b>15-09-2022</b>
5	Date of Pre-Bid Meeting	<b>19-09-2022</b>
6	Reply of queries	<b>10-10-2022</b>
7	Proposal Due Date	<b>20-10-2022</b>
8	Presentation on approach, Methodology and Concept design	To be intimated later
9	Bid Processing fee (Cost of Tender Document)	Rs. 5,900/-
10	Bid Security	Rs. 26,60,000/-
11	Evaluation method	QCBS
12	Period of Consultancy	24 months (Vision, Strategy and Concept Master Plan & Detailed Master Plan, infrastructure development plan, Engineering Designs, DPRs for <b>12 Months</b> + Transaction Advisory & Program Support and Management for <b>12 months</b> .)
13	Submission of Proposal	Complete proposal including Technical proposal and Financial proposal to be submitted online by proposal due date.

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## Section 1

### INTRODUCTION

#### 1. BACKGROUND

##### 1.1 OVERVIEW

Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) is the oldest operating port in India in the state of West Bengal. SMP has two Dock complexes namely Kolkata Dock System (KDS) and Haldia Dock Complex (HDC). SMP enjoys vast unchallenged hinterland consisting of states of Northeast India, Uttar Pradesh, Bihar, West Bengal, Jharkhand and Chhattisgarh. The hinterland of SMP also extends across international borders to Nepal, Bhutan and Bangladesh.

Both the Kolkata Dock and Haldia Dock are riverine in nature and located on the river Hooghly in the State of West Bengal. The Kolkata Dock System (KDS) is situated at Latitude 22° 32' N, Longitude 88° 18' E in the city of Kolkata, while Haldia Dock Complex (HDC) is located at Latitude 22° 02' N and Longitude 88° 05' E at about 104 km downstream of KDS.

The traffic at SMP has been showing steady growth over last five years with a CAGR of 8.75%. The cargo traffic at SMP is steadily rising and reached 57.89 Million Tonnes in the year 2017-18 from 41.39 Million Tonnes in 2013-14. Kolkata Port handled 63.98 million tonnes (MT) of traffic in 2019-20 creating an all-time record in the history of the port surpassing the previous highest of 63.76 MT in 2018-19.

Also being the oldest port of the country, the Kolkata Dock System under Syama Prasad Mookerjee Port, Kolkata has a vast chunk of land of approximately 4543 acres, spreading across several districts of West Bengal. There are around 3000 tenants including big industries. A good number of such tenancies have historical background dated back more than decades whereas a vast holding of land along the river Hooghly and also in the heart of the city of Kolkata are presently derelict and abandoned as with time port activities changed and shifted as port became less land intensive.

Management of land assets of major port has been engaging the attention of the Government for a long time. The Major Port Authorities Act, 2021 (MPA Act, 2021) received the assent of the President on the 17th February, 2021 to provide for regulation, operation and planning of Major Ports in India and to vest the administration, control and management of such ports upon the Boards of Major Port Authorities and for matters connected therewith or incidental thereto. Clause 25 (C) PLANNING AND DEVELOPMENT of MPA Act, 2021 states that *"Subject to the rules made under this Act, the Board of each Major Port shall be entitled to create specific master plan in respect of any development or infrastructure established or proposed to be established within the port limits and the land appurtenant thereto and such master plan shall be independent of any local or State Government regulations of any authority whatsoever: Provided that in case of any conflict between the master plan created by the Board and any local authority, the master plan created by the Board shall prevail."* Therefore, preparation of a Master Plan by the Major Ports in India has become a statutory obligation.

Further to this, The Land Policy Guidelines last circulated in 2014 and clarification orders issued in 2015/2018/2019 have been examined and reviewed further. After detailed deliberation, Indian Port Association (IPA) has forwarded a proposal to the Ministry pursuant to which a discussion was held on 24.6.2020 at PMO on **Policy Guidelines for Land Use and Management for the Township Areas of Major Port, 2022.**

Therefore, the issues which are being faced in respect of lands holdings under Major Ports exhibits dilapidated structures, encroachments, expired leases, breaches/unauthorized transfers, resistance to revision of rents, slums, etc. This scenario highlights the available opportunity of development of some of the estate lands adopting objectives of Smart Cities for optimum utilization of the scarce land resource. Features of the proposed Land Policy guideline inter alia are:

1. Preparation of a Master Plan covering Custom Bond Area, Port & Port Allied Area and Township Area;
2. Preparation of detailed land use plan for Township Area and Redevelopment Area;
3. Allotment of fresh leases and licenses through e-Tendering;
4. Renewal of expired leases and licenses;
5. Rehabilitation scheme for the development of redevelopment areas.

Thus, to drive SMP's ability to growth, it has become imperative for the port:

- a) To develop SMP, both KDS and HDC as Intelligent and Green port of global recognition
- b) To utilise the part of the port land for other than the port and port allied activities
- c) To unlock optimum value of its land asset which is currently untapped
- d) To take into consideration that Kolkata's population has also grown tremendously and there are aspirations of the city to meet its needs for lung space, marina, river front walkways, promenades, water sports, plazas, floating restaurants, public transport such as roads, water, metro, rail, parking places, cycling tracks, entertainment hubs, heritage tourism places, theatres, convention centre, marine museum etc.
- e) To create the area as international destination for recreation, tourism along with mixed land use with world class smart infrastructure.
- f) Acceptable proposal to all the stakeholders, authorities and concerned agencies

Also, SMP, Kolkata is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using drone, computerization of land records, digitization of maps and integration of all these into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.

SMP, Kolkata had already appointed a consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately. The Master Plans proposed implementing the Capacity augmentation and rationalization of HDC and KDS and competences to be developed in HDC and KDS to complement each other and also provide value to consumer in phases during the period up to 2035.

And now SMP, Kolkata intends to engage a consultant for preparation of the Master Plan of all the land parcels surrounding the Port i.e. the Custom bonded area of Kolkata Dock System.

## 1.2 PROJECT

SMP, Kolkata has approximately 4543 acres of land under KDS which comprise of 1480 acre under Port own use, 421 acres under Custom bond and remaining land of 2642 acre. This remaining 2642 acres of land includes SMPK office buildings, residential quarters, leased lands, vacant industrial land and other miscellaneous uses. The entire area under estate of KDS has been reorganised keeping in mind the provisions of upcoming Policy guideline and future potential of development and thus divided into three parts based on proposals of Ministry of Shipping as:

- i) Custom Bonded Area - area within the dock boundary which is fixed
- ii) Port & Port Allied Area – area on Port land which is used for Port related activities and industry
- iii) Township Area – all area which is not in the above two categories. This area can be developed as a Township and monetized by the Port, as well as provide for the real estate demands of neighboring city/town. This policy aims to resolve all the existing issues on the lands such as unauthorized breaches, encroachments, transfers, litigations, etc.

In respect of KDS, the land outside the Custom bonded area or not under port's own use has the potential to be developed and monetized by the Port. This Township area is to be further divided into:

- a. Redevelopment Area: Area of Township Land which will be redeveloped on Smart GreenCity principles
- b. Renewal Area: Renewal of leases and licenses to existing lessees/licensees in Non-Redevelopment Areas
- c. Rehabilitation Area: Area which will be used for rehabilitation of existing slums, unauthorised tenants, encroachments etc. from redevelopment area

SMP, Kolkata has done a tentative demarcation of the land area under Port & Port allied use and Township use keeping the area under Custom bonded as fixed, which is as follows:

A. Custom Bonded Area	– 421 Acres
B. Port and Port Allied Area	– 2413 Acres (Tentative±20%)
C. Township Area	– 1709 Acres (Tentative±20%)
<b>TOTAL</b>	<b>- 4543 Acres</b>

The tentative proposed Township area of 1709 acres has been spatially distributed based on location into 4 categories. Refer Appendix VI for Map of proposed Township area.

- i. Near Dock Area : 1067 Acres
- ii. Kolkata Other Area : 101 Acres
- iii. Howrah Area : 169 Acres
- iv. Outstation : 372 Acres

**Table 1: Tentative proposed Township area distribution**

SL NO	TOWNSHIP	ACRES
<b>1</b>	<b>NEAR DOCK</b>	<b>1067</b>
1.1	TT SHED RIVERFRONT	32
1.2	TARATALA TOWNSHIP	967
1.3	BOAT CANAL	36
1.4	REMOUNT ROAD	7
1.5	PORTLAND PARK	15
1.6	RIVERFRONT SHIP REPAIR YARD	10
<b>2</b>	<b>KOLKATA OTHER AREA</b>	<b>101</b>
2.1	STRAND ROAD	83
2.2	COSSIPORE	18
<b>3</b>	<b>HOWRAH</b>	<b>169</b>
3.1	SHIBPUR	43
3.2	RAMKRISHNAPUR	32
3.3	HOWRAH QTRS	4
3.4	TIMBERPOND	70
3.5	SHALIMAR	20
<b>4</b>	<b>OUTSTATION</b>	<b>372</b>
4.1	ROYCHAK	107
4.2	MOYAPUR	23
4.3	HOOGHLY POINT	10
4.4	BONKAR DOPADI	27
4.5	BEGUAKHALI	26
4.6	DAKSHIN RAIPUR	40
4.7	BUDGE BUDGE	111
4.8	OTHER	28
<b>TOTAL</b>		<b>1709</b>



However, the area under Port & Port allied use and Township may change subject to study of existing land holdings, Landuse, ground condition and to be delineated and finalized by the consultant during preparation of Conceptual Master Plan.

SMP, Kolkata has therefore, identified an area of approx. 2413 acres for development of Port & Port allied activities and 1709 acre for Township development to harness the potential of the land as mentioned above upon studying the existing and future projected traffic plan, mobility plan and port extension. This is a Brown field Project. SMP intends to prepare a Conceptual Master Plan of 4122 acres land of KDS for Port development, Port allied development and Township development. Out of 1709 acres Township zone, approximately 429 acres of land has been proposed for redevelopment. SMP therefore intends to develop this 429 acres as Kolkata Port Township Complex I (KPT Complex I) and prepare a detailed master plan. The project also includes detailed infrastructure design, Urban design and landscape proposals and marketing and marketing strategy, financial strategy and implementation strategy through SMP / through private participation of the detailed master plan.

The following table gives the breakup of the tentative proposed Township Redevelopment Area.

LOCATION	ACRES
<b>Kolkata other areas (A)</b>	<b>48</b>
Strand Road	29
Baghbazar Warehouse/Quarters	1
Cossipore	18
<b>Howrah area (B)</b>	<b>37</b>
Howrah Quarters	4
Timberpond	3
Howrah Riverfront (Shibpur&Ramkrishnapur)	30
<b>Near Dock area (C)</b>	<b>344</b>
CPT Colony Taratala	50
Nature Park	145
Other areas on Taratala Road (Approximate)	55
Boat Canal	36
Remount Road	7
Brooklyn Quarters Complex	51
<b>Total (A+B+C)</b>	<b>429</b>

It is with these broad objectives that Syama Prasad Mookerjee Port, Kolkata wishes to secure the services of an eminent consultant having profound experience in Government advisory services for large scale infrastructure & land development, Urban development, Transaction advisory & PMU in PPP projects and Real Estate marketing capabilities.

### 1.3 SCOPE OF WORK

The consultants shall develop a Vision and Strategic Concept Master Plan for the land parcels under Kolkata Dock System (KDS) comprising of Port & Port allied areas and Township area other than the Custom bonded area (approx. 4122 acres) and Detailed Master Plan, Infrastructure design, Investment promotion & Marketing Strategy and Business Development plan for developing the Township Redevelopment area (approx. 429 acres) available with Syama Prasad Mookerjee Port (SMP) for Township, other than the port activity such as waterfront site with commercial, residential, business, offices, entertainment, retail & hospitality and community development projects etc. The consultant shall manage, monitor and supervise the project, through the process of identification of sub-projects with specific goals and schedules through a **Program Monitoring Unit (PMU)**. PMU will support and manage the process of awarding the projects for tendering and

in procurement. PMU will have to interact with all the stakeholders and authorities to obtain their consensus for approval of the Plans at various stages and quick implementation of the project.

Detailed scope of work is given in Section 5 - Appendix I.

#### **1.4 OBJECTIVES:**

The proposed project should meet the following objectives:

- (a) To ensure that Port's land resources are put to optimum use with focus on retaining/attracting port traffic and development of logistics infrastructure,
- (b) The activities should not be conflicting to port activity and should not affect any of its operation; on the other hand they should complement the port activities
- (c) To utilise Port's land for making Kolkata a desired Global Recreational and Tourism destination,
- (d) Create a landmark / Iconic site for the city of Kolkata and India, with Plazas, shopping arcades, pedestrian and bicycle friendly environment,
- (e) Provide for community, entertainment sites to improve city environment and life and meet the aspirations of Kolkata city,
- (f) Provide for best in class transportation and logistics infrastructure,
- (g) Propose a mix of business, office, commercial, retail, and entertainment & community projects. The site should drive commerce, tourism and also create spaces for community recreation and engagement.
- (h) Ensure energy & environment sustainability, propose energy efficiency solutions, encourage use of renewable energy and meet all environment guidelines,
- (i) Aim for ZERO discharge of all the effluents.
- (j) Promote use of latest "smart" technology in port operations, traffic and transportation, communication, energy efficiency, safety and disaster management systems, and maintenance and operation of services.
- (k) Revitalize the Hooghly river bank of the city of Kolkata into an active lifestyle centre with an integrated live, work, play environment, converting the present area into very vibrant atmosphere.
- (l) Maximum Utilisation of the potential of Land
- (m) Self-sustainable development with full cost recovery.

#### **1.5 REQUEST FOR PROPOSAL:**

SMP wishes to invite bids from eligible consulting firms for **NIT No. SMP/ KDS/ LND/32-2022 RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP"** hereinafter called as "The Services".

SMP, Kolkata intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein in two stages. The Consultancy proposal is to be submitted in two cover system. The first cover shall contain "Technical proposal" and second cover the "Financial proposal". The Evaluation process shall be "Quality Cum Cost Based Selection".

## Section 2

### INSTRUCTIONS TO BIDDERS

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 DUE DILIGENCE BY BIDDERS

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to SMP, Kolkata and the Project site, sending written queries to SMP, Kolkata, and attending a Pre-Bid Meeting on the date and time specified in this document.

### 2.2 SALE OF RFP DOCUMENT

Bid Documents can be downloaded from the e Tender portal during the period specified in this document by making online requisition. Online payment of Rupees 5900 + GST towards the cost of Bid Document, shall be made as per details below.

#### Bank Details of Syama Prasad Mookerjee Port, Kolkata

Name of the Bank	Indian Overseas Bank
Bank Account No.	227002000000018
Type of Account (current / SB / OD)	Current A/c
Address of the Branch	KPT, Fairlie Place Branch, Kolkata-700001
IFSC CODE	IOBA0002270
MICR CODE	700020072

The scanned copies towards the cost of the Bid documents, in the manner indicated above, shall be attached with the e-Tender, without fail.

### 2.3 VALIDITY OF PROPOSAL:

The proposal shall be valid for a period of 120 days from the opening of Technical bid.

### 2.4 BRIEF DESCRIPTION OF THE SELECTION PROCESS:

SMP, Kolkata has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising Technical and Financial bid to be submitted. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1.6. Based on the technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.1.6.2.

In the next stage, a financial evaluation will be carried out as specified in Clause 3.1.7. QCBS procedure shall be adopted with 70% weightage to Technical Evaluation and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.1.9. The first ranked bidder shall be selected for negotiation (the "Selected Bidder") while the second and third ranked Bidder will be kept in reserve. The number of short listed consultants should not be less than three.

### 2.5 PAYMENT:

All payments to the Consultant shall be made in INR excluding GST in accordance with the provisions of this RFP.

## 2.6 SCHEDULE OF SELECTION PROCESS:

SMP, Kolkata would endeavour to adhere to the following schedule:

Sr. No.	Activity	Schedule
i)	Download of Bid Documents	From 6.09.2022 to 20.10.2022
ii)	Last date of receiving queries	15-09-2022
iii)	Pre-bid meeting	On 19-09-2022 at 15-00 hrs (IST)
iv)	Proposal Due Date	Till 1500 hrs. (IST) on 20.10.2022
v)	Opening of Technical bid	At 1500 hrs. (IST) on 21.10.2022
vi)	Presentation on Approach, Methodology and Concept Design	To be informed
vii)	Opening of Financial bid	To be informed

### 2.6.1 Pre-Proposal Visit to the Site and Inspection of Data:

Prospective bidders may visit the site and review the available data at any time prior to Proposal Due Date. To obtain first-hand information on the assignment and on the local conditions, Bidders are advised to pay a visit to the project site before submitting a proposal. Visit to site will be arranged upon written request from the Consultants giving particulars of visiting personnel.

### 2.6.2 Pre-Bid Meeting:

The Pre-Bid Meeting shall be as conducted online and the link for the meeting, date and time shall be intimated later through SMP website and CPP portal:

website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

CPP Portal: <https://eprocure.gov.in/eprocure/app>

**Bidders are requested to send their queries to the below mentioned email addresses upto 15.09.2022.**

Name: - Moumita Guha Thakurta

Designation- Urban Planner, SMPK

Mobile No: - +91-9830936339

Email: - [moumita.gt@kolkataporttrust.gov.in](mailto:moumita.gt@kolkataporttrust.gov.in) & [estatecustomer@kolkataporttrust.gov.in](mailto:estatecustomer@kolkataporttrust.gov.in)

### 2.6.3 Presentation of Concept Design:

The date, venue and time for the Presentation shall be informed to the eligible bidders at a later date.

### 2.6.4. Communications:

All communications should be addressed to:

The Estate Manager,

Syama Prasad Mookerjee Port

6, Strand Road, Fairlie warehouse, 2<sup>nd</sup> floor, Kolkata - 700 001

Tel No. (91-033) 2210-7364, 7101-2012, 7101-2242

Fax No. : (91-033) 2210-7364

Email : [estate\[dot\]manager\[at\]kolkataporttrust\[dot\]gov\[dot\]in](mailto:estate[dot]manager[at]kolkataporttrust[dot]gov[dot]in)

And Marking copy to

Urban Planner,

Syama Prasad Mookerjee Port

Tel No.- 91-9830936339

Email: - [moumita.gt@kolkataporttrust.gov.in](mailto:moumita.gt@kolkataporttrust.gov.in)

### 2.6.5. Website address:

The Official Website of SMP, Kolkata is: [http:// www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

## 2.7 GENERAL INSTRUCTIONS:

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case any bidder possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term bidder means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the SMP, Kolkata through the Selection Process specified in this RFP.

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

The bidder shall submit its Proposal in the form and manner specified in this Clause 2.2 of the RFP. The Technical proposal shall be submitted in the forms at Section-6, Forms 1 to 13 along with Key Submissions & Approach & Methodology & Concept Design as specified in clause 2.21.10 and the Financial Proposal shall be submitted in the forms 14A, 14B & 14C at Section - 6 as specified in clause 2.21.11. Upon selection, the bidder shall be required to enter into an agreement with SMP, Kolkata in the form specified at Appendix-IV.

## 2.8 CONDITIONS OF ELIGIBILITY OF BIDDERS:

Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

## 2.9 ELIGIBILITY CRITERIA

To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

### ( i ) General criteria:

Bidder: The bidder shall be

- a) Be an Individual or Consortium of not more than three members provided the lead member (as nominated by the Consortium Members) should have the one of the principal business in either Urban Planning & Architecture, Engineering or Program/Project management consultancy with Regulatory/PPP expertise/ port-based land commercialization.
- b) Have an Establishment in India for at least 3 years i.e prior to 06.09.2022.
- c) Indian company can have a consortium /JV with International consultants.

*Note:*

1. *In case of consortium, the experience of any consortium member can be considered for the eligibility criteria mentioned in 2.10 (i) b and c.*
2. *No firm can be part of more than one (01) bidding entity.*
3. *A firm is allowed to use Associate/Affiliate experience as defined below as provided upon submission of proof of incorporation. "Associate(s) /Affiliate(s)" means, in relation to a Bidder, is defined as having 100% control / is controlled by; and "Control" in relation to a Person, means the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term "Controls" and "Controlled" shall be construed accordingly.*

**(ii) Financial Eligibility criteria:**

The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2018-19, FY 2019-20 and FY 2020-21.

In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. FY 2018-19, FY 2019-20 and FY 2020-21 of minimum Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.

**(iii) Technical Eligibility Criteria:**

The Bidder or the Consortium must fulfil all the four categories as mentioned below to be considered eligible under the RFP.

**I. Master Planning Experience**

- a) The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industry led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.

AND

- b) The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum continuous waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.

AND

- II. Strategic Advisory Experience:** The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.

AND

- III. Transaction & PPP Experience:** The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, transportation sector (airport development/ inland waterways /roads /highways) and/or integrated urban transport, tourism related infrastructure projects, port led land development)\* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.

AND

- IV. Program/Project Management Unit (PMU) experience:** The bidder should have experience of projects related to program/project management assignment including PDMC projects executed under Smart City mission for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management,

support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.

Note:

- i. *The Applicant shall enclose with its Proposal in Form 8, certificate(s) from its Statutory Auditors stating its total revenues from consulting services during last 3 (three) financial years i.e. FY 2017-18, FY 2018-19 and FY 2019-20. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.*  
*However, the Applicant can also provide requisite certificate(s) from its chartered accountant that ordinarily audits the annual accounts of the Applicant.*
- ii. *The bidder must submit a Reference letter or Completion certificate of services duly signed by the client of concerned project, describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project, to establish its eligibility for each of the above technical criteria. In the absence of any such Reference letter/certificate, any other authorized document which will prove the completion with justification may be accepted by the SMP, Kolkata. Work Order or Contract Agreement with Payment Certificate certified from Auditor, or any documentary evidence which proves completion, or self certification, if Client Completion Certificate not available may also be accepted subject to discretion of the Authority.*  
*The Managing Director of the consulting firm shall self-certify if the firm has done assignments on nondisclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance. However, if the bidder becomes a successful bidder, then the bidder has to produce the certifications, duly certified by the client or a Chartered Accountant. For all projects, contact details of Client like phone number, address and email address to be provided.*
- iii. *In case of ongoing works (atleast 50% work completed) applicable for all projects under technical eligibility criteria, the bidder may submit Letter of Award/ Engagement Letter/ Work order issued by the organisation (principal employer) along with payment received certificates duly certified by chartered accountant/statutory auditor.*
- iv. *Other considerations:*
  - a) *The detailed evaluation of the proposals received will be carried out in accordance with the evaluation criteria stipulated in Section 3 of the Proposal Document.*
  - b) *Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.*
  - c) *The bidder or its Associate in India or abroad should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate*
  - d) *While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.*

## 2.10 CONFLICT OF INTEREST

The bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SMP, Kolkata shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to SMP, Kolkata for, inter alia, the time, cost and effort of SMP, Kolkata including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to SMP, Kolkata hereunder or otherwise.

The bidder requires that the Consultant provides professional, objective, and impartial advice and at all times hold SMP's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of SMP, Kolkata.

## **2.11 NUMBER OF PROPOSALS**

No bidder or its Associate shall submit more than one bid for the Consultancy. A bidder applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be. Such proposals if received shall be summarily rejected.

## **2.12 COST OF PROPOSAL**

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

## **2.13 SITE VISIT AND VERIFICATION OF INFORMATION**

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with SMP, Kolkata, applicable laws and regulations or any other matter considered relevant by them.

## **2.14 ACKNOWLEDGEMENT BY BIDDER:**

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

- (a) made a complete and careful examination of the RFP subsequent corrigendum's if any,;
- (b) received all relevant information requested from SMP, Kolkata;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of SMP, Kolkata or relating to any of the matters referred to in this document;
- (d) satisfied itself about all matters, things and information, including matters referred to in this document, necessary and required for submitting an informed

Application and performance of all of its obligations thereunder;

- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

## **2.15 RIGHT TO REJECT ANY OR ALL PROPOSALS:**

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

Without prejudice to the generality of Clause 2.16, SMP, Kolkata reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or



- b. the bidder does not provide, within the time specified by SMP, Kolkata, the supplemental information sought by SMP, Kolkata for evaluation of the Proposal.

Misrepresentation/ improper response by the bidder may lead to the disqualification of the bidder. If the bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking bidder gets disqualified / rejected, then SMP, Kolkata reserves the right to consider the next best bidder or take any other measure as may be deemed fit in the sole discretion of SMP, Kolkata, including annulment of the Selection Process.

## **2.16 CONTENTS OF THE RFP**

This RFP comprises the Disclaimer set forth hereinabove, all the contents of the RFP Document and will additionally include any Addendum / Amendment / Clarification issued.

## **2.17 SUBMISSION OF QUERIES:**

The bidders are requested to submit any query in writing so as to reach the Estate Manager and Urban Planner not later than **15.09.2022**.

The questions raised by Bidders in writing and reply of Port thereof will be furnished in the form of corrigendum/addendum. The same may also be hoisted on SMP's website <http://www.kolkataporttrust.gov.in>. SMP, Kolkata reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.19 shall be construed as obliging SMP, Kolkata to respond to any question or to provide any clarification.

## **2.18 AMENDMENT OF RFP:**

At any time before the due date for submission of proposals, the SMP, Kolkata may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the RFP documents by amendment. The amendment may be notified in writing either through email to all firms who have purchased the bid document and will be binding on them. The amendments will also be uploaded in the SMP, Kolkata Website. The SMP, Kolkata may at its discretion extend the deadlines for the submission of proposals. However it shall not obligatory for SMP, Kolkata to inform the amendments in writing or through email to all the firms.

## **2.19 BID SECURITY**

2.19.1 The bidder shall furnish as part of its Proposal, a bid security of Rs. 26,60,000/- (Rs. Twenty Six Lakh sixty thousand only) in the form of a Demand Draft/Banker's cheque issued by one of the Nationalised/ Scheduled Banks in India in favour of the " Board of Trustees of Port of Kolkata" payable at Kolkata.

2.19.2 The bid security shall be returned to all the bidders who are not shortlisted in the Technical evaluation under stage 1.

2.19.3 In case of shortlisted bidders in the technical evaluation under stage-1, the bid security shall be returnable not later than 90 (ninety) days from opening of Technical proposal, except in case of the three highest ranked bidders as required in Clause 3.2. In the event that the first ranked bidder commences the assignment as required in Clause 3.2.8, the second and third ranked bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from the opening of Price Bid. The Selected bidder's Bid Security shall be adjusted towards performance security, upon the bidder signing the Agreement.

2.19.4 Any Bid not accompanied by the Bid Security shall be rejected by SMPK as non-responsive.

2.19.5 SMPK shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.19.6 The bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to SMPK's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by SMPK as the mutually agreed pre-estimated compensation and damage payable to SMPK for, inter alia, the time, cost and effort of SMPK in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- i. If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- ii. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the bidder from time to time;
- iii. In the case of the Selected bidder, if the bidder fails to reconfirm its commitments as required vide Clause 3.2 of section 3;
- iv. In the case of a Selected Bidder, if the bidder fails to sign the Agreement or commence the assignment as specified in Clause 3.2.6 of section 3 or
- v. If the Bidder is found to have a Conflict of Interest as specified in Clause 2.11 section 2 and 4.16 section 4.

## **2.20 PREPARATION AND SUBMISSION OF PROPOSAL:**

### **2.21.1. Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for

and in case any of these Documents (including the documents required for establishing the eligibility) is in another language, it must be accompanied by an accurate translation of the relevant passages.

### **2.21.2. Format and signing of Proposal**

The Bidder shall provide all the information sought under this RFP. SMP, Kolkata would evaluate only those Proposals that are received in the specified forms and complete in all respects.

Bidders should note the Proposal Due Date, as specified in Clause 2.6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by SMP, Kolkata, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.21.14. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, SMP, Kolkata reserves the right to seek clarifications/verifications under and in accordance with the provisions of Clause 2.21.6.

### **2.21.3. Technical Proposal**

Bidders shall submit the technical proposal in the formats at Form 1 to 13. While submitting the Technical Proposal, the bidder shall, in particular, ensure that:

- i. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- ii. Power of Attorney, if applicable, is executed as per Applicable Laws;
- iii. CVs in prescribed format of all Key Personnel have been included;
- iv. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.9 of the RFP; no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished; the CVs have been recently signed/ e-signed and dated in blue ink by the respective Personnel and countersigned by the Bidder.; the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; Key Personnel proposed have good working knowledge of English language; Key Personnel would be available for the period indicated in the TOR; no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 3.1.3.

- v. The concept design of the Master Plan for an area of 4122 acre of SMP, Kolkata to explain the Vision of the bidder, proposed land use, design concepts, waterfront design, etc. sufficient in detail to explain the concept.
- vi. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.21.4. The proposed team shall be composed of experts and specialists (the “Key Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.

The Key Personnel specified in Clause 2.8 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.

2.21.5. A bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form- 12. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.21.6. SMP, Kolkata reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by SMP, Kolkata to undertake such verification shall not release the Bidder of its obligations or liabilities hereunder nor will it affect any rights of SMP, Kolkata thereunder.

#### 2.21.7. Financial Proposal

Bidders shall submit the financial proposal in the formats at Forms 14A & 14B (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the bidder’s authorised representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, or the figures in 14A and 14B, the lower of the two shall prevail.

While submitting the Financial Proposal, the bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, specified surveys, geo-technical investigations, if required etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non- responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. The Consultant’s offer shall be inclusive of all taxes and duties payable by them excluding GST. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time.
- iii. GST as applicable will be reimbursed by SMP, Kolkata. Reimbursement will be subject to production of documentary evidence of payment of GST to the concerned authorities which should be available in GST 2A/ GST 2B. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by SMP, Kolkata on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer
- iv. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- v. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to

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

- vi. Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
- vii. Supplementary invoice/debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- viii. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- ix. Costs (including break down of costs) shall be expressed in INR.
- x. The consultants shall also submit the Monthly remuneration of the personnel in the prescribed Form 15 only to be used to consider the change in total fee if any change in terms of Reference. This will not be treated as evaluation criteria for Technical as well Financial proposal.

#### 2.21.8. Submission of Proposal

The bidders shall submit the Proposal through e-Procurement System (online single part Techno-Commercial Bid and Price Bid through CPP Portal <https://eprocure.gov.in/eprocure/app>) by Proposal due date.

#### Important Instructions for E-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, In addition, Java 8 Update 151 or 161. Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender :

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### Contact Persons (Kolkata Port Trust):

1. Shri J.Ghosh Dastidar, Estate Manager (I/C)- Tel No. (91-033) 2210-7364, 7101-2012, 7101-2242

Email : estate[dot]manager[at]kolkataporttrust[dot]gov[dot]in

2. Shri Nazmush – Mob: 9563251950, email: [wbehelpdesk@gmail.com](mailto:wbehelpdesk@gmail.com)

3. Smt. Moumita Guha Thakurta, Urban Planner- Mob: 91 9830936339

Email: moumita[dot]gt[at]kolkataporttrust[dot]gov[dot]in

See CPP Portal for contact details.

#### Bidding in e-tender:

- i. Bidder(s) need to submit necessary Tender fees to be eligible to bid online in the E-tender. Tender fees is non-refundable.
- ii. The process involves Electronic Bidding for submission of Technical and Commercial Bid
- iii. Any order resulting from this tender shall be governed by the terms and conditions mentioned Therein.
- iv. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- v. E-tender cannot be accessed after the due date and time mentioned in NIT.
- ii. SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- i. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

- ii. No deviation to the technical and commercial terms & conditions are allowed.
- iii. 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.
- iv. The bid will be evaluated based on the filled-in technical & commercial formats.
- v. 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".
- vi. (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 if only the qualified bidders and accepted by SMP, Kolkata.SMP, Kolkata will accept such bidders. Such bidder(s) will be intimated the date of opening price bid(pat II) in due course through valid email id provided by them.  
(C) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal

#### 2.21.9 Approach Methodology and Concept design

- a. Approach and methodology giving Understanding of the Project, the bidder's Vision, Approach for the Consultancy, Deployment of the Key Personnel, Time Schedule of principal activities indicating those on the critical path, manning schedule indicating clearly the estimated duration and the probable timing of the assignment of each professional to be used (both foreign and domestic) (The format to be used for the manning schedule is shown in Form-7), Overall Co-ordination, any additional support required from SMP, Kolkata etc. covering broadly all aspects of 'Terms of Reference' enclosed at APPENDIX-I to this proposal Documents.
- b. Concept design covering overall vision and objective, broad Land Use Planning, placement of the project, Design Concepts, broad cost and recovery, implementation schedule and marketing strategy in the form of Drawings, Report, 3D view etc.
- c. A presentation on proposed Approach Methodology and Concept Design will be made by bidders at a suitable date to be intimated later.

#### 2.21.10 Financial Proposal:

The Bidders shall submit the financial proposal in the format at Form-14B - Summary of Costs (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

The Bidders shall submit the Form-14B as the "Financial Proposal" through e-Procurement through CPP Portal <https://eprocure.gov.in/eprocure/app>) by Proposal due date, as per Clause no 2.6 Schedule of Selection Process.

This Financial offer shall be inclusive of all taxes, incidentals, overheads, travelling expenses, remuneration to all the personnel, accommodation, air fare, equipment, surveys prescribed in this document, site visits, printing and binding of reports and hard copies of documents for each stages/ package, expenditure related to presentations to be made during the execution of assignment, sundries and all other expenditure for successful completion of the services as per "Terms of Reference", enclosed as APPENDIX-I to the Proposal Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.

The rates quoted shall be firm throughout the period of performance of the assignment upto discharge of all obligations of the Consultant under the Agreement.

Form 14A, Form 14C & Form 15 are to be submitted, only after the Opening of Financial Bid, in hard copy. The Form-14A, Form-14C & Form-15 are to be submitted duly in a sealed envelope bearing Ref. of Tender Notice No. "SMP/KDS/LND/01-2021, Dt:28.05.2021", & "Name of Work:- Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use &

infrastructure under Kolkata Dock System of SMP, Kolkata” clearly indicated. The name and address of the Bidder should also be indicated on the envelope.

The sealed envelopes shall be addressed to:

ATTN. OF: Mr. Joydeep Ghosh Dastidar

DESIGNATION: Estate Manager (I/C), Estate Division, Syama Prasad Mookerjee Port, Kolkata

ADDRESS: Fairlie Warehouse, 2nd floor, 6, Strand Rd, Fairley Place, B.B.D. Bagh, Kolkata, West Bengal 700001

NOTE: NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL MAY BE SUMMARILY REJECTED.

#### 2.21.11 Taxes and Duties:

The Consultant’s offer shall be inclusive of all taxes and duties payable by them exclusive GST. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time.

GST as applicable will be reimbursed by SMP, Kolkata. Reimbursement will be subject to production of documentary evidence of payment of GST to the concerned authorities which should be available in GST 2A/ GST 2B. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by SMP, Kolkata on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer

#### 2.21.12 Proposal Due Date

The proposal including Technical proposal, Approach, Methodology and Concept design and Financial proposal should be submitted upto 1500 hours Indian Standard Time (IST) on **30.06.2021 (Proposal Due Date)** through CPP portal. Proposals submitted by facsimile transmission, telex or e-mail will not be acceptable. It will be the sole responsibility of the bidder that the proposal should be submitted before the due date and time. No consideration for any delay shall be entertained.

SMP, Kolkata, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.

The date for presentation on Approach, Methodology and Concept design of the qualified bidders, shall be intimated at later stage.

#### 2.21.13 Late Proposal:

Any Proposal after 1500 hours IST on **30.06.2021 (Proposal Due Date)** shall not be accepted.

#### 2.21.14 Modifications to submitted proposals:

No notice of change, alterations or modification of the proposal shall be accepted after closing time on proposal due date.

## Section 3

### **EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANTS**

#### **3. Evaluation of Bids**

##### **3.1 Evaluation of Proposals**

**3.1.1** SMP, Kolkata shall open the proposals at 1530 hours on the Proposal Due Date, at the place specified and in the presence of the bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date.

**3.1.2** Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.21.15 shall not be opened.

**3.1.3** Prior to evaluation of Proposals, SMP, Kolkata will determine whether each Proposal is responsive to the requirements of the RFP based on documents submitted in CPP portal : “Key Submissions”.

A Proposal shall be considered responsive only if:

- i. the Technical Proposal is received in the form specified in this document;
- ii. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.21.14;
- iii. it is accompanied by the Bid Security declaration as specified in Clause 2.20.1.
- iv. it is accompanied by a Bid Processing fee (Tender Cost) as specified in Clause 2.2
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 2.21.9;
- vi. it is accompanied by the Power of Attorney, affidavit, undertaking etc. as specified in Clause 2.21.10;
- vii. it contains all the information (complete in all respects) as requested in the RFP;
- viii. it does not contain any condition or qualification.

**3.1.4** SMP, Kolkata reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by SMP, Kolkata in respect of such Proposals. The bids without the Bid-processing fee (Tender Cost) and Bid Security shall be considered as non-responsive.

**3.1.5** The proposals that are qualified in technical part, after prior notice to all bidder the financial part shall be open to those proposals.

##### **3.1.6 Technical Evaluation:**

Responsive bids shall be examined in details for their technical contents. Compliance to detailed Terms of Reference taking into account, Experience of bidder, proposed work plan for implementation, team composition etc. with reference to adequacy, acceptability and understanding of the bidders shall be checked. The detailed evaluation of Technical proposals shall be carried out as follows. The evaluation of the Bidder shall be carried out on the following parameters and the Bidder scoring **more than 70%** in the overall marking shall be considered eligible for Financial Bid evaluation.

- Section A Bidders relevant project experience & financial strength- 25 Marks
- Section B Relevant Experience of the key personnel – 50 Marks
- Section C Approach, Methodology & Concept Design– 25 Marks

**3.1.6.1** The total Technical marks are 100 and are assigned to various technical criteria as per the Evaluation Criteria shown in the following table:

SL NO	PARTICULARS	MAX MARKS	CRITERIA
<b>SECTION A- Bidders relevant project experience</b>		<b>25</b>	
<b>1</b>	<b>Category A: Master Planning Experience</b>	<b>8</b>	
a	The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industrial led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.	4	For one project, 02 marks will be awarded. For every additional 500 acres area, an additional 0.5 mark will be awarded with a cap of maximum of 4 marks. Eg. Explanatory Examples: (a) One project of 1000 acres – 2 marks (b) One project of 1000 acre and another project of 500 acre – 2 +0.5 Marks (c) Two projects of 1000 acre each or One project of 1000 acre and two projects of 500 acre each – 2+1Marks (d) Three projects of 1000 acre each or One project of 1000 acre and four projects of 500 acre each – 2+1.5 Marks & so on
b	The Bidder or the Consortium should have international experience of a water front development project with mixed land use of minimum 100 acre area and min 1 km continuous stretch of water front.	2	For one project, 1 mark will be awarded. For every additional similar project or additional 100% area, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks. The water front should increase in proportion to area Eg. Explanatory Examples: (a) One project of 100 acre or more & min waterfront 1 Km – 1 mark (b) Two projects of 100 acre or more & min waterfront 1 Km each – 1 +0.5 Marks (c) One project of 200 acre or more & min waterfront 2 Km – 1+0.5 marks (d) Two projects of 200 acre or more & min waterfront 2 Km each – 1+1 Marks
c	Bidder or the Consortium should have prepared DPRs on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 3 projects of minimum of Rs. 200 Crores each and comprehensive Traffic and Transportation study one project of minimum of Rs. 100 Crores	2	For 3+1 DPRs, 0.5 mark will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 2 marks Eg. Explanatory Examples: (a) 3 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each+ 1 DPR on Traffic and Transportation of 100 cr– 0.5 mark (b) 4 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 2 DPR on Traffic and Transportation of 100 cr– 0.5+0.5 mark (c) 5 DPRs on Water supply/ Sewerage or Drainage/ SWM of 200 cr each + 3 DPR on Traffic and Transportation of 100 cr– 0.5+1 marks & so on



SL NO	PARTICULARS	MAX MARKS	CRITERIA
2	<b>Category B: Strategic Advisory Experience</b>	3	
	The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.		1 marks for meeting the minimum eligibility criteria and for every additional similar project, an additional 1 mark upto a maximum of 3 marks will be awarded.
3	<b>Category C: Transaction &amp; PPP Experience</b>	5	
	The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, transportation sector (airport development/ inland waterways /roads /highways) and/or integrated urban transport, tourism related infrastructure projects, port led land development)* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.		2 marks for meeting the minimum eligibility criteria.  For each successful additional infrastructure transaction project with a cost of at least Rs 1,000 Crore shall be awarded 0.5 mark each upto a maximum of 2 marks.  For One additional successful transaction & PPP project for any Port Authority of at least Rs 500 Crore, additional 1 mark shall be awarded.
4	<b>Category D: Program /Project Management Unit (PMU) experience</b>	5	
	The bidder should have experience of projects related to program/project management assignment including PDMC projects executed under Smart City mission		2 marks for meeting the minimum eligibility criteria and for each additional assignment in this category with a completed duration of 2 years,

SL NO	PARTICULARS	MAX MARKS	CRITERIA
	for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.		assignment fee of atleast Rs 2 Cr in large scale infrastructure projects shall be awarded 0.5 mark each to max. 2marks. One additional assignment in this category undertaken in West Bengal, with assignment completed duration of at least 1 year and assignment fee of at least Rs 2 Cr shall be awarded 01 mark.
5	Lead member having average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of over Rs. 100 Crores (1000 Million)	4	For every additional 50 Crores an additional 1 mark will be awarded with a cap of maximum of 4 marks.
<b>SECTION B- Relevant Experience of the key personnel</b>		<b>50</b>	
1	Program cum Strategic Management Expert-Team Leader	10	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted and should have led at least one project in either category C or D as defined in the eligible assignments. 2 marks per project will be allotted to a maximum of 10 marks. International experience will be preferred.
2	Urban & Regional Planner- Associate Team Leader	10	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan/Development Plan/Smart city Plan project preparation experience of 500 acre, 2 marks will be allotted to a maximum of 10 marks.
3	Urban Designer (International)	8	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 3 marks will be allotted. The additional 1mark will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in "Key Personnel Table",.

SL NO	PARTICULARS	MAX MARKS	CRITERIA
4	Real Estate Expert	8	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 3 marks will be allotted. Additional 1 mark will be allotted for every additional experience of equivalent criteria mentioned in “Key Personnel Table”,
5	Financial cum Economic Expert	6	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 2 marks will be allotted. Additional 1 mark will be allotted for every additional experience of equivalent criteria mentioned in “Key Personnel Table”,
6	Infrastructure Expert	2	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 1 mark will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in “Key Personnel Table”,
7	Transaction cum PPP Expert		
8	Urban Mobility Expert		
9	Port Sector Expert		
<b>SECTION C- Approach, Methodology &amp; Concept Design</b>		<b>25</b>	
Write up on Approach, Methodology & Concept Design		10	Marks shall be awarded based on the quality.
Presentation		15	Bidder has to make a presentation on the Concept Design, Approach & Methodology and Work Plan on a specified date. Marks shall be awarded based on the quality.

### 3.1.6.2

- The technical evaluation on the basis of Section A, Section B and Section C shall be carried out by SMP, Kolkata.
- The bidder who obtains minimum of 70 marks out of 100 marks in Technical proposal will be considered as selected Bidder. And for those technically selected Bidders only the Financial Proposal will be opened.

### 3.1.6.3 Presentation of the Concept Design:

The bidders have to submit their Approach, Methodology and Work Plan and Concept Design along with Technical proposal by Proposal Due Date as per clause 3.1.6.2. Bidders will be called for a presentation on Technical proposal and Concept Design. The bidders will be evaluated on 100 marks.

### 3.1.6.4 Minimum Eligibility Criteria for Opening of Financial Proposal:

The bidders after presentation on Approach, Methodology and Concept design securing minimum of 70 marks out of 100 marks in Technical proposal will be called as “Technically Qualified” and who’s Financial Proposal shall be processed further.

### **3.1.7 Opening and evaluation of second part viz. Financial Proposal:**

3.1.7.1 Financial Proposal of bidders who are "Technically Qualified" as above will be opened in the presence of authorized representative of concerned bidders along with letter of authorisation, not more than two in numbers per bidder, who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders. The evaluation committee shall allocate marks on the basis of the Approach, Methodology, Concept design and the Presentation.

3.1.7.2. Financial proposals will be checked as prescribed in clause 3.1.9.2 and the bidders will be ranked accordingly.

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

### **3.1.8 Selection and Award of the Consultancy:**

3.1.8.1 QCBS procedure shall be adopted with 70% weightage to Technical and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9 below.

### **3.1.9 Evaluation Methodology:**

The score (Pe) for Technical Proposal would be the Arithmetic Sum of the marks out of 100 marks, (i.e. Summation of marks obtained in Section A, B and C of the clause 3.1.6.1 above) obtained by the bidder in the Technical Evaluation.

The Financial Proposal shall be given scores as follows:

$$Pf = 100 \times \frac{\text{Financial Proposal of Lowest bidder}}{\text{Financial Proposal of the bidder under consideration}}$$

The composite score shall be computed as follows:

$$\text{Composite Score (S)} = (Pe \times 0.7) + (Pf \times 0.3)$$

The bidder obtaining the highest Composite Score would be declared as the successful bidder. Two more bidders having next ranking score shall also be kept in waiting.

In case two bidders get equal Composite Score, the bidder offering the lowest Financial quote shall be selected.

### **3.2 Award of Consultancy:**

**3.2.1** The successful bidder shall be invited for Negotiations, if necessary.

**3.2.2** Prior to the expiration period of proposal validity/ extended validity, the SMP, Kolkata will notify the successful bidder evaluated as per clause no.3.1 above, in writing by email/ registered letter, or facsimile. The party selected for award of assignment shall be issued a Letter of Award by SMP, Kolkata. This letter along with written acknowledgement of the successful party shall constitute contract between the party/ies with Employer, till signing of formal agreement.

**3.2.3** The Key personnel as mentioned in the RFP shall not be replaced during assignment.

**3.2.4** SMP, Kolkata will examine the CVs of all other Professional Personnel and those key personnel not found suitable shall be replaced by the Bidder to the satisfaction of SMP, Kolkata.

**3.2.5** Within 21 days of date of issue of Letter of Award, the successful party shall furnish a performance security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as prescribed in APPENDIX- III and simultaneously sign formal agreement of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. All costs, charges and expenses including the stamp duty incurred in connection with this Contract for preparation and completion of Agreement will be borne by the SMP, Kolkata. Until such Contract Agreement is executed the acceptance of the bid/ tender in terms of the Contract as defined shall be

binding upon the parties and shall be the Contract. The Consultant's bills will not be passed for payment until the Contract Agreement is executed.

**3.2.6** Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment / withdrawal of the LOA. In such an event, SMP, Kolkata reserves the right to:

3.2.6.1 Either invite the next best Bidder for negotiations; or

3.2.6.2 Take any such measures as may be deemed fit in the sole discretion of SMP, Kolkata, including annulment of the Selection process.

**3.2.7** The consultant shall be required to mobilise manpower and other logistic support and technical support, within 7 days from the date of issue of Letter of award which will be treated as date of commencement of services.

**3.2.8 Contacts during Proposal Evaluation**

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the SMP, Kolkata makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, SMP, Kolkata and/ or their employees/ representatives on matters related to the Proposals under consideration.

**3.3 Performance Security:**

Within 21 days of issue of letter of award from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a nationalized bank or any reputed foreign bank from its Kolkata branch for an amount equivalent to 3% of the accepted cost of consultancy. The bid security submitted by the successful bidder shall be adjusted in Performance Security. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.

**3.4 Extension of validity of proposal:**

If it becomes necessary, SMP, Kolkata may request the parties, in writing, to extend validity of proposals.

**3.5 MISCELLANEOUS**

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

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

- a. Suspend and/ or cancel the Selection Process and/ or amend and/ or supplement
- b. the Selection Process or modify the dates or other terms and conditions relating thereto;
- c. Consult with any Bidder in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to SMP, Kolkata by, on behalf of, and/ or in relation to any Proposal; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

**3.5.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases SMP, Kolkata, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and

waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

### 3.6 Confidentiality

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

### 3.7 Reimbursable Expenses:

Reimbursable Expenses means the expenses incurred by or that may be incurred by the Bidder under the various heads of expenditure listed below.

#### Reimbursable Expenses:

- A** Resource Pool Expert
- B** Provisional sums include:
  - (i) Workshops, Conferences and local training
  - (ii) Survey & Investigation
  - (iii) Public outreach programs
  - (iv) Third Party Inspection
  - (v) Fee for obtaining various approvals & NOC
  - (vi) Equipments if any
  - (vii) Stakeholder management
  - (viii) Printing of Brochure & Marketing materials

(a) Reimbursable expenses will not be considered for the purpose of evaluation of the Financial Proposal. It will be assumed that a Bidder will utilise the maximum amount of Reimbursable Expenses as provided by Bidder in Form 14 C depending on project requirement.

(b) The consultant will be required to take prior approval for incurring Reimbursable Expenses. All amounts mentioned under the head of Reimbursable Expenses in Form 14 C will be reimbursed to the Consultant as per actuals on submission of proof of bills and approval thereof by the Client.

**3.7.1** A price adjustment provision applies to remuneration rates: **No.**

**3.7.2** Amount payable by the Client to the Consultant under the contract to be subject to local taxation: **Yes**

The Client will reimburse the Consultant the GST payable by the Consultant for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Consultant.

## **Section 4**

### **GENERAL CONDITIONS OF CONTRACT**

#### **4. General conditions of Contract**

Please refer Annexure 4.

## Section 5

### APPENDIX- I

#### **TERMS OF REFERENCE (TOR)**

For

**NIT No.SMP/KDS/LND/66-2020 for “RFP FOR APPOINTMENT OF CONSULTANT FOR PLANNING, DESIGN AND PROGRAM MANAGEMENT SUPPORT FOR MASTER PLANNING AND DETAILED DESIGN OF LANDUSE & INFRASTRUCTURE UNDER KOLKATA DOCK SYSTEM OF SMP, KOLKATA.”**

#### **5. The consultancy assignment has the following major components: -**

SMP has therefore, identified an area of approx. 2413 acres for development of Port & Port allied activities and 1709 acre for Township development to harness the potential of the land as mentioned above upon studying the existing and future projected traffic plan, mobility plan and port extension. This is a Brown field Project. SMP intends to prepare a Strategy and Concept Master Plan of 4122 acres land of KDS for Port development, Port allied development and Township development. Out of 1709 acres Township zone, approximately 429 acres of land has been proposed for redevelopment. SMP therefore intends to develop these 429 acres as Kolkata Port Township Complex I (KPT Complex I) and prepare a detailed master plan. The project also includes detailed infrastructure design, Urban design and landscape proposals and marketing strategy, commercialization strategy and implementation strategy through SMP / through private participation of the detailed master plan.

#### **5.1 Component I: Formulating Vision, Strategy and Concept Master Plan for approx. 4122 acres (±20%) of SMP, Kolkata land -**

##### **Task Overview**

This exercise requires an overall visioning of the future upon interaction with different stakeholders of Port ecosystem, carrying out situation/sectoral analysis, understanding the functions, future requirements of the port activities and surrounding areas, infrastructure availability and requirements, land use analysis, transport connectivity and infrastructure analysis, environmental analysis, commercial infrastructure studies, real estate market studies, etc., problem identification and preparation of a broad zoning plan based on Optimization of Landuse to support port and related activities and development, deriving value out of land assets. The Concept Master plan will identify land under Port’s own use, Port allied area and Township area for forthcoming 30 years. Further the Township area will be subdivided into Redevelopment areas, Renewal areas and Rehabilitation areas. The Vision and Strategy Plan will consist of:

- a. Vision: Identification of aspirations of the organization and its different stakeholders to frame the Vision for long term strategic and holistic development. Aim and Objectives to be identified.
- b. Strategic Plan: Basis micro-market, demand gap assessment, cargo profile and market trends – type of assets, space allocation, phasing, sectors to target, type of sub sector value proposition to be developed to attract investors. Framing guidelines for land development in alignment with the Vision & Land Policy Guideline.
- c. Identify priority projects and areas for potential development
- d. Facilitate the long-term growth and development of the Port in a sustainable manner and creating a vehicle to ensure adherence to sustainability principles. To utilize Port’s land for making Kolkata as a multi-modal transport and logistics hub for serving the state of West Bengal, neighboring landlocked states, North eastern states, Nepal, Bhutan and Bangladesh.



- e. Specify the major programmes, roles and responsibilities of key players, institutional arrangements and resource requirements for achieving the vision.
- f. To give vision for gainful utilization of the lands, buildings etc which are in dilapidated condition and unused for long period of time for the overall benefit of Port, City and environment

The task under Component I cover mainly preparation of Vision document, total site suitability analysis, Broad land use plan, Strategy plan of Port led development, Transportation Network, Broad infrastructural design and broad cost & phasing of development and Implementation strategy. Key Stakeholder participation workshop to be conducted by the consultant for framing the objectives and vision of the Concept Master plan of SMP, Kolkata.

### **Detailed scope of work & Deliverable**

#### **5.1.1 Stage – I: Preparation of Inception report**

The consultant shall submit an inception report incorporating Understanding of Project, Approach & Methodology, Man-Power deployment, Detail Time and activity schedule, details of its local office, support required from the client, details and outcome of Environment Building workshop, Identification of and consultations with various Stakeholders, if any etc. after detailed discussion and site visits with SMP, Kolkata.

Identification and interaction with all stakeholders / Authorities through workshops, meetings etc. and Consultants may take all necessary steps to convince them about mutually beneficial aspects of the above plans. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval. Major stakeholders to be considered are-

- a. Port Officials: To understand the port requirements
- b. Various Local Bodies: To understand the policies and aspirations of the elected local body representatives
- c. Citizens Organisations: To understand the aspirations of local population
- d. Environmental NGOs: To understand the concerns of local environmental issues
- e. Any other: To understand any other local voices that may have a bearing on the development proposed

Deliverables: Three hard copies and One soft copy of Inception Report duly signed by the consultant.

#### **5.1.2 Stage-II: Study of existing situation**

The activities under Stage II shall include but not limited to Collection of all available data, existing maps, Land ownership plans and other document and understand the project parameters. Geo referenced GIS Base Map of the Master Plan area has already been prepared and will be provided to the consultant by SMP, Kolkata.

Study of port activities wrt. Cargo, freight, traffic etc. in the regional context, usage of various lands, details of activities/buildings which have gone out of use, future plans of SMP, city –hinterland relationship. This shall include collecting all relevant available data, existing maps, land ownership plans and other document and understand the project parameters. Preparation of Geo referenced GIS Base Map of the Study area to be undertaken by the consultant along with preparation of thematic maps. Study of all the reports available with SMP, provisions of LUDCP of KMDA, Vision 2025 of KMDA, Comprehensive Mobility Plan of KMDA, Master Plan for Traffic and Transportation of KMDA, Development control Regulations, Environmental regulations, any constraints on the development etc. along with the various Central Government policies and programmes as may be applicable for development of the Port & Port allied area and Township area.

Study of the aspirations already expressed by various stakeholders during Environment building workshop and Consultation meetings. Case study at least three international examples of similar nature and size and compare with the project. Identify the design aspects which are relevant to the project and a Presentation to the SMP, Kolkata and concerned Stakeholders on the same to be made.

Based on the above the following studies and analysis to be done by the consultant mainly from secondary data available:

#### **i. Regional Context**

- Study of existing port activities and future proposals of port development of KDS& HDC
- Study of Region and relationship of port and its hinterland, surrounding development trend, Inventory of ongoing / upcoming infrastructure projects in the hinterland and master plan area with details of impacts
- Regional and local connectivity, public transportation system, Circulation pattern etc.

**ii. Study of existing Kolkata & Haldia Port functions & future projections**

- Study of existing & projected Traffic condition & cargo volume
- Study of existing & projected freight movement
- Study of existing & projected port operations
- Study of port master plan

**iii. Population estimates & Demographic analysis**

- Population estimates and Demographic analysis. Projections should incorporate dynamic indicators of economic activities while building the growth scenario
- Estimation of floating population.

**iv. Economic activity & Employment**

- Creating economic profile of study area – breakup of economic activities, employment generation and spatial distribution of types of primary, secondary and tertiary economic activities.
- Study of existing logistics infrastructure viz, logistics parks, private freight terminals, inland container depots, rail linked container freight stations, Grade-A warehouse, silos, etc in the region
- Assessment of demand for logistics services considering a horizon of 30 years
- Supply demand gap assessment and suggestions for bridging the gap through development of logistics infrastructure in SMP
- Identifying the growth scenario and employment in various other sectors
- Riverfront related Tourism surveys/ Tourist profiling
- Make a realistic demand assessment on key economic activities and employment opportunities

**v. Land**

- Land use mapping, assessment of existing land use
- Study of all revenue data, existing development, Land allotment status, land prices within and surrounding area etc.
- Study of the conditions of existing structures, including type, height of the buildings, existing use etc.
- Incorporating cadastral data with already prepared Geo referenced GIS base map and preparation of Existing Landuse plan
- LUDCP of KMDA

**vi. Traffic and Transportation**

- Assessment of regional and local roads network and hierarchy, transportation and parking facilities
- Peak/Non-peak assessment during peak hours and in tourist months
- Assessment of Existing modes of transportation its regional connectivity

**vii. Study of existing real estate situation and assess the potential of the land**

- Identification of need, demand and supply within KMA area
- Study of market situation of different land uses
- Upcoming and Ongoing major projects surrounding the Study area & its impact on surrounding land use
- Assess the demand for commercial ware housing activities

**viii. SWOT**

- Carry out the SWOT analysis.

**Deliverables:** Three hard copies of presentation, report and plans including Base maps at desired scale in AUTOCAD /PDF/GIS format along with soft copies.

Note: Identify need for any primary survey required for the task in Proposed Approach & Methodology. If the need of any other survey is accepted and approved by SMP, Kolkata. The SMP shall either carry out such survey on its own or bear the reasonable expenditure if carried out by consultant with prior approval of SMP.

#### **5.1.3 Preparation of draft Strategy and Concept Master plan of 4122 acre: ( $\pm 20\%$ )**

- The draft Strategy and Concept Master plan should include the broad strategies and proposals for Port development, Port Allied area development and Township area.
- The broad Landuse Plan delineating areas for Port own use, Port allied areas and Township area. Delineating Redevelopment area, Resettlement area and Renewal area under the Township area.
- Identification of the exact land for Detailed Master Plan under Township redevelopment based on financial viability analysis and market demand.
- Work out broadly the pocket wise proposed land use, Built up area, population expected, social and physical infrastructure provision in tune with the objectives.
- Integration of the infrastructure with offsite infrastructure of Kolkata city
- On the basis of the study of hinterland connectivity, propose additional connectivity considering the traffic generated from the project. The transportation network should indicate the overall road network, pedestrian movement through green corridors. Other modes of mass transport, feeder services, Non-motorized transport, multimodal connectivity, TOD based development
- The concept plan should meet all statutory regulations, byelaws etc.
- Broad costing of each element of the strategy, Project identification, Phasing and implementation strategy
- Presentation to SMP, Kolkata and get the in-principle approval.

#### **Deliverables:**

Three hard copies of presentation, Report, Drawings in a desired scale, 3D views of important locations, walkthrough and soft copy.

List of the Drawings but not limited to

Regional setting map

Location plan showing prominent surrounding landuse & landmarks, transport corridors, infrastructure corridors

Existing Land Use Plan in the prescribed format under the State Govt guidelines if any.

Proposed Land Use Plan in the prescribed format under the State Govt guidelines if any.

Existing Land Use Plan & Land ownership Plan of 4122 acres( $\pm 20\%$ )of KDS estate

Proposed Concept Master Plan for 4122 acres ( $\pm 20\%$ )of KDS estate

Proposed Transport Network and Circulation Plan at regional and city level

Proposed Infrastructure and Amenities proposal and Plans at regional and city level

Proposed Township area Plan for 1709 acres ( $\pm 20\%$ )of KDS estate showing the Redevelopment area, Renewal area and Resettlement area

Any additional Drawing to explain the project.

Note: All the drawings of ELU and PLU should be at the scale of 1:4000

All drawings should be signed by the appropriate authority from Consultant's side

All maps to be prepared on Arc Info or Arc GIS software

#### **Discussion with stake holders:**

To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be easily

implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval.

#### **5.1.4 Preparation of Final Strategy and Concept Master Plan:**

The Strategy and Concept Master plan shall be finalized after discussion with various stake holders through meetings arranged by SMP, Kolkata.

After obtaining formal approval from SMP, Kolkata the draft Strategy and Concept Masterplan shall be finalized by consultant and presented to SMP, Kolkata.

#### Deliverables:

Three hard copies of presentation, Report, and all relevant Drawings as per the List of Drawings to be delivered as indicated above with a desired scale and soft copies of the above.

#### **5.1.5 Investment Policy, Marketing Strategy and Policy formulation –**

Preparation of transparent marketing strategy to utilize the full potential of the land. It includes complete business plan with Cash flow, phasing of land disposal, differential pricing, tenure, marketing procedure including media publicity, identification of Investors, investor meets, marketing materials, all legal documents for lease, sale, rent till the realization of the price etc. The consultant shall simultaneously prepare detailed investment policy including land disposal strategy, once the concept Master Plan is finalized for the Township area of 1709 acres. The consultant shall prepare detailed business plan including cash flow, phasing of construction, land disposal, recovery and surplus. The Consultants shall carry out the following activities but not limited to

- i. To study the present estate plan and present land use pattern;
- ii. To study the reports already prepared in this regard in the past;
- iii. Prepare models for Land Management and Monetization Plan which is self-sustaining i.e. it generates revenue for its implementation and also streams of revenues for SMP, Kolkata;
- iv. Prepare phasing of development and phasing of estate land disposal,
- v. Prepare Land Disposal and marketing Policy including pricing mechanism, tenure, eligibility criteria, selection process etc. as per the Land Policy of SMP, Kolkata
- vi. Preparation of Marketing booklets, advertisements, media campaign, investors meet etc.
- vii. All Legal documents required for allotment, agreements, charge certificates, termination, monitoring, recovery of dues etc.
- viii. All the activities required for successful marketing and disposal of properties identified for marketing during the Consultancy period.

**a. Market Potential Assessment, International Benchmarking & Project Vision:** The consultant will have to undertake a detailed Market Assessment and strategic Business and market potential for the development. The Consultant's approach will, inter alia, utilise market analysis, industry perception analysis, economic cluster identification, demand estimation, financial analysis and economic benefit assessment to fully inform a regional land use and economic development strategy. A key element of the Consultant's approach will be to define economic clusters that respond to the region's strengths and create an economic positioning that is differentiated and attractive for investors, which also helps create jobs and drives economic growth.

**b. Commercialization Strategy:** Propose and submit an optimal land monetization strategy report developed on the basis of the concept plan and recommend the most suitable investment, development and commercialization model that allows for cost and time efficient execution and maximizes value creation for SMP, Kolkata. For each project, the consultant will propose the most optimal model such as PPP, DBFOT, BOT, EPC, O&M etc.

The detailed tasks to be undertaken are as follows:

- (a) Propose an optimal land monetization strategy and submit a land monetization report.
- (b) On the basis of the concept plan developed and the projects identified the consultants will recommend the most suitable investment, development and commercialization model that allows for cost and time

efficient execution and maximizes value creation for SMP, Kolkata. For each project, the consultant will propose the most optimal model such as PPP, DBFOT, BOT, EPC, O&M etc.

(c) Consultants will also help in assessing initial capex requirement, need for initial funding/ VGF, target commercial potential and bidding parameters

(d) Create a marketing plan across all stages of the project as required for its successful implementation including concept stage, investment promotion and post implementation plan. Submit a marketing plan report to SMP, Kolkata.

(e) The consultant shall prepare detailed business plan including cash flow, phasing of construction, land disposal, recovery and surplus. On the basis of Business plan consultant shall prepare pricing policy for various land uses. The consultant shall prepare marketing strategy including, publicity, identification of probable investors, Transparent land allotment process etc.

(f) The consultants will have to look at existing policies and recommend changes required for enabling Port led land estate development. For this the consultants should look at relevant international examples as well as SMP's Land Policy where Ports have redeveloped land and commercialized. Consultants should bring in the best practices on policies and practices followed in other markets. The consultant will have to help the client in proposing a note on policy changes required to enable Land commercial development and finalize the marketing and Land Disposal policy.

(g) The Consultant has to carry out the entire Marketing Process for Five years for the project of first phase of KPT Complex-I. This will include identification of potential investors, designing the eligibility terms, conducting investor's meets, advertisement materials, EOIs, RFPs, Marketing booklets, Road shows, Scrutiny of proposals, assistance in selection and assist SMP, Kolkata to complete the formalities of allotment.

(h) Device all the marketing materials, advertisement campaigns, EOIs, RFPs documents, Letters of Intent (LoI), Letter of Allotment(LoA), Estate monitoring systems etc.

i) All the legal documents shall be vetted/validated by the legal expert at the cost of the Consultant.

j) SMP, Kolkata will bear the expenditure of events. But the cost of visits to prospective investors if any shall be borne by the Consultant.

Deliverables: Reports on marketing strategy, business plan, marketing booklets, pricing mechanism, land disposal policy in three sets and soft copy.

## **5.2 Component II: Preparation of Detailed Master Plan, infrastructure development plan, Engineering Designs, DPRs & all related activities for implementation of township Kolkata Port Township Complex- I project for approx 429 acre ( $\pm 20\%$ ) of Township Redevelopment area -**

### **Task Overview**

Preparation of detailed design brief on the basis of approved Strategy & Concept Master plan for a waterfront mixed use development with commercial, recreational, residential, business, entertainment, retail & hospitality and community development projects etc.

Detailed Master plan of the identified 429 acres of Township redevelopment area will consist of:

Proposed Landuse plan, proposed detailed DCR, detailed Urban design proposals, Landscape planning, Transport network planning, Detailed social and physical Infrastructure planning, Heritage conservation plan, DPRs, Bid documents, Marketing booklets, Media materials, Identification of projects for Private Participation, Economic and Financial Analysis etc. Identification of projects for Private Participation, Project Execution plan, Phasing of implementation, etc.

Scope includes design of specific layout which can enhance image of the Riverfront zone under Syama Prasad Mookerjee Port through control over elements of Urban Design / Landscaping / Architecture features like built

forms, setbacks and open spaces between buildings, Landscape features like Ecoparks, Themed Gardens, public and private spaces for Star Hotels, Covered walkways, Open spaces for Sports like Skating, Public Plazas, Street furniture etc through Form Based Codes. The layout along with the Architectural Control of Urban Design shall emphasize on making maximum spaces available for pedestrian movement & mixed land use.

Smart city features as easily implementable; in the proposed riverfront development in the existing ecosystem should be considered. The Consultant shall consider IOT (Internet of Things) for Traffic Management, Parking, Transit operations, Emergency Response, Incident Management. Study of existing and proposed transportation network along with connectivity to proposed Riverfront zone shall be undertaken for Transit oriented development.

To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be quickly implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval.

The task also involves assistance for obtaining approval from all the statutory authorities including the Environment clearance.

#### **5.2.1 Preparation of draft Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex– I**

The bidder shall identify in consultation with SMP, Kolkata during Strategy & Concept Master Plan phase, the area for Detailed Master Plan.

The SMP, Kolkata shall provide the site plan, site conditions and survey data of the site for the team to begin the work on the project. The client will also share all the past studies / master plans developed with the consultant. The consultant will review in detail the Master Plans and incorporate / refine suggestions as required while developing the Detailed Master Plan.

The Draft detailed master Plan should be based on the proposals of approved Concept Master Plan and should incorporate all the objectives specified in this document. The components of the Master Plan shall be but not limited to:

- Proposed land use plan at desired scale of the project area
- Allocating the use of land for purposes; such as, commercial, residential, industrial and recreational, tourism as identified in conceptual Master plan.
- Designation of land for public purpose, such as educational institution, medical and public health institution, markets, central financial districts, social welfare and cultural institutions, theatres and places for public entertainment, or public assembly, museums, art galleries, government and other public buildings as contemplated in Conceptual Master Plan.
- Delineating plots for each land use in the form of buildable and desired size.
- Designation of areas for open spaces, playgrounds, stadia, gardens, green belts, nature reserves, plantations, walkways etc.;
- Planned on Sustainable development principles,
- Work out in detail the proposed land use areas, population, Infrastructure needs etc.
- Carry out the traffic study, congestion study, parking requirement, connectivity to the region and how the traffic will be disperse in the city.
- Proposal for transport and communications, such as roads, pedestrian pathways, bicycle tracks, park-ways, bus bays, public and private transportation, assess the need of rapid transit and plan accordingly etc. Detail plans, cross and longitudinal sections with formation levels should be given for each road separately.
- Study existing profile and future proposals for physical infrastructure components like – water supply, sewerage, storm water drainage, solid waste and roads.
- Study existing profile and future proposals for social infrastructure components like – education, health and recreation

- Study existing profile and future proposals specific to Tourism Infrastructure- Hotels, Resorts, Convention centre, Amusement parks and other Recreational areas subsequent water supply /waste water management during peak and non-peak season
- From Gap analysis of Demand and Supply workout appropriate standards for physical and social infrastructures which need to be provided in the project area. Detailed Proposal for water supply, drainage, sewerage, sewage disposal, Solid waste disposal, storm water drainage and other public utilities, amenities and services including electricity gas, communication etc.; The proposal should include the offsite and onsite infrastructures including source and disposal points. The proposal should include detail distribution and collection systems. Detail formation levels of the land for each plot to be given according to the proposals of the Storm water drainage system considering the existing levels of the adjoining land. The SWD proposal should be formulated in such a way that no adjoining land is adversely affected.
- Preservation, conservation and development of areas of natural scenery and landscape;
- Mobility plan for the planning area adopting the major right of ways and imparting multi-modal connectivity options for the area from the nearest road and rail connectivity.
- Quantify and Study the impact of the multi-modal traffic generated due to complete development of SMP, Kolkata Township Complex-I on the adjoining /access roads, Railways and suggest proposals to negate the adverse effects.
- The proposals should be in tune with the Environmental considerations after study of Topographic & soil data, climatic conditions, wind direction, rainfall, temperature, sun path movement etc, Hydrological data and HFL/LFL data, Seismic data and Land potential analysis for various land uses, including suitability analysis, identifying environmentally sensitive areas and developable land in the area so that no adverse effects will be on the surrounding Environment.
- Urban Design guidelines to shape the future form of the city and as a supplement to statutory development control regulations, to bring about a cohesive development pattern and design element into the development. Study of Urban form and morphology of the master plan area and analysis of the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, the scale and types of streets and blocks, open spaces and streetscapes, tree cover, etc.
- Mapping of all heritage structures within the project area and identification of conservation and restoration proposals of the same.
- Mapping environment precincts if any to identify specific infrastructure requirements and conservation proposals in master plan. Identification of all riverfront tourism projects that can be developed. Benchmarking studies to understand eco-tourism projects in similar contexts.
- Critical evaluation of existing development control regulations and proposed Development Control Regulations for the Detailed Master Planning area. Proposed guidelines for urban design interventions and Institution Framework.
- Proposal for rehabilitation of Project affected people if any.
- Detailed implementation strategy identifying the various modes and method which are suitable for the project. The recommendations should be formulated after detail study of the capacity of the organisation, financial situation, available expertise etc. The recommendations should be in detail concrete form which can be implemented.
- Phasing plan, project cost costing and financing plan for identification of various measures for revenue generation.
- The master plan should satisfy all the statutory provisions
- All other elements required to develop the land as defined in objectives.
- Draft Development control regulations incorporating the provisions of the detail master plan.
- Present the proposal to SMP, Kolkata along with 3D views and walk through

#### Deliverables:

Three hard copies of Presentation, Report, drawings, 3D views of desired scale and in form of soft copies. List of the Drawings but not limited to:

- ( i ) Regional setting
- ( ii ) Location plan
- ( iii ) Thematic Landscape proposals
- ( iv ) Base map with Revenue Data, Topography and Existing Development
- ( v ) Sanctioned and Proposed Master Plan proposals
- ( vi ) Riverfront zone delineation
  
- ( vii ) Proposed Land Use
- ( viii ) Transport Network and Circulation Plan
- ( ix ) Infrastructure and Utility Plans
- ( x ) Plan showing Urban Design Guidelines for each parcel of Land for set-backs, Height, Frontage , Elevational treatments, Colour, Material Specifications, 3D forms, Access, Compound Wall, Plantation, Sign Boards etc.
- ( xi ) Detailed Drawings for Landscape for Gardens, Playgrounds, Plazas, Green Corridors, Pedestrian Walkways, Promenades etc.
- ( xii ) City Signage System
- ( xiii ) Cross sections of the roads with details of street furniture, kiosks
- ( xiv ) Submission drawing and report for the approval of all competent authorities. At the required scale.
- ( xv ) Any additional drawing to explain the project
- ( xvi ) 3D views of the Project area from different angles

Note: All the drawings should be at an appropriate scale

All drawings should be signed by the appropriate authority from Consultant's side

All maps to be prepared on Arc Info or Arc GIS software

### 5.2.2 Discussions with stake holders:

To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above Master plan in order that they can be quickly implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval.

The Detailed draft Master Plan shall be finalized after discussion with concerned stake holders through meetings arranged by SMP, Kolkata to get their acceptance with or without modifications.

The detailed Master Plan should be discussed all the competent authorities who are involved in granting approval, clearances and NOC.

### 5.2.3 Finalisation of the Detailed Master Plan for 429 acres (±20%) of Kolkata Port Township Complex– I :

After obtaining formal approval from SMP, Kolkata on the draft, the Final Detailed Master plan shall be prepared. The final proposal should include in addition to the tasks mentioned in Draft Master Plan but not limited to:

- The Proposed land use plan showing Detailed land use at plot level
- Detailed transportation network including Identification of Right-of-Way for all major utility corridors, etc. Intersection designs, Road sections, bicycle lane, other motorised and non-motorised modes of transport. Detail plans, cross and longitudinal sections with formation levels should be given for each road separately. Detail layout for all the infrastructural facilities, network, quantification etc.
- Parking requirement and provision for various land uses.
- Provision of open spaces, gardens, playgrounds, tot lots, neighbourhood gardens etc
- Provision of vendors, informal sectors, vegetable and fish markets etc.
- Designation of land for water supply, drainage, sewerage, sewage disposal, solid waste disposal, storm water drainage and other public utilities, amenities and services including electricity and gas;
- Work out detailed storm water drainage system with formation level of developed land.
- Designation of land for reservation of land for community facilities and services;



- Detailed calculations of areas according to land use FSI consumption, Built up area, Population projections etc.
- Detailed Urban design guidelines for the entire township, Streetscapes, Street furniture,
- Detailed urban design guidelines for each parcel of land with setbacks, frontage Height, Colour, material specification, building features, building forms etc.
- Detailed design criteria for utility buildings, compound wall, Landscape elements
- Detailed landscape design for Parks and Gardens.
- Present the final master plan to SMP, Kolkata.
- Assist for the statutory approval from the Planning and other authorities

#### Deliverables:

Three hard copies and soft copies of Report, drawings of suitable scale, 3D views, walk through. List of the Drawings but not limited to:

- ( i ) Regional setting
- ( ii ) Location plan
- ( iii ) Thematic Landscape proposals
- ( iv ) Base map with Revenue Data, Topography and Existing Development
- ( v ) Sanctioned and Proposed Master Plan proposals
- ( vi ) Riverfront zone delineation
- ( vii ) Proposed Land Use
- ( viii ) Transport Network and Circulation Plan
- ( ix ) Infrastructure and Utility Plans
- ( x ) 3D views of the Project area from different angles
- ( xi ) 3D views from the waterfront
- ( xii ) 3D views from Prominent areas within the Project area such as riverfront, promenades, plazas, commercial areas, pedestrian precincts, road cross sections etc.
- ( xiii ) Plan showing Urban Design Guidelines for each parcel of Land for set-backs, Height, Frontage , Elevation treatments, Colour, Material Specifications, 3D forms, Access, Compound Wall, Plantation, Sign Boards etc.
- ( xiv ) Detailed Drawings for Landscape for Gardens, Playgrounds, Plazas, Green Corridors, Pedestrian Walkways, Promenades etc.
- ( xv ) City Signage System
- ( xvi ) Cross sections of the roads with details of street furniture, kiosks
- ( xvii ) Submission drawing and report for the approval of all competent authorities. At the required scale.
- ( xviii ) Any additional drawing to explain the project

Note: All the drawings should be at an appropriate scale

All drawings should be signed by the appropriate authority from Consultant's side

All maps to be prepared on Arc Info or Arc GIS software

#### **5.2.4 Detailed Infrastructure design for 429 acre (±20%) of Kolkata Port Township Complex– I :**

The consultant shall study existing norms, standards, existing situation, Demand assessment and Gap assessment and then propose design along with propose technology for all the infrastructure such as Water supply, sewerage, Storm water drainage, Electricity, Roads, Fire services, Solid waste disposal, Communication and landscaping, Smart infrastructure of the Redevelopment area of Township.

##### **a. Detailed road work design:**

The Consultants shall carryout designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to :-

- Detailed road design including road geometries, sections and cross sections
- Requirements of onsite & offsite parking.
- Estimating requirement of bus stops and lay bye
- Design of road junctions and grade separators
- Design of pavements including footpaths.

- Pedestrian and Non-motorized movements with specific emphasis on disabled and challenged people-friendly design
- Designs for street furniture, roadside plantations and signage including road safety/traffic control features with inbuilt backup power in case of grid power supply failure along with alternative sources of energy.
- Designs and drawings for service roads, tree planting/fencing.
- Cross drainage works such as culverts, bridges.
- Design of storm water drainage system, kerb, medians
- Traffic amenities (Parking Areas, Bus stops, lay bye, Rest Areas, etc.);
- Other safety features.
- Street lighting
- Provision of utility service crossings along and across the road including Gas and communication lines.
- Design of utility corridor along ROW.
- Specifications of materials, construction techniques as per the latest technology being adopted globally
- Detailed cost estimates, DPRs and Tender documents.
- Process of safety audit.

#### **b. Water supply:**

The Consultants shall carryout water supply network designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to : -

- To prepare detailed master plan for water supply distribution system for the Detailed master plan area including design of water supply distribution system under supply of 24 X 7 system sustainable for next 30 years horizon
- Study the existing water supply system demand and system. The source of water will be the water supplied by Kolkata Municipal Corporation.
- The successful bidder shall design the distribution network for the same. Available data of the existing network will be made available.
- Study and presentation of Standards, norms and best practices for water consumption for varied uses.
- Site assessment and identification of project influence area, site constraints and consultation with departments on the collection of data on existing, ongoing and any future proposals.
- Finalisation of various water demands; domestic, commercial, recreational, industrial etc. for planned period
- Study of the particular nature and characteristics of the project site such as topography, hydrology, groundwater, rainwater harvesting etc. Deciding Hydrological water balance, water quantity and quality for water availability for the proposed development.
- Explore self-reliant zone planning approach.
- The consultants will consider alternatives for the layout configuration for Zoning and mode of operation of the water distribution system including the locations and patterns of storage reservoirs and pumping stations
- Design of Water Supply transmission system from existing source /proposed source, up to proposed Water distribution Centres, including pumping arrangement with pumping machinery and electrical equipment's as required
- To design the Water distribution Centres, distribution pipe network, decide locations of ESR / GSR (if required) for each water district for the project area, capacities of ESR/GSR, staging heights,
- In consideration of smart and sustainable planning development principles, the consultant shall endeavour to minimise the use of net fresh intake of water. It shall evaluate options for alternative water sources such as rainwater, recycle / treated water etc.
- The hydraulic analysis through simulation and modelling of the network shall be carried out on the various alternatives in order to enable the selection and the recommendation of the most feasible alternative.
- The costs estimate for Capital and O&M shall be carried out for the various components of the water infrastructure system.

- The application of Supervisory Control and Data Acquisition (SCADA) to reduce the Unaccounted For Water (UFW) in the O & M of water supply system to be made as part of designs.
- Installation of sensor-based valves and smart meters for users.
- DPR for entire water supply system with Tender documents and drawings ready for execution purpose.
- Command and Control Centre for monitoring of O & M of system

### **c. Sewerage system**

The Consultants shall carryout Sewerage system network designs and prepare DPRs, Propose technology, Execution drawings, Structural drawings, bid documents including the following but not limited to :-

- Study the existing sewerage system in project area and the intake points available for municipal connection and its capacity.
- Estimation of sewerage generation, storm water entering in to the sewerage system.
- Assessment for sewerage collection, treatment, recycle and reuse of treated water for various uses etc.
- Identify technologies for abstraction, conveyance, wastewater treatment, sanitation, distribution and collection;
- To suggest Sewerage Zoning for project areas keeping in view the profile and the drainage aspects.
- To design hydraulic sewerage collection system including size and slope of sewers, sewer lines, bedding details, considering soil strata available in project area, type, location and size of manholes, vent shafts etc. The general arrangement of pumps, pumping capacity required for areas for the installation.
- To identify of no. & location of sewerage pumping stations, if required also to prepare hydraulic design, pump house, wet well / dry well details, pumping machinery, suction pipes, rising main, delivery main, manifold no. and pipes of pumps, all civil, hydraulic, electrical, mechanical details, D.G. sets etc.
- Selection of technology for STP if required shall be critically analysed based on the cost and O&M requirements with reference to life cycle cost.
- To prepare detailed hydraulic and structural designs, drawings for system including sewage pump house, rising main, STP / Package Treatment Plant (PTP) including design calculations.
- The collection and disposal of wastewater system shall be carefully analysed. The Consultants will endeavour to reduce pumping and/ or lift stations to minimum.
- To Prepare detailed cost estimates for total sewage master Plan system including collection, transmission and treatment
- Designing of recycling of treated wastewater for watering of green belts, plantation along the roads etc. including pipeline and pumping network
- Design of smart measuring devices to be installed i.e. individual plots to measure the wastewater before discharging the same into the sewer.
- City sanitation plan such as the requirement of PUTS and the plan of implementation and O&M.
- City Command and Control Centre for monitoring of O&M of system

### **d. Storm Water drainage**

The Consultants shall carryout Storm Water drainage system network designs based on existing city drainage system and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to :-

- Study site features, Site and geographical location, Existing and proposed land use, Subsoil water level and its fluctuations, Existing drainage facilities available.
- To study the rainfall pattern for finalizing design parameters like rainfall intensity etc.
- Work out Critical intensity of rain fall to be considered for based on the size of the catchment /watershed using meteorological Data.
- The study of the project area includes the hydrology and storm water drainage scheme will be carried out taking in consideration the hydrological characteristics of the project area,
- The Consultant shall take into consideration various planning principles and approaches such as centralisation / de-centralisation, self-reliant zoning, effectiveness, reliability, cost-effectiveness in operations and maintenance etc. for carrying out optimisation of the network to ensure reliable and quality service delivery.

- The hydraulic analysis through simulation and modelling of the network shall be carried out on the various alternatives in order to enable the selection and the recommendation of the most feasible alternative.
- Study the existing levels and according to storm water drainage system decide the formation levels of the land for the entire project area.
- Design measures for Marine protection methods if required.
- Detailed Design of storm water system including Hydraulic design and structural designs of the network and other flow regulatory systems till the final out flow system
- Prepare Detailed cost estimates, DPR and Tender Documents for execution purpose

#### **e. Power supply:**

The Consultants shall carryout Electrical Power network system, grid designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to : -

- Based on the land use and utility plan forecasting the power demand of the project area. Preparation of master plan, power distribution with all types of feeder lines (HT, MV etc.), sub stations (EHV, MV, LV etc.), Distribution network etc. (underground). Planning / reservation of corridors / plots for feeder lines, distribution lines, all types of S/S etc.
- Finalization of source of supply in consultation with supply authority. Preparation of document consisting of phase wise development, norms adopted, source, considered, plans for distribution for the approval of competent authority.
- Design and planning city illumination (roads, gardens, junctions, bus terminals, shelters, etc.) Power supply network planned shall be with looped system to have reliability.
- Get the entire power supply system approved from the competent authority.
- Identifying non-conventional energy sources suitable for the area and prepare detailed master plan for the same.
- Use of smart technology for operation and maintenance of the system including street lights.
- Prepare detailed cost estimates, DPR and Tender Documents for execution purpose

#### **f. Solid waste management plan**

The Consultants shall carryout Solid Waste management system, grid designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to : -

- The Consultant shall recommend the SWM plan and technology with the objective of maintaining high level of cleanliness, hygiene, scientific and sustainable treatment of waste considering waste as resource thereby maximizing resource recovery, safe disposal of residual waste.
- Study the existing SW practices of the Kolkata Municipal Corporation, the existing facilities available for Solid Waste Management in surrounding and its availability to project area.
- Assessment of the solid waste management techniques, types of solid waste, collection, storage, transportation and treatment
- Based on the SWM assessment and characterization the Consultant shall identify the potential SWM options for storage, collection, transport and disposal for all categories of waste.
- Details of final disposal system (Self Sustaining System) including reuse and disposal of Construction & Demolition waste
- The usage of Information & Communication Technology (ICT) in solid waste systems management to be presented. The provisions for ICT integration shall be provided.
- Suggest operation and maintenance system and outsourcing the same.

#### **g. Smart Integrated Infrastructure Plan:**

The broad scope of the work is to create and establish excellent Information & Communication Technology (ICT) infrastructure for the SMP, Kolkata and integrate the Information and communication technology in design, construction, operation and maintenance of major infrastructure services and facilities. The plan for ICT infrastructure in SMP, Kolkata must cover high-speed optic fibre connections for various kinds of residential and commercial uses and other uses and the network infrastructure required for the same. The smart

Infrastructure would primarily include SCADA system, Surveillance system, Central control and monitoring, Wi-Fi, Fibre optic cables etc. The level of infrastructure, software and hardware shall be decided under stage-II.

Plan for the smart Integrated Infrastructure should include inter alia the following major parts:-

1. Introduction of new initiatives to improve public services delivery,
2. Application of technologies for integrated and efficient management of infrastructure
3. Safety and security system
4. Operation & Management of Public Transportation System and Traffic Management
5. Commercial viability options.

**h. Firefighting services:**

The consultant shall workout the detail firefighting requirement at the project level and prepare design for the following but not limited to

- The firefighting system shall be designed as per the prevailing National Building Code and local municipal Bye-Laws
- The water requirement for Fire fighting
- Fire hydrant system
- Regulations for observance of Firefighting regulations while designing building on parcel of land

Deliverables: Three sets of all the drawings required to explain the design & systems, Construction, Implementation and monitoring and approval. Along with reports, calculations, standards etc.in Hard and soft copy.

**5.3 Component III: Transaction Advisory & Program/Project Management support -**

On the basis of Concept Plan and Detailed Master Plan, consultant shall prepare pricing policy for various land uses. The consultant shall prepare marketing strategy including, publicity, identification of probable investors, Transparent land allotment process etc.

- i. **Overall Program Management:** The Consultant shall support the Client in overall programme management of the Kolkata Port Township project including PPP transaction advisory and designing and assisting in implementing identified Projects under the Detailed Master Plan.
- ii. **Preparation of Feasibility reports/DPR & Tender documents:** In order to implement the various land development or infrastructure projects as will be identified in Detailed Master Plan the followings shall be prepared including:
  - a) Conduct detailed geo-technical investigations if required, if not available with SMP, Kolkata. Necessary Geotechnical survey shall be carried out by the successful consultant at his cost
  - b) Prepare Feasibility reports or Preliminary project reports including preliminary designs and drawings and preliminary cost estimates as per departmental SOR (Schedule of Rates) to be upgraded with prevalent Market Rates
  - c) Prepare standard bid documents for procurement of consultants for Preparation of DPR including detailed designs and drawings (GAD and GFC), cost estimates as per departmental SOR (Schedule of Rates) to be upgraded with prevalent Market Rates
  - d) Assist in technical scrutiny and approval of DPR
  - e) Prepare standard bid documents for procurement of EPC contracts
  - f) All the legal documents shall be vetted/validated by the legal expert at the cost of the Consultant.

Deliverables: Feasibility Report, Detailed Project Report, detailed design calculations, standards and parameters of infrastructure, detailed design cost estimates, bid documents in three sets of hardcopy and soft copy.

**Third Party Validation:**

The DPRs including the detailed designs & calculations, Structural Drawings, Cost estimate, GAD, GFC etc. shall be validated by the Third Party as decided by SMP, Kolkata at the cost of SMP, Kolkata. It will be the responsibility of the Consultant to provide all necessary cooperation to the Third Party in obtaining their approvals.

- iii. **PR & Branding:** Consultant should undertake planning publicity strategies and campaigns, providing information about new promotional opportunities and current PR campaigns progress, analysing media coverage. Emanate the various benefit of employment to stakeholders, interest groups and public at large. Design a research based brand strategy, Conduct field research, Develop and execute marketing campaigns, Measure and report on success of different government campaigns.
- iv. **Marketing Activities:** The Consultant has to carry out the entire Marketing Process for Two years for the project of first phase of Kolkata Port township. This will include identification of potential investors, designing the eligibility terms, conducting investor's meets, advertisement materials, EOIs, RFPs, Marketing booklets, Road shows, Scrutiny of proposals, assistance in selection and assist SMP, Kolkata to complete the formalities of allotment.  
Device all the marketing materials, advertisement campaigns, EOIs, RFPs documents, Letters of Intent (LoI), Letter of Allotment (LoA), Estate monitoring systems etc. SMP, Kolkata will bear the expenditure of events. But the cost of visits to prospective investors if any shall be borne by the Consultant.
- v. **Stakeholder Management:** Conducting Public participation workshops and consultations during the entire project period. PMU shall assist SMPK for dealing with the Arbitration cases, if any, for contracts entered between SMPK and various agencies. PMU will prepare claims/ counter claims, attend hearings and provide all necessary assistance to the Arbitrator till final settlement of disputes which shall be as per PMU's own procedures by following Arbitration & Conciliation Act 1996.
- vi. **Liasoning with other stakeholders:** PMU is responsible for Liasoning and coordinating with various agencies like parastatal organisations, line departments, state government, local government and others for project approvals and smooth project execution. Conduct coordination meetings with all agencies for timely completion. Provide effective coordination between various agencies working at the project to ensure timely availability of the inputs required for uninterrupted activities.
- vii. **Periodic Supervision during Implementation:** A total of 24 visits to see that the work is carried out as per the approved drawings and designs are envisaged during the Project Implementation period. In case the SMP, Kolkata desires to have more than 24 visits the consultant will be paid as per actual bills for lodging, boarding and local travel upto a ceiling of Rs. 10,000/- per diem per person and the economy class Air Travel of the person visiting will be reimbursed. These visits shall be in addition to the visits required for completion of planning and design stage.
  - i. Consultant has to provide any additional design, drawing, inputs, material specifications, approval of shop drawings, and any clarification to the contractors, PMC, rectification/modification of drawings required due to any reason etc. other than what was provided in earlier stages required for timely and successful implementation of the project. Approval of drawings, material samples, structural drawings etc.
  - ii. To see that the work is carried out as per the approved drawings and designs.
  - iii. Any other related matter as deemed fit by SMP, Kolkata.
  - iv. Additional copies of Deliverables: On request from the SMP, Kolkata, the consultants shall provide any number of copies of deliverables on the basis of mutually agreed cost
- viii. **Closure of project:** Settlement of all accounts of the firms including reconciliation of materials supplied to the firms if any. Provide project completion report inclusive of all technical, functional and financial information of the project. PMU shall handover the completed projects in all respect, free from all encumbrances including the vacation of office space & site etc., if any to the SMPK.

### **5.3.1 Progress Report**

The Consultant shall submit monthly & quarterly status & progress reports throughout the duration of the Contract in the format acceptable to the Client mentioning status/ progress of work, activities performed, and issues resolved/to be resolved related to assignments during the month.

### **5.4 Responsibility of SMP, Kolkata:**

SMP, Kolkata shall provide the following information and conduct the following surveys to ensure that the project can proceed on the fast-paced schedule indicated:

- (a) CAD Drawings of the existing area along with the Land Ownership details of the 2043 acre of land
- (b) GIS based module developed for the purpose of the Estate land Management
- (c) The Drone Survey of the entire area is expected to be undertaken by SMP, Kolkata shortly. The same will be made available to the Consultant.
- (d) Available information about the existing Infrastructure. The Consultant will have to collect any missing information about the Infrastructure in the Project area from
- (e) Development Plan of KMDA- sanctioned & revised.
- (f) Port Master Plan of KDS & HDC
- (g) Estate data including ownership, status of land holding, etc
- (h) Available Geo-Technical Investigations in SMP, Kolkata areas
- (i) Reports received from various committees who have worked towards developing a master plan.
- (j) Indicative bathymetric chart for entire harbour
- (k) Available cadastral data as available shall be provided by SMP, Kolkata.

### **5.5 Approvals and Statutory requirements**

- a) The consultant shall provide all the necessary help, drawings, and report for obtaining approval from the planning authority and other allied departments.
- b) The SMP, Kolkata shall issue supporting letters to the consultant to liaise with authorities and consultant shall arrange presentations with authorities for the sanctioning and notification of the Concept plan. The consultant shall also present the technical documents and provide necessary support for the process.
- c) The Consultant shall prepare the necessary supporting documents, plans, report etc. for the submission of the plans to the authorities for the notification of the Detailed Master plan
- d) All statutory fees/expenditure to be borne by the Client but the consultant have to prepare all reports, documents, maps etc required for approval, make presentation in front of the requisite agency, assist/ liaison for obtaining the approvals/sanctions/NOC.
- e) Consultant has to obtain required EIA and Environmental clearance under the project.

## **6. Payment Schedule:**

The total Consultancy fee shall be as mentioned in Form 14A, 14B and 14C. This shall be inclusive of all out of pocket expenses to be incurred by the Consultant towards rendering of all the services mentioned the Terms of Reference and GCC including site visit, Travel, Documentation, communication, Surveys mentioned in TOR, all taxes, royalties, fee, payment to the personnel and charges, excluding the GST which will be reimbursed separately.

### **6.1 Time & Stage Payment Schedule:**

The project has broadly two phases, viz, Stage I: Design phase & Stage II: Program Management Support phase. The payment for Stage I: Design phase (including Concept & Strategic Plan for 4122 acres and Detailed Master Planning for 429 acres ( $\pm 20\%$ ) of Township Redevelopment area) to be quoted as lumpsum value and for Stage II: Program Support phase (Transaction Advisory & Program management support unit) is based on time and material contract.

#### **STAGE I: Design phase**

SL NO	DELIVERABLES	DURATION	% OF PAYMENT
Kick Off		T + 0 Months	
<b>Part-I Concept &amp; Strategic Plan for 4122 acres (±20%)</b>			
1	Preparation of Inception report	T + 0.5 months	4%
2	Interim Report-Study of existing situation	T + 2 months	8%
3	Draft Concept & Strategic plan including economic planning and land value maximization strategy	T + 3 months	10%
4	Preparation of Final Vision & Strategic Concept Plan incorporating inputs from various level of stakeholder participation	T + 4 months	10%
5	Draft Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 8 months	8%
6	Final Preparation of Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation roadmap	T + 12 months	10%
<b>Part- II Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area</b>			
7	Preliminary Design report based on existing situational analysis	T + 6 months	5%
8	Draft Detailed Master plan of Kolkata Port Township Complex-I	T + 8 months	15%
9	Submission of Report on Stakeholder & Public consultation on Draft Detailed Master plan of Kolkata Port Township Complex-I	T + 9 months	5%
10	Finalization of the Detailed Master plan of Kolkata Port Township Complex-I after incorporating inputs from stakeholder participation	T + 10 months	10%
11	Submission of Detailed Infrastructure design of Kolkata Port Township Complex-I from Competent authority	T + 12 months	10%
12	Approval of Detailed Master Plan of Kolkata Port Township Complex-I from Competent Authority (BoT, State & MoS)	T + 16 months	5%

## STAGE II: Transaction Advisory and Program Management Support Phase

This phase will start from T+12 months and continue till T+24 months and the payment for the PMU will be disbursed monthly based on actual deployment of manpower upon submission of monthly status & progress reports by the Bidder and review of the same by SMPK. Detail activity wise man month for each manpower resource to be submitted to SMPK monthly as per Table below:

Sl No	Position	Name	Location	Time Input in Man-Months (A)	Rate per Man Month (in INR) (B)	Total Remuneration (INR) C= (A+B)
<b>Program Expert team</b>						
1	Project Manager cum Team Leader		PO	12		



land under Kolkata Dock system or SHIP						
2	Transaction cum PPP Expert		PO	12		
3	Real Estate Expert		PO	12		
4	Architect cum Urban Planner		PO	12		
5	Civil engineering Expert		PO	12		
6	PR cum Branding cum Creative Expert		PO	12		
Program Support team						
1	Site engineers		PO			
			HO			
2	Site supervisor		PO			
			HO			
3	Draughtsman		PO			
			HO			
4	.....		PO			
			HO			
5	.....		PO			
			HO			
TOTAL						

In addition to this, the Bidder/Consortium will be eligible for payment against every successful land transaction of value upto Rs 50 crore, success fee of 1% of the revenue earned by SMPK, for every successful land transaction of value above Rs 50 crore success fee will be 0.5% of the revenue earned by SMPK with maximum ceiling of Rs 2.5 crore. Payment to bidder shall be made only after receiving revenue by SMPK against transaction.

Note:

- (i) The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.
- (ii) The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 60% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs.
- (iii) The areas mentioned under Port & Port allied use or Township or Kolkata Port Township Complex-I may change subject to ground situation and study output of the Consultant during Concept Master Plan preparation. The modified land area under each category to be finalized by Consultants only after obtaining approval from Competent Authority of SMPK. Any change in area over and above  $\pm 20\%$  from as mentioned in RFP shall be eligible for additional payment on pro-rata basis.
- (iv) Unless the submission of the earlier stage of work is done, there will be no submission for next stage.

- (v) If however the Transaction Advisory & Program Support and Management continue beyond 24th month then renewal of agreement will be done upon mutually agreement (including mutually acceptable escalation).

## **7. Facilities to be provided by the consultant & the Employer**

### **7.1 Facilities to be provided by the consultant**

The Consultants shall make their own arrangements for transport (vehicle) at the project site. The Consultants shall also provide at their own cost all facilities, equipment (engineering and office), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail /Internet) and support staff which they consider to carry out the Services. After completion of the Service, all such articles deployed by the Consultant shall remain as their property.

5.2 While the presentation of the proposal at various stages all the key persons shall remain present. In case of unavoidable circumstances, the key person needs to depute his substitute who is fully conversant with the project.

### **7.2 Facilities to be provided by the Employer**

The Employer shall make available to the consultants furnished office accommodation anywhere in the Employer's estate free of cost with free water supply and electrical connection. On completion of the contract the consultant shall hand over the office in as is where condition to the Employer is.

## **8. Manpower to be deployed at SMP, Kolkata site**

The Person deployed at site shall be authorised to take decisions. Also expertise of any additional Key manpower as may be felt required during execution & implementation of the project till its completion should be provided by the Consultant maintaining the overall project value.

## **APPENDIX – II**

### **Consultant's Key Personnels'**

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

SI N	Key personnel	Responsibilities	Qualification Criterion
<b>I. Expert Personnel required for Part-I Concept &amp; Strategic Plan for 4122 acres (±20%) (T+8 months)</b>			
1	Program cum Strategic Management Expert (Team Leader)	Expert shall be responsible to lead, coordinate and supervise the consultancy team for delivering the assignment in a timely manner as envisaged in this RFP. The expert shall be involved in framing the Strategic Plan for development of SMP, Kolkata involving all stakeholders and ensuring development of a Vision for upcoming 30 years for the port of Kolkata in terms of sustaining Port operation, Business and Township development. He/She shall not delegate his responsibilities except with the prior written approval of SMP, Kolkata. He/She shall supervise and monitor all approval processes required for the project by liasoning with different agencies and authorities.	MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred
2	Urban & Regional Planner (Deputy Team Leader)	Expert shall be responsible to develop the vision and concept development plan of entire land under Kolkata port excluding Custom bonded area and Detailed master planning with Infrastructure design and DPR of the Township redevelopment area.  The expert shall lead, manage the technical team and ensure timely deliverable of concept master plan, detailed master plan with Infrastructure design & DPR of the township redevelopment area. He/She shall be responsible for obtaining all approvals required for the project by liasoning with different agencies and authorities.	Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each
3	Urban Designer (International)	He/She shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands by introducing Form Based Codes, TDR, TOD and other Land development tools & techniques.	Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years' in urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.

Sl N	Key personnel	Responsibilities	Qualification Criterion
4	Port sector Expert	He/She shall be responsible for developing the vision for Port development and formulate strategies for development of Port and Port Allied areas. Identification of land required for Port & Port allied areas to sustain the growth of future Port activities	MBA or ME/MTECH with minimum 10 years' experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.
5	Infrastructure Expert	He/She shall be responsible for preparation of strategies for Water supply, Sewerage, Storm water drainage and Solid waste management in the planning area based on designed population and recommendations for in-situ, centralized/decentralized treatment facilities and integration with existing city level system.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.
6	Financial cum Economic Expert	<p>To access and forecast potential standalone and co-beneficial impact of the intervention in terms of;</p> <ul style="list-style-type: none"> <li>• Calculation of Investment inflow and outflow, IRR etc.</li> <li>• City's economic growth</li> <li>• State's economic growth and contribution to state GDP</li> <li>• Carbon Credit</li> <li>• Employment generation</li> <li>• Poverty reduction</li> <li>• Circular economy</li> <li>• Green economy</li> <li>• Impact on city tourism</li> </ul> <p>Also, the expert would suggest convergence opportunities with the existing state/central government projects/schemes.</p>	<p>MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage.</p> <p>He/She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments.</p> <p>Experience of working under the Eligible Assignments under Categories A, B &amp; C will be evaluated.</p>
7	Transaction cum PPP Expert	He/She shall be responsible for identification, formulation and implementation of PPP projects	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed atleast two projects of Rs 500 cr (Rs 5000 million) for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad as defined in category C of eligible assignments
8	Real Estate Expert	He/She shall be responsible for preparing Marketing strategy, Business Plan, Marketing Policy, advertisement campaign and all the related documents.	MBA or CA or any Post Graduate with 10 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).

Sl N	Key personnel	Responsibilities	Qualification Criterion
9	Urban Mobility Expert	To plan for Transit-oriented development in the project site having multiple interfaces with road, rail and river transport. To plan for promotion of NMT and pedestrianization. To plan for river-based transport options.	Masters in Transportation Planning/ Engineering with minimum of 10 years' experience of intermodal public transport planning, NMT, smart mobility etc. of a minimum area of 1000 acres. Relevant international experience in Transportation planning will be preferred.
<b>II. Expert Personnel required for Part- II Detailed Master Planning for 429 acres (<math>\pm 20\%</math>) of Township Redevelopment area (T5 to T+12 months)</b>			
<b>A. Key Expert Personnel</b>			
1	Urban & Regional Planner (Associate Team Leader)	Expert shall be responsible to develop the vision and concept development plan of entire land under Kolkata port excluding Custom bonded area and Detailed master planning with Infrastructure design and DPR of the Township redevelopment area.  The expert shall lead, manage the technical team and ensure timely deliverable of concept master plan, detailed master plan with Infrastructure design & DPR of the township redevelopment area. He/She shall be responsible for obtaining all approvals required for the project by liaising with different agencies and authorities.	Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years' experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each.
2	Urban Designer (International)	He/She shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands by introducing Form Based Codes, TDR, TOD and other Land development tools & techniques.	Bachelor Degree in Architecture with Post graduation in Urban Design with international experience of minimum 10 years' in architecture and urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.
3	Infrastructure Expert	He/She shall be responsible for preparation of strategies for Water supply, Sewerage, Storm water drainage and Solid waste management in the planning area based on designed population and recommendations for in-situ, centralized/decentralized treatment facilities and integration with existing city level system.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.
4	Financial cum Economic Expert	To access and forecast potential standalone and co-beneficial impact of the intervention in terms of;	MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/

Sl N	Key personnel	Responsibilities	Qualification Criterion
		<ul style="list-style-type: none"> <li>Calculation of Investment inflow and outflow, IRR etc.</li> <li>City's economic growth</li> <li>State's economic growth and contribution to state GDP</li> <li>Carbon Credit</li> <li>Employment generation</li> <li>Poverty reduction</li> <li>Circular economy</li> <li>Green economy</li> <li>Impact on city tourism</li> </ul> <p>Also, the expert would suggest convergence opportunities with the existing state/central government projects/schemes.</p>	<p>financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage.</p> <p>He/She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments.</p> <p>Experience of working under the Eligible Assignments under Categories A, B &amp; C will be evaluated.</p>
5	Urban Mobility Expert	To plan for Transit-oriented development in the project site having multiple interfaces with road, rail and river transport. To plan for promotion of NMT and pedestrianization. To plan for river-based transport options.	<p>Masters in Transportation Planning/ Engineering with minimum of 10 years' experience of intermodal public transport planning, NMT, smart mobility etc. of a minimum area of 1000 acres.</p> <p>Relevant international experience in Transportation planning will be preferred.</p>
<b>B. Other Non Key Personnel Pool (Pen profile should be shared but no evaluation will be done)</b>			
1	Urban Designer	He/She shall be responsible for urban design of the overall townships, public spaces, streetscapes, and other aspects of the project	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 7 years' experience with experience of designing an area of minimum 500 acres.
2	Landscape Architect	Shall be responsible for detail urban landscape planning and design of the overall green and blue planning for the townships, eco parks, urban forestry, social forestry, bio-diversity park, riverfront beautification, nature interpretation centres, mainstreaming nature based solutions for Carbon sinks and Sequestration.	Post-Graduation in Landscape architecture with minimum experience of 7 years with experience of landscape designing an area of minimum 50 acres.
3	Environmental Expert	He/She shall be responsible for ensuring the compliance of all necessary environmental sensitivities, regulations, acts and procedures related to master plan.	Masters in Environment/ Environmental Engineering or related Environmental sciences disciplines with 7 years experience of working on similar projects of minimum area of 500 acres. The expert should also be NABET accredited.
4	Social & R&R	He/She shall be responsible to analyse the	Masters in Social Sciences or MSW with minimum experience of 10 years in

Sl N	Key personnel	Responsibilities	Qualification Criterion
	Expert	social impacts of the proposed planning interventions and prepare detailed strategy for Relocation and Resettlement of project impacted subjects.	Social Impact Assessment studies of Urban development projects.
5	GIS Expert	He/She shall be responsible for preparation of Base map, Landuse Plan and different thematic maps for conducting different analysis towards land development.	Master's in Remote sensing/Geo Informatics and 05years experience of working on Urban planning/ tourism planning/ city planning/ environmental projects.

#### C. RESOURCE POOL

Sewerage cum Drainage Expert, SLWM Expert, Climate Change & DRR Expert, Ecological Expert, Renewable Energy Expert, Technology Expert, Water Resource expert, Tourism and Hospitality Expert, Legal & Regulatory Expert etc

CVs shall not be provided along with the Proposal but will be approved by the Client along with man months and financial implications before deployment for any specific scope of work/services.

#### D. SUPPORT STAFF

In addition to above, the consultant shall deploy at Detailed Master Planning stage as per project need for completion of the tasks as per the scope of work all the necessary support staff such as:

- Site Supervisors (Urban Planner/Architects/Engineers)
- Technical assistants (AutoCAD/GIS draughtsmen)
- Data processing and Data Entry personnel
- Field Surveyors
- Cost & Estimation Engineer
- Revenue data Expert

Bidders may make suggestions in the list of additional manpower requirement and mention man month involvement in proposed Approach & Methodology for preparation of the detailing Master Plan based on their understanding.

**III. Expert Personnel required for Part- III Transaction Advisory & Program Support and Management for implementation of 429 acres (±20%) of Kolkata Port Township Complex-I (T+12 to T+24 months):** Full time PMU experts at client location during the Program management and periodic supervision stage. An office space will be provided to the Consultants by SMP, Kolkata. Computer and other hardware along with software and consumables shall be provided by the consultant at his cost. The team may be supported with all the logistic support by consultant. Curriculum Vitae of the proposed PMU experts shall be submitted as part of the technical proposal but appointment of PMU manpower will be done only after acceptance of manpower resource by SMPK.

#### A. Program Expert Team

1	Project Manager cum Team Leader	Expert shall be responsible to lead, coordinate and supervise the PMU for delivering the assignment in a timely manner as envisaged in this RFP and overall management of the project including stakeholder management. He/She shall be responsible for all approval	MBA or equivalent with minimum of 10 years of experience of experience of projects related to program/project management assignment for a Government client in India or abroad, involving activities such as review/ preparation of feasibility reports,
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Sl N	Key personnel	Responsibilities	Qualification Criterion
		processes required for the project by liasoning with different agencies and authorities.	overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years.
2	Transaction cum PPP Expert	He/She shall be responsible for formulation and implementation of PPP projects through promoting Investment	MBA (finance)/ any equivalent Post Graduation with minimum 7 years' experience in advisory services for large scale infrastructure projects with project cost of atleast Rs 500 Crore for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad in transaction advisory involving project marketing, preparation of project revenue models, preparation of project monetization models in infrastructure sector on PPP or other forms of private sector participation in last 10 years.
3	Real Estate Expert	He/She shall be responsible for planning and commissioning marketing activities, identification of target stakeholders, advertisement campaign and preparation of all the related documents for marketing the projects at national & international level.	MBA or CA or any Post Graduate with 7 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).
4	Architect cum Urban Planner	He/She shall be responsible for coordination with various govt. departments to seek the requisite inputs for the detailed planning. Review, study and analyse the preliminary & detailed designs submitted by the different consultants before recommending them for approval to Client.	Bachelors in Architecture and Post Graduate in Urban Planning/City Planning with Minimum 5 years of experience in planning and designing of large scale land development projects. The expert should have experience of preparation of master planning project/Development Plan/Local area Plan/Smart city plan.
5	Civil engineering Expert	He/She shall be responsible for getting the project work executed as per drawings, specification and quality. Liasoning and coordinating with various agencies for smooth project execution. Conduct site meetings & coordination meetings with all agencies for timely completion.	Masters in civil/environmental/PHE engineering with minimum experience of 7 years in planning, designing, implementation of large scale infrastructure projects. Experience in the area of public procurement, construction contract procurement/management in large infrastructure projects of Government bodies is desirable. Knowledge of state purchase Manual is desirable.



Sl N	Key personnel	Responsibilities	Qualification Criterion
6	PR cum Branding cum Creative Expert	Shall be responsible for planning publicity strategies and campaigns, providing information about new promotional opportunities and current PR campaigns progress, analysing media coverage.  Design a research based brand strategy, Conduct field research, Develop and execute marketing campaigns, Measure and report on success of different government campaigns.	Bachelor degree in Business Administration/ Journalism/ Mass communication with minimum 5 years of experience in planning publicity strategies and campaigns and experience of Branding, Brand Communication Strategy &/or Creative, works for Cities/SEZs/ Industrial Cities /Logistic Parks/Integrated city development/ Township project of at least 100 acres
<b>B. Program Support Team:</b> support staff having adequate knowledge of AutoCAD, GIS, data processing and data entry to be proposed by Bidders for the PMU			
<b>C. Resource Pool :</b> Additional Resources who may be engaged by the Consultant to provide the Services (i.e., in addition to the Expert Pool and the Programme Support Team) CVs shall not be provided along with the Proposal but will be approved by the Client along with man months and financial implications before deployment for any specific scope of work/services.			

**Note:**

- I. Over and above the given list of experts, the Bidder should commit to deploy relevant and adequate experts, including PMU experts to ensure quality and timely delivery of the assignment as per the scope of work envisaged in the TOR.
- II. The consultant shall ensure that the appropriate pool of technical expert is deployed to deliver the identified and agreed programme interventions in co-ordination with SMP, Kolkata. The pool of experts has been identified for carrying out specific task at different stages of the project.
- III. The team leader proposed must be either a permanent full-time employee or have a dedicated full time contract for undertaking the project with the Bidder or any member of Consortium in case of the consortium/JV. It is desirable that atleast 50% of the other key staff be permanent full-time employees of the consortium/JV.
- IV. The entire team of expert (as per relevance of assignment) has to be present at SMP, Kolkata office for Project review meeting on the 3<sup>rd</sup> Monday of every month. Time of the meeting shall be fixed later upon discussion with the consultant.
- V. The Team Leaders during Plan preparation shall be available for the entire duration of the assignment and shall be deployed onsite at client location for minimum 10 working days in a month for important meetings and presentations and for overall co-ordination required for the assignment.
- VI. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFP.
- VII. In case an Applicant is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.
- VIII. Substitution of Key Personnel: The Client will not normally consider substitutions except in cases of unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization.

(a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert.

(b) During the 2nd year of the Contract, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.

(c) From the 3rd year of the Contract and for the rest of the term of the Contract, the Consultant may change, with prior consent of the Client in accordance with the Contract, maximum of 50% of the Key Experts forming part of the Expert Pool as on the date of commencement of the 3rd year of the term of the Contract and in such case, a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert.

However, after award of contract, the Client expects all of the proposed key personnel to be available during implementation of the contract.

### **APPENDIX III**

#### **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

KNOW ALL BY THESE PRESENT that (The name of Bank) \_\_\_\_\_ a banking corporation carrying on banking business including Guarantees at Kolkata and other places and having its office at \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns);

WHEREAS Board of Trustees of Syama Prasad Mookerjee Port constituted under the Major Port Trusts Act, 1963 (hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for **NIT No. SMP/ KDS/ LND/32-2022 RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use & infrastructure under Kolkata Dock System of SMP, Kolkata"** (hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Proposal Document'.

AND WHEREAS (Name of Consultant \_\_\_\_\_ (hereinafter called the 'Consultant') has offered to carry out the assignment as specified in Terms of Reference and Conditions included in the 'Proposal Document'.

AND WHEREAS the Board has accepted the Proposal of M/s. \_\_\_\_\_ (Name of Consultant) (vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_ 20. AND

WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. \_\_\_\_\_ should inter alia furnish a guarantee of a Nationalised Bank/Schedule Bank having its branch in Kolkata for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 3% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS, the M/s. \_\_\_\_\_ (Name of Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) \_\_\_\_\_ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) as may become payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. \_\_\_\_\_ (Name of Consultant) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. \_\_\_\_\_ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s. \_\_\_\_\_ (Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. \_\_\_\_\_ (Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to

postpone for any time or from time to time any of the powers exercisable by the Board against M/s. \_\_\_\_\_ (Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. \_\_\_\_\_ (Name of Consultant) or for any in forbearance indulgence by the Board to the M/s. \_\_\_\_\_ (Name of Consultant) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the \_\_\_\_\_ day of \_\_\_\_\_, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said \_\_\_\_\_ do not obtain and furnish renewals of \_\_\_\_\_ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals thereof as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

This bank guarantee shall be valid up to \_\_\_\_\_ and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before \_\_\_\_\_.

SIGNED SEALED AND DELIVERED:

by the with named \_\_\_\_\_

\_\_\_\_\_ through its

duly constituted Attorney/s

\_\_\_\_\_ in the presence of.

#### **APPENDIX-IV**

### **FORM OF AGREEMENT**

#### **DRAFT OF CONTRACT AGREEMENT**

This Agreement made at Kolkata the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between THE BOARD OF TRUSTEES OF THE SMP, KOLKATA incorporated by Major Port Trust Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "the Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of SMP, Kolkata its successors and assigns) of the ONE PART and \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ (mention city where located) carrying on business in partnership in the firm name and style of \_\_\_\_\_ having registered with the Income Tax Department of Government of India No. \_\_\_\_\_/\_\_\_\_\_ No. \_\_\_\_\_ having their/ his office at \_\_\_\_\_

\_\_\_\_\_ the company being registered under the Indian Companies Act, 1956 / \_\_\_\_\_ and having its registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Consultant/s" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the person named, his or her survivor or survivors of them, the heirs executors, legal representatives and administrators of such last survivor and their/ his or her permitted assigns/ the company named its successors and permitted assigns) of the OTHER PART.

WHEREAS the Board invited offers for \_\_\_\_\_

\_\_\_\_\_ AND WHEREAS the Consultant/s submitted his/their/its offer dated \_\_\_\_\_ which was subject to the terms and conditions as contained in his/ their/ its letters referred to in the Schedule 'A' hereto respectively and which bid/tender is subject to the said terms and conditions was accepted by the Board by the letter of \_\_\_\_\_ (Designation of HOD) bearing No. \_\_\_\_\_ dated \_\_\_\_\_

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

- a. The Bid Document including Technical and Financial proposal.
- b. Clarification issued to the queries of the bidders
- c. The Consultants' and the \_\_\_\_\_ 's (Mention the designation of the HOD) letters referred in the Schedule 'A' hereto, and
- d. The acceptance of the Bid by the said letter dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ from the \_\_\_\_\_ (mention the designation of the HOD) of the Board to the Consultant/s.

3. In consideration of the payments to be made by the Board to the Consultant/s as hereinafter mentioned, the Consultants DO and each of them DOTH severally and jointly HEREBY CONVENANT with the Board to carry out and complete within the stipulated period (time being the essence of this contract) the work of \_\_\_\_\_

\_\_\_\_\_ and all other ancillary work as described in the bid documents, in accordance with the \_\_\_\_\_

Terms of References and in conformity in all respects with the provisions of the Contract (hereinafter collectively called "the Contract work").

4. The BOARD DOTH HEREBY CONVENANT to pay to the Consultant/s, in consideration of the Consultant/s carrying out and completing within the stipulated period (time being the essence of this contract) the contract work to the entire satisfaction of the \_\_\_\_\_ of the Board in all respects, the contract price (mention the designation of the HOD)

OR

quoted by the Consultant/s \* (after taking into account the rebates offered by the Consultant/s) at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Consultant/s has/ have hereunto subscribed and set his/ their respective hand/s and \_\_\_\_\_ seal/s

\_\_\_\_\_ or the duly Constituted Attorney of and for and on behalf of the Consultant/s has/ have hereunto subscribed and set his/ their hand and seal/s the Common Seal of the Consultants hath been hereunto affixed and the \_\_\_\_\_ of the Board of Trustees of SMP, Kolkata for and on behalf of the

(Designation of HOD)

Board has set his hand and seal and the Common Seal of the Board hath been hereunto affixed the day and year first above written.

\* strike out if there is no rebate.

THE SCHEDULE 'A' ABOVE REFERRED TO  
(The Schedule of letters)  
(Here please mention Consultant/s' and SMP's letters)

SIGNED, SEALED AND DELIVERED

by the above named \_\_\_\_\_ Constituted Attorney

\_\_\_\_\_ in the presence of \_\_\_\_\_

OR

SIGNED, SEALED AND DELIVERED

by the above named \_\_\_\_\_ Signature of Consultant/s

\_\_\_\_\_ on behalf of themselves and for and on behalf of \_\_\_\_\_

\_\_\_\_\_ in the presence of \_\_\_\_\_

OR

The Common Seal of \_\_\_\_\_ Director

\_\_\_\_\_ affixed pursuant to a resolution of the Board of Directors dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_ in the presence of \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_ two of the Directors of the said Company. Director

SIGNED, SEALED AND DELIVERED by

\_\_\_\_\_  
(Name & Designation of HOD)  
for and on behalf of the Board of Trustees of  
SMP, Kolkata in the presence of \_\_\_\_\_ (Designation of HOD  
\_\_\_\_\_ concerned)

The Common Seal of the Board of Trustees  
of SMP, Kolkata was affixed in the  
presence of \_\_\_\_\_  
Secretary, Syama Prasad Mookerjee Port.

Secretary  
Syama Prasad Mookerjee Port

## APPENDIX - V

### FORMAT IN CASE OF JOINT VENTURE AGREEMENT

#### (MEMORUNDUM OF UNDERSTANDING)

Know all men by these presents that we, ----- and -----  
----- (persons and companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of Bid.

Whereas the board of Trustees of SMP, Kolkata (hereinafter referred to as "the Syama Prasad Mookerjee Port, Kolkata") has invited Bids from the interested parties for ----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of -----  
----- in accordance with the terms and conditions of the Bid.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are ----  
----- (role and responsibilities of each firm for administrative arrangement for management and execution of contract are given in the format below) and ----- (name of the person) of (name of the firm) and ----- (name of the person) and ----- (name of the firm) are the authorized representative of respective firms

**The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".**

NOW IT IS HEREBY AGREED as follows:

1) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.

2) Role of and Responsibility of each member of JV/Consortium :

Particulars	Lead Member	Member 1	Member 2
Name of Firm			
Role and Responsibilities			
% share of work			



3) As whereas it is necessary under the tender Bid conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid bid.

4) We hereby nominate and authorize ----- as our Lead Member/constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of the Bid No: \_ \_ \_\_\_\_\_ and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

5) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

6) The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

7) Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.

8) Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

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

#### Miscellaneous

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

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

In witness hereof we have signed this deed on this the ----- day of -----

#### 1. For lead Member

SIGNED SEALED & DELEVERED

By the with named-----  
-----through its  
duly constituted attorneys  
----- in the presence of

**2. For consortium member**

SIGNEDSEALED& DELEVERED  
By the with named-----  
----- through its  
duly constituted attorneys  
----- in the presence of

**3. For consortium member**

SIGNEDSEALED& DELEVERED  
By the with named-----  
----- through its  
duly constituted attorneys  
----- in the presence of

In the witness of

1. Name and address

Signature

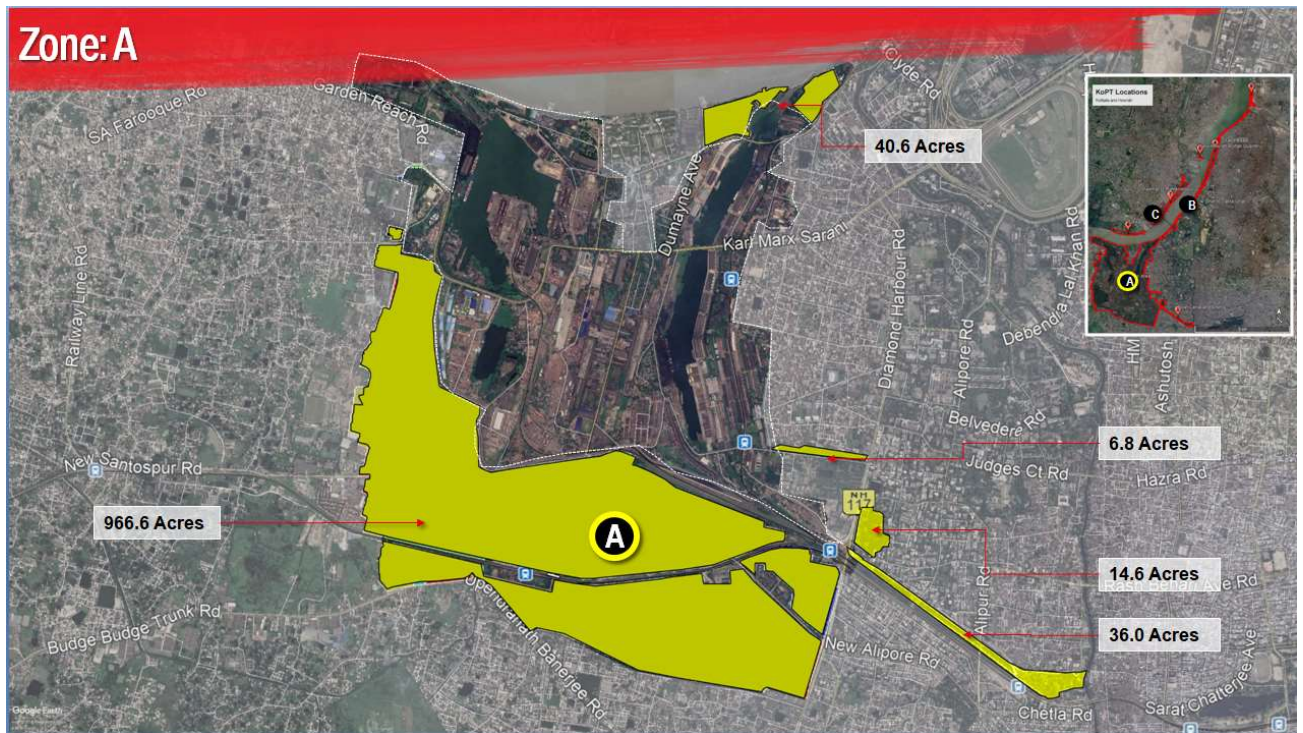
2. Name and address

Signature

APPENDIX – VI

Location Plan







## Section 6

### **FORMS FOR TECHNICAL AND FINANCIAL PROPOSALS**

Sr. No.	Description
<b>To be submitted in Technical Proposal</b>	
Form-1	Checklist of Documents submitted
Form -2	Form for Application
Form- 3	Bidder's Profile
Form- 4	Major works during last Ten years which best illustrates Qualifications for the Assignment under Offer.
Form- 5	Details of Key Personnel
Form- 6	CVs of the Key Personnel
Form- 7	Details of the Proposed Manning Schedule
Form - 8	Form for average Turn Over
Form - 9	Undertaking for Not Barred or Blacklisted
Form - 10	Undertaking for obtaining Permission to work in India
Form - 11	Affidavit of Correct Information
Form -12	Details of sub consultants
Form -13	Power of attorney
<b>To be submitted in Financial Proposal</b>	
Form-14A	Letter for Financial Proposal
Form – 14B	Format for Financial Proposal
Form-15	Proposal for monthly Remuneration for Personnel.

**Form – 1**

**Checklist of Submission**

Sr.No.	Particulars	Yes/no	Page
1	Status of the Bidder Individual/JV/Firm		
2	Turnover eligibility CAs certificates		
3	Technical eligibility		
4	Clients Certificates for project experience		
5	Duly filled Forms for Technical proposals excluding Approach Methodology and Concept design		
6	All submitted in separate folders are signed by respective key person		
7	All the documents are Numbered and signed by the authorised Signatory		
8	Tender fee is paid		
9	All the documents are properly kept in separate folders.		
10	Additional One copies of technical proposal submitted in separate folder.		

Seal and Signature, name and designation of the authorised signatory)  
For and on behalf of .....

**FORM -2**  
**FORM FOR APPLICATION**  
**(On the Letter head of the Bidder)**

Date :

To,  
The Estate Manager (R&D)  
Syama Prasad Mookerjee Port  
15, Strand Rd,  
Fairley Place, B.B.D. Bagh,  
Kolkata - 700001

**Sub.: RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of landuse & infrastructure under Kolkata Dock System of SMP, Kolkata"**

Ref: NIT No. SMP/ KDS/ LND/32-2022 published / downloaded on \_\_\_\_\_

Sir,

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above. We confirm the validity of the proposal for 120 days from the date of opening of Technical Proposal.

We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the SMP or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

I/we have submitted our Bid with Bid security separately lodged alongwith the technical Proposal.

In case we are shortlisted we commit to submit the Approach Methodology Concept design and Financial Proposal.

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

We are enclosing our Proposal including Technical Proposal as per the clause no 2.21 in one original plus two copy of the Technical Proposal, with the details as per the requirements of the Proposal Documents, for your evaluation.

Seal and Signature, name and designation of the authorised signatory)

For and on behalf of .....

**FORM-3**

**Bidder's Profile**

(Page1-3)

I. Particulars of the Bidder : (Individual Firm/ Consortium/JV.).....

II. Title of Consultancy: .....

III. State whether applying as Sole Firm or Lead Member of a consortium:

Sole Firm: .....

Or

Lead Member of a consortium : .....

IV. State the following:

Name of Company or Firm: .....

Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):

Country of incorporation: .....

Registered address: .....

.....

.....

.....

Year of Incorporation: .....

Year of commencement of business: .....

Principal place of business: .....

V. Brief description of the Company including details of its main lines of Business

.....

.....

.....

.....

.....

.....

.....

.....

.....



VI. Name, designation, address and phone numbers of authorised signatory of the Bidder:

Name: .....  
Designation: .....  
Company: .....  
Address: .....  
Phone No.: .....  
E-mail address: .....

VII. If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms:

- (i) Name of Firm:
- (ii) Legal Status and country of incorporation

VIII. Registered address and principal place of business.

For the Bidder, (in case of a consortium, for each Member), state the following information:

(i) In case of non Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address(es), year of establishment in India.

(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

(iii) Has the Bidder/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?

Yes/No

(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

(v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.

IX. Does the Bidder's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?

Yes/No

X. If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to the SMP, Kolkata and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

XI. Does the Bidder intend to borrow or hire temporarily, personnel for performance of the Consulting Services?

Yes/No

XII. If yes, does the Bidder agree that it will only be acceptable as Consultant, if those personnel disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?

Yes/No

XIII. Has the bidder or lead member (as nominated by the Consortium Members) have the one of the principal business in either Urban Planning & Architecture, Engineering or Program/Project management consultancy with Regulatory/PPP expertise/ port-based land commercialization.

Yes/No

XIV. Has the bidder prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/Industrial led development/Port-led development/ city development of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered. And the information given in the prescribed format of experience and reference/ completion certificate is given

Yes/No

XV. Have the bidder Establishment in India for at least 3 years i.e prior to proposal due date. Yes/no

XVI. The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2017-18, FY 2018-19 and FY 2019-20.

In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of minimum Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.

Yes/No

XVII. Has the bidder or the consortium planned a waterfront development with mixed land use on an area of 100 ha. with a minimum waterfront of 1 Km during last 10 years till Proposal Due Date. And the information given in the prescribed format of experience and reference/ completion certificate is given.

Yes/No

XVIII. The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.

Yes/No

XIX. The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad. Transaction advisory project involving project marketing, review or preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, integrated urban transport, tourism related infrastructure projects, port led land development) in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.

Yes/No

XX. The bidder should have experience of projects related to program/project management assignment for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) client in India or abroad, involving activities such as review or preparation of Detailed Project Reports(majorly involving technical design, cost estimation) / Feasibility Studies(majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation/ contract management, overall implementation handholding, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.

Yes/No

(Seal and Signature, name and designation of the authorised signatory)

For and on behalf of .....

**FORM - 4**  
**(Page 1 of 2)**

(To be provided separately for each project experience required under Clause no 2.10 alongwith Reference letter or completion certificate From client )

**MAJOR WORKS DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS FOR THE ASSIGNMENT UNDER OFFER.**

(i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium was legally contracted by the client stated below.

(ii) The information should be specific & to the point to facilitate a quick and objective decision.

(iii) Use a separate sheet for each separate work.

1) Project Name : \_\_\_\_\_

2) Country : \_\_\_\_\_

3) Project location : \_\_\_\_\_  
in the country

4) Name &Address : \_\_\_\_\_  
of the client with \_\_\_\_\_

Tel. No. & Fax No. \_\_\_\_\_

5) Do you have any objection if the client is contacted for reference?  
Yes/No.

6) Detailed narrative description of the work including project components, Area of the Project, Built up area, Design elements, Status of the Project, interalia, nature of the work performed etc..

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7) Were the services provided exclusively by your firm? Yes/No (or)  
Were services provided by your firm in association with other firms? Yes/No  
Exact description of the division of responsibility for items listed at (6) above as between you & your Associate:

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# **FORM - 4**

(Page 2 of 2)

( to be provided separately for each project alongwith Reference letter or completion certificate From client )

9) Detailed description of the actual services provided under following types for each component of the project

- i) Overall Vision & Strategic Concept Master Plan
- ii) Detail master planning
- iii) Mixed use Waterfront development
- iv) Detailed infrastructure design and engineering for implementation of the Project
- v) Transaction advisory& PPP
- vi) Marketing plan &Marketing activity
- vii) Preparation of tender document& procurement
- viii) Program Management Support

& the share and role of your firm & of the Associate, if any, against each type of the component & each type of service listed above.

10) Professional Staff provided:

	Own Firm	Associate
--	----------	-----------

## **No. of Professional Staff:**

- a) Experts at the level of subject specialties & their principal assistants.
- b) Supporting technical staff (excluding draftsman & office staff).

No. of man months of (a) + (b)

11) Assignment start date : \_\_\_\_\_  
(Month/Year) \_\_\_\_\_

12) Assignment completion : \_\_\_\_\_  
Date (Month/Year) \_\_\_\_\_

13) Duration of assignment : \_\_\_\_\_ (months)  
Day this \_\_\_\_\_ day of \_\_\_\_\_ 20

Note : The consultant may add any additional information required to prove the eligibility.  
The term "Completion" means

(Seal and Signature, name and designation of the authorised signatory)  
For and on behalf of .....

**Form- 5**  
**Details of Key Personnel**

Sr.No.	Name	Position	Educational qualifications	Related Experience	Employed with

(Seal and Signature, name and designation of the authorised signatory)  
For and on behalf of .....

**Form -6**

**CV (Curriculum Vitae)**

**1. PROPOSED POSITION FOR PRESENT ASSIGNMENT**

**2. NAME**

**3. DATE OF BIRTH**

**5. NATIONALITY**

**6. RELATION WITH THE BIDDERS**

**7. EDUCATIONAL / QUALIFICATION**

**8. WORKING IN THE FIRM SINCE**

**9. COUNTRIES OF WORK EXPERIENCE**

**10. LANGUAGE**

**11. EMPLOYMENT RECORD (STARTING WITH PRESENT POSITION, PERIOD, EMPLOYER - POSITION HELD AND DESCRIPTION OF DUTIES)**

**12. DETAILED TASKS ASSIGNED:** Work undertaken best illustrates capacity to handle the tasks assigned.

(List the tasks one by one giving list of project name and component, year, position held, exact duties rendered with time spent on each project).

**13. CERTIFICATE**

I, the undersigned, certify that, to my knowledge and belief this bio-data correctly describes myself, my qualifications and experience.

Signature of the Key Person

DATE OF SIGNING

(Seal and Signature, name and designation of the authorised signatory)

For and on behalf of .....

**FORM-7**

**DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT**

(Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones {including interim approvals by the Employer}, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form.

c) **Organization and Staffing.** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.)



**FORM 7A: WORK SCHEDULE (to be given project component wise)**

SI No	Deliverables	Month										
		1	2	3	4	5	6	7	8	--	n	TOTAL
1	<b>D-1</b>											
1a												
1b												
1c												
----												
2	<b>D-2</b>											
2a												
2b												
2c												
----												
n	<b>D-n</b>											

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

**FORM 7B: PROPOSED MANNING SCHEDULE OF KEY PERSONNEL (to be given project component wise)**

	Proposed Position of Key Expert	Name	Availability	Manning Schedule										Total Months
				Months										
				1	2	3	4	5	--	--	--	--	n	
1			Onsite											
			Offsite											
2			Onsite											
			Offsite											
3			Onsite											
			Offsite											
....			Onsite											
			Offsite											
n			Onsite											
			Offsite											
Add														

Note :The manning schedule for the support personnel of the consultant should given separately.

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**FORM-8A**

**Average Turn Over of the Lead Bidder from Consulting services:**  
**(Separately to be submitted for each consortium Member if any )**

Sr.No	Year	Turn Over in Rs
1	2018-2019	
2	2019-2020	
3	2020-2021	
4	Average	

**In case of Consortium Gross Average Turn Over of the Consortium from Consulting services:**

Sr.No	Year	Turn Over in Rs
1	2018-2019	
2	2019-2020	
3	2020-2021	
4	Average	

Note:

- The Bidder/Consortium shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:
  - reflect the turnover of the Bidder;
  - be audited by a statutory auditor;
  - be complete, including all notes to the financial statements.
- The Bidder/Consortium shall provide a statutory auditor's certificate specifying the annual Turnover of the Bidder in the form set out at Form 8B.
- If the annual accounts for the Financial Year 2020-21 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2020-21 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.
- In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- However, for the Eligible Assignments, the Applicant can also provide requisite certificate(s) from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

(Seal and Signature, name and designation of the authorised signatory)

For and on behalf of .....

**FORM-8B**

**CERTIFICATE FROM THE STATUTORY AUDITOR WITH UDIN REGARDING TURNOVER**

*(On the letter head of the statutory auditor)*

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of ..... *(name of the Bidder)* for the Financial Year 2018-19, 2019-20 and 2020-21 is as follows:

S.No.	Financial Year	Annual Turnover (Rs. crore) (from Consultancy Services)
1	Financial Year 2018-19	
2	Financial Year 2019-20	
3	Financial Year 2020-21	

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

**FORM 9**

**Undertaking for not barred or Blacklisted**

I/We hereby undertake the following:

1. I/We undertake that neither I/we or any of our consortium members and any of its constituents has been barred from taking part in any bid/tendering process or blacklisted by any Central and/or State Government and or Public Sector Undertaking of India.
2. I/We undertake that neither I/we individually or institutionally are not in any manner involved with the selection/screening process of this RFP and employees of SMP, Kolkata.
3. 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 offence under the PC act in connection with the bid.
4. During the last five years, I/We neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me/us or our Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by me/us.

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

**FORM 10**

**Undertaking for obtaining Permission to work in India**

**(For Consultants Registered outside India)**

I/We undertake that, In case we are selected as successful Bidder, I/We (Bidder / Lead Firm / Individual) will obtain prior permission from Govt. of India to function as consultant for the project within 21 days from the issue of LOA from the Authority.

**Date**

Note: Strike off whichever is not applicable

Seal

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

**FORM-11**

**Affidavit of Correct Information**

***[Rs.100/- (Rupees Hundred only) Stamp Paper duly notarized]***

**The Estate Manager  
6, Strand Rd,  
Fairley Warehouse, B.B.D. Bagh,  
Kolkata- 700001**

With reference to the documents submitted to SMP, Kolkata, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed which may adversely impact or hinder our ability to perform services on the project under this Agreement.

All documents and information submitted in Technical Bid (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be inaccurate/ incorrect/ misleading, we understand that our bid is liable to be cancelled or if contract is awarded, contract is liable to be terminated, without prejudice to any of the rights of SMP, Kolkata, which otherwise may be accruable to SMP, Kolkata.

I also undertake that I will furnish all other documents required under the bid document or contract, after signing the agreement during execution of work.

Seal  
Authorized Signature [in full and initials]:  
Name  
Designation:  
Name of Firm:  
Address:

**FORM-12**

**Details of Sub Consultants (if any)**

Proposal for Sub-Consultant(s)

1. Details of the Firm

Firm's Name, Address and Telephone

Name and Telephone No. of the Contact Person

Fields of Expertise

No. of Years in business in the above Fields

2. Services that are proposed to be sub contracted:

3. Person who will lead the Sub-Consultant Name:

Designation: Telephone No: Email:

4. Details of Firm's previous experience

Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration Of services	Date of Completion of services

(Seal, Signature and name of the authorised signatory)

Note:

Use separate form for each Sub-Consultant

**FORM-13**

**Power of Attorney for signing of Proposal**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **NIT No. SMP/ KDS/ LND/32-2022, RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of landuse & infrastructure under Kolkata Dock System of SMP, Kolkata"** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Consultants' and other conferences and providing information / responses to the SMP, Kolkata, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the SMP, Kolkata in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the SMP, Kolkata.

AND we 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.

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

For \_\_\_\_\_

(Signature)

Witnesses:

1  
2

Accepted [Notarised]

(Signature)

(Name, Title and Address of The Attorney)

*Notes:*

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.



**FORM-14 A**

**LETTER FOR FINANCIAL PROPOSAL**

From :

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To

**The Estate Manager  
6, Strand Rd,  
Fairley Warehouse, B.B.D. Bagh,  
Kolkata- 700001**

**Sub.: N. I. T. No. SMP/ KDS/ LND/32-2022 -RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land use and infrastructure under Kolkata Dock System of SMP, Kolkata"**

\*\*\*\*\*

I/We have perused the Proposal Document for subject assignment containing Terms of Reference in APPENDIX-I and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

Our total price offer inclusive of all taxes (Excluding GST which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference" (enclosed as Appendix-I to the Proposal Document) is Rs. \_\_\_\_\_ (i.e. \_\_\_\_\_ in \_\_\_\_\_ Words \_\_\_\_\_ Rupees \_\_\_\_\_ only).

This offer is valid for a period of 120 days from the date of opening of the financial proposals.

I/We also agree to accept the payments as per Payment Schedule stated in Clause 4 of the 'Terms of Reference' and also as per clause 2.21.7 and 2.21.11 of Instruction to Bidders.

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

**FORM-14 B**

**Summary of Costs**

Sl. No.	Description of works	Quantity	Rate	Unit	Amount (Rs)
1.	RFP FOR APPOINTMENT OF CONSULTANT FOR PLANNING, DESIGN AND PROGRAM MANAGEMENT SUPPORT FOR MASTER PLANNING AND DETAILED DESIGN OF LANDUSE AND INFRASTRUCTURE UNDER KOLKATA DOCK SYSTEM OF SMP, KOLKATA.	Lumpsum	Not to quote here	Per Operation	Not to quote here

**(Total Fees in words)** Rs. \_\_\_\_\_ only.

Note :The Financial Proposal is inclusive of all taxes (Excluding GST which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during all assignment, sundries, all stages all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference"

Seal

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

## **FORM-14 C**

### **BREAKDOWN OF COST**

SL NO	ITEM	COST (INR)
{Bidder must state the proposed Costs in accordance with the Form 15; delete columns which are not used}		
<b>Cost of the Financial Proposal</b>		
<b>1</b>	<b>Stage I</b> Concept & Strategic Plan for 4122 acres (±20%) & Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T+12 months)(X')	
<b>2</b>	<b>Stage II</b> Transaction Advisory & Program Management Support Unit (T+12 TO T+24 months)(Y')	
<b>2A</b>	<b>Remuneration for Program Expert team</b> (From Form 15)	
i	Project Manager cum Team Leader	
ii	Transaction cum PPP Expert	
iii	Real Estate Expert	
iv	Architect cum Urban Planner	
v	Civil engineering Expert	
vi	PR cum Branding cum Creative Expert	
<b>2B</b>	<b>Remuneration for Program Support team</b> (From Form 15)	
i	Site engineers	
ii	Site supervisor	
iii	Draughtsman	
iv	.....	
n	.....	
<b>TOTAL (X'+Y')</b>		
<b>Total Cost of Financial Proposal</b> <b>{Should match the amount in Form 14 B }</b>		(Write Amount in word also)
<b>Reimbursable items to be quoted by Bidders as per clause 3.7</b>		
<b>3</b>	<b>Reimbursable</b>	
<b>3A</b>	Resource Pool Expert	
<b>3B</b>	Provisional sums include:	
	(i) Workshops, Conferences and local training	
	(ii) Survey & Investigation	
	(iii) Public outreach programs	
	(iv) Third Party Inspection	
	(v) Fee for obtaining various approvals & NOC	
	(vi) Equipments if any	
	(vii) Stakeholder management	
	(viii) Printing of Brochure & Marketing materials	

**Note: The total remuneration of the Program Support Team shall not exceed 20% of the aggregate remuneration of the Expert Pool and the Program Support Team.**

**FORM 15**

**Monthly Remuneration Of The Different Personnel For Working Out Remuneration cost**  
**and the Cost of Change In The Terms Of Reference subject to it**

Sl No	Position	Name	No	Location	Time Input in Man-Months	Rate per Man Month (in INR)	Total Remuneration (INR)
			(A)		(B)	(C)	D= (A*B*C)
I. Stage I (Design Phase): Concept & Strategic Plan for 4122 acres (±20%) & Detailed Master Planning for 429 acres (±20%) of Township Redevelopment area (T+12 months)							
A. Expert Team							
1	Program cum Strategic Management Expert (Team Leader)			PO (SMPK OFFICE)			
				HO			
2	Urban & Regional Planner (Associate Team Leader)			PO			
				HO			
3	Urban Designer (International)			PO			
				HO			
4	Port sector Expert			PO			
				HO			
5	Infrastructure Expert			PO			
				HO			
6	Financial cum Economic Expert			PO			
				HO			
7	Transaction cum PPP Expert			PO			
				HO			
8	Real Estate Expert			PO			
				HO			
9	Urban Mobility Expert			PO			
				HO			
10	Infrastructure Expert			PO			
				HO			
B. Support Team							
1	Urban Designer			PO			
				HO			
2	Landscape Architect			PO			
				HO			
3	Environmental Expert			PO			
				HO			
4	Social & R&R Expert			PO			
				HO			
5	GIS Expert			PO			
				HO			

....							
n							
<b>SUB TOTAL X</b>							
<b>II. Stage II (PMU Phase): Transaction Advisory &amp; Program Management Support Unit (T+12 TO T+24 months)</b>							
<b>Program Expert team</b>							
1	Project Manager cum Team Leader			PO (SMPK OFFICE)	12		
2	Transaction cum PPP Expert			PO	12		
3	Real Estate Expert			PO	12		
4	Architect cum Urban Planner			PO	12		
5	Civil engineering Expert			PO	12		
6	PR cum Branding cum Creative Expert			PO	12		
<b>Program Support team</b>							
1	Site engineers						
2	Site supervisor						
3	Draughtsman						
4	.....						
5	.....						
<b>SUB TOTAL Y</b>							
<b>GRAND TOTAL Z (X+Y)</b>							

**Note :**

1. The Remuneration should include the Gross pay of the personnel and the Profit of the Employer, Taxes except the GST which will be reimbursed after the GST is deposited to the concerned authorities which should be available in GST 2A/ GST 2B.
2. The above proposal shall be used to consider the change in total fee if any change in terms of Reference.
3. The consultant may add any other expertise in the above table.
4. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet.
5. Months are counted as 30 day periods from the start of the assignment. One working (billable) day shall be not less than 8 working (billable) hours.
6. "PO" means work in the SMPK Office at Kolkata (West Bengal), India. "HO" means work carried out outside the SMPK Office i.e., not physically present in Kolkata (West Bengal), India.

**FORM 16**  
**Bid Security**

## BID SCRUTINY FORMATS

(to be filled by Bidders)

### Annexure-1A

Name of the firm — Lead member –

Consortium member 1 –

Consortium member 2 –

Sr.No.	Documents	Pg No.	Remark
1.	Whether Checklist of submissions of documents in Form 1 submitted?		
2.	Whether letter of proposals in the prescribed format Form -2 “Form for Application “submitted?		
3.	Whether Form-3 Bidders profile submitted?		
4	Whether Bid processing fee (Tender Cost) of INR 5900/- submitted?		
5	Whether Power of Attorney in the prescribed format Form-13 submitted?		
6.	Whether Affidavit of correct information in the prescribed Form-11 submitted?		
7.	Whether a copy of the GCC (General Conditions of Contract) with each page initialized by the authorized representative?		
8.	Whether undertaking for not barred or blacklisted in the prescribed Form -9 submitted?		
9.	Whether undertaking for obtaining Permission to work in India in the prescribed Form-10 (to be given by Foreign consultant) submitted?		
10	Whether bid security declaration in the prescribed Form -16 submitted?		

Annexure-1B

Name of the firm —

Lead member –

Consortium member 1–

Consortium member 2 –

Sr.No.	Documents	Pg No.	Remark
1.	Whether a certificate from Statutory Auditor/Chartered Accountant for establishing Average Annual Turn Over in the prescribed format Form – 8A & 8B submitted?		
2.	Whether profile of the bidder providing background, organization and experience of the firm and details of JV/Consortium if any etc. in the prescribed format shown in Form - 3 of any firm with which bidder would be associated for the purpose of providing the services for this project. A list (in the format shown in Form - 4) of past and present major works is submitted?		
3.	Whether the experience of the bidder for establishment of eligibility in the prescribed format as per Form-4. The bidder shall submit the client's Reference/certificate or any other authorized documents for the successful completion of the project describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project The bidder may submit the actual photographs of the project, brochures etc. submitted?		
4	Whether details of Key Personnel giving their Names, Position in the Team, Educational Qualifications, Years of experience, Project related experience, age, of each expert to be		



Sr.No.	Documents	Pg No.	Remark
	assigned for providing the proposed services, in the prescribed format as per Form-5 submitted?		
5.	Whether CV of each Key Personnel in the prescribed Format of Form-6. The expert's signature as well as signature of authorized signatory and date of signing should be provided as per the CV format submitted?		
6.	Whether details of sub consultants if any in Form-12 submitted?		
7.	Whether the Proposal Document with each page initialed by the authorized signatory in taken of having been read and accepted by the bidders?		
8.	Whether Proposed association arrangement as Appendix-V (if any) submitted?		

## Annexure 2

Eligibility Criteria as a bidder :-

A. Bidder: The bidder shall be (clause 2.10 (i))

1. Be an Individual or Consortium of not **more than three members** provided the lead member (as nominated by the Consortium Members) should have the one of the principal business in Government Advisory/ Project Management Consultancy/ Urban Planning & Architecture, Engineering expertise etc (Company profile may be submitted)
2. Have an Establishment in India for at least 3 years i.e prior to 06.09.2022.
3. Indian company can have a consortium /JV with International consultants.

B. Name of the Firm: Lead member –

Consortium member 1–

Consortium member 2–

Sr.No.	Criteria	Document /PgNo.(to be filled by Bidder)	Remark (to be filled by SMP)
1.	Documents submitted in support of 1 above.		
2.	Documents submitted in support of 2 above		
3.	Documents submitted in support of 3 above		

Note: In case of multiple documents Bidder may insert rows under Document/Pg no Column

Observations (to be filled by SMP):

C. Financial Scrutiny:-

Financial Criteria: (Clause 2.10 (ii))

The Bidder or the Consortium should have gross average annual turnover from consultancy services of Rs. 250 crores (2500 Million) in each of last three financial years FY 2018-19, FY 2019-20 and FY 2020-21.

In case of consortium the Lead member should have average annual turnover from consultancy in each of the last three financial years i.e. FY 2018-19, FY 2019-20 and FY 2020-21 of minimum Rs. 100 Crores (1000 Million). For the purpose of evaluation, Lead member having comparatively larger revenues from advisory or consultancy shall be given added weightage.

Lead Bidder –

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2018-2019			
2019-2020			
2020-2021			

Consortium member 1–

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2018-2019			
2019-2020			
2020-2021			

Consortium member 2–

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2018-2019			
2019-2020			
2020-2021			

Gross Average of 3 consortium members-

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2018-2019			
2019-2020			
2020-2021			

Annexure-3

Technical Scrutiny :- (Clause 2.10 (iii))

Name of the Bidders:

Consortium member –

Sr. No.	Technical eligibility Criteria as per RFP	Name of the Employer/ Client	Title of the Project	Area in hector	Waterfront in km	Experience certificate Pg. Nos.	Remarks (to be filled by SMP)
I a.	<p>Bidder's Name :</p> <p>The bidder should have prepared one project in India or abroad involving creation of holistic vision and integrated Master Plan/Development Plan related to maritime/tourism/riverine/industrial led development/port-led development/city development ecosystem of minimum urban area of 1000 acres during last 10 years till Proposal Due Date. The experience of the consortium Member if any shall be considered.</p>						
I b.	<p>The bidder should have planned outside India a waterfront development with mixed land use on an urban area of 100 acres with a minimum continuous waterfront of 1 Km during last 10 years till Proposal Due Date and the water front can be Sea front, Lake front and River front. The experience of the consortium Member if any shall be considered.</p>						

Sr. No.	Technical eligibility Criteria as per RFP	Name of the Employer/ Client	Title of the Project	Area in hector	Waterfront in km	Experience certificate Pg. Nos.	Remarks (to be filled by SMP)
II	The bidder should experience in devising strategy for Vision & Strategic planning, Real estate development strategy, Business plan involving Investment planning, Diversification strategy, growth strategy etc. for large scale infrastructure or land development projects having a single project of value at least Rs. 2 Crores for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) during last 10 years in India or abroad till Proposal Due Date. The experience of the consortium Member if any shall be considered.						
III	The bidder should have experience of Transaction Advisory for one large scale PPP infrastructure project with project cost of at least Rs 500 Crore for central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.)/private clients in India or abroad. Transaction advisory project involving project marketing, preparation of project revenue models, in infrastructure sector on PPP or other forms of private sector participation for large scale integrated land development infrastructure projects (land monetization/ Mixed Use development projects, transportation sector (airport development/ inland waterways /roads /highways) and/or integrated urban transport, tourism related						

Sr. No.	Technical eligibility Criteria as per RFP	Name of the Employer/ Client	Title of the Project	Area in hector	Waterfront in km	Experience certificate Pg. Nos.	Remarks (to be filled by SMP)
	infrastructure projects, port led land development)* in last 10 years till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term “Marketing” means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final agreement.						
IV	The bidder should have experience of projects related to program/project management assignment including PDMC projects executed under Smart City mission for a central/ federal/ state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GIZ, JICA, etc.) in India or abroad, involving activities such as review or preparation of Detailed Project Reports (majorly involving technical design, cost estimation) / Feasibility Studies (majorly involving market demand assessment, financial Viability assessment), overall monitoring and/or evaluation of project implementation / contract management, overall implementation handholding, stakeholder management, support in facilitating regulatory aspects for large scale infrastructure projects with assignment fee value of at least INR 5 Crore within last 10 years till Proposal Due Date.						

### KEY PERSONNEL PROJECT EXPERIENCE

Sl. No.	Key Expert	Name of Project	Salient Features of the project	Area in Hectares	Location of Project
1.					
2.					
3.					
4.					
...					
...					
n.					

## Annexure-IV

Evaluation of The Key personnel as para 3.1.6.1 page 23 of RFP

Name of the Bidders:

Consortium member –

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
1	Program cum Strategic Management Expert-Team Leader	MBA or equivalent with minimum of 15 years of experience and should have led at least one project in either category C or D as defined in the eligible assignments, similar strategy project for urban development and large scale infrastructure projects. International experience will be preferred	10	If the key person fulfils the minimum Qualification Criteria prescribed in “Key Personnel Table”, 4 marks will be allotted and should have led at least one project in either category C or D as defined in the eligible assignments. 2 marks per project will be allotted to a maximum of 10 marks. International experience will be preferred.						
2	Urban & Regional Planner- Associate Team Leader	Bachelor Degree in Architecture/Planning/Civil Engineering with Post graduation in Urban/City/Regional Planning with minimum of 15 years’ experience Master planning projects for Government sector and working on Greenfield and Brownfield projects with tourism, maritime, riverine, culture, ecological, infrastructure & city development elements of minimum area of 1000 acres or 2 similar projects as above for an area of 500 acres each	10	If the key person fulfils the minimum Qualification Criteria prescribed in “Key Personnel Table”, 4 marks will be allotted. For every additional Master Plan/Development Plan/Smart city Plan project preparation experience of 500 acre, 2 marks will be allotted to a maximum of 10 marks.						
3	Urban Designer (International)	Bachelor Degree in Architecture with Post graduation in Urban Design with overall 10 years of experience of which international experience of minimum 5 years’ in urban design along with experience of undertaking atleast 2 projects involving mixed use design of waterfront of 1km stretch and public space of minimum 100 acres area outside India.	8	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 2 marks will be allotted. The additional 1.5 marks will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in “Key Personnel Table”.						



AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
4	Real Estate Expert	MBA or CA or any Post Graduate with 10 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).	8	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. Additional 1 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table",						
5	Financial cum Economic Expert	MBA (Finance) or CA or Masters in Economics and Bachelors in relevant field with 10 years of relevant experience of Financial Analysis/ financial structuring/ appraisal of similar development project. Experience of working on market analysis and product mix and conducting surveys. Experience of infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects would be added advantage.  He/She should have worked as a Financial Expert for at least 2 (two) Eligible Assignments. Experience of working under the Eligible Assignments under Categories A, B & C will be evaluated.	6	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. Additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table".						
6	Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 15 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 acres in India.	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 1 mark will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in "Key Personnel Table".						
7	Transaction cum PPP Expert	MBA (finance)/ any equivalent Post Graduation with 15 years' experience in PPP projects and should have completed atleast two projects of Rs 500 cr (Rs 5000 million) for central /federal /state/ local/ other government agency/ multilateral agency (World Bank, IFC, ADB, GlZ, JICA, etc.)/private clients in India or abroad as defined in category C of eligible assignments	2							
8	Urban Mobility Expert	To plan for Transit-oriented development in the project site having multiple interfaces with road, rail and	2							

AS PER RFP					AS PER BID DOCUMENT					
Sr.N	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		50 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
		river transport. To plan for promotion of NMT and pedestrianization. To plan for river-based transport options.								
9	Port Sector Expert	MBA or ME/MTECH with minimum 10 years' experience in port business operations, transshipment terminal planning studies, port facilities, Port city planning and "Green port" initiatives in India or abroad.	2							

ANNEXURE- 4 : INTEGRITY PACT  
ANNEXURE-5 : GENERAL CONDITIONS OF CONTRACT

## **INTEGRITY PACT**

On Rs.50/- (Rupees Fifty) Non-Judicial Stamp Paper

### **Between**

Syama Prasad Mookerjee Port, Kolkata hereinafter referred to as "This Principal"

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.

#### **Section-7: 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 Kolkata Port Trust.
- (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 Kolkata Port Trust 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 on 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 the valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of SMPK.

#### **Section-11: Other provisions:**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners 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)  
(Office Seal)

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

Place.....

Date.....

Witness 1:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_  
\_\_\_\_\_

## **1.0 GENERAL CONDITIONS OF CONTRACT**

### **1.1 General Provisions**

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

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

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

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

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

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

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

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

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

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

(h) "Local Currency" means Indian Rupees;

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

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

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



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

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

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

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

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

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

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

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

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

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

#### **1.1.4 Language**

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

#### **1.1.5 Headings**

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

#### **1.1.6 Notices**

1.1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised

representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address given in the proposal document for issue of proposal document.

1.1.6.2 Notice will be deemed to be effective as follows:

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

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

#### **1.1.7 Location**

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

#### **1.1.8 Authorized Representatives**

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

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

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

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

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

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

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

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

### 1.2.3 Commencement of Services

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

### 1.2.4 Expiration of Contract

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

### 1.2.5 Entire Agreement

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

### 1.2.6 Modification

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

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

### 1.2.7 Force Majeure

#### 1.2.7.1 Definition

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

industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

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

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

#### 1.2.7.2 No Breach of Contract

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

#### 1.2.7.3 Measures to be taken

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

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

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

#### 1.2.7.4 Extension of Time

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

#### 1.2.7.6 Consultation

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

#### 1.2.8 Suspension

The Employer may, 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 thirty (30) days after receipt by the Consultants of such notice of suspension.

#### 1.2.9 Termination

##### 1.2.9.1 By the Employer

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

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

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

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

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

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

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

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

For the purpose of this clause:

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

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

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

#### 1.2.9.2 By the Consultants

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

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

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

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

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

#### 1.2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause General Condition 1.2.2 or General Condition 1.2.9 hereof, or upon expiration of this Contract pursuant to Clause

General Condition 1.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except;

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

#### 1.2.9.4 Cessation of Services

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

#### 1.2.9.5 Payment upon Termination

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

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

#### 1.2.9.6 Disputes about Events of Termination

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

### 1.3. Obligations of the Consultants

#### 1.3.1 General

##### 1.3.1.1 Standard of Performance

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

##### 1.3.1.2 Law Governing Services

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

#### 1.3.2 Conflict of Interests

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

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

##### 1.3.2.2 Procurement Rules of the Employer



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

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

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

#### 1.3.2.4 Prohibition of Conflicting Activities:

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

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

#### 1.3.3 Confidentially

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

#### 1.3.4 Liability of the Consultants

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

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

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

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

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

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

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

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

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

(d) Insurance against loss of or damage to:

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

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

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

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

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

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

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

(c) any other action objectionable to the Employer.

#### 1.3.7 Reporting Obligations

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

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

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

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

### 1.4. Consultants’ Personnel

#### 1.4.1 General

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

#### 1.4.2 Description of Personnel

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

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

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

#### 1.4.3 Approval of Personnel

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

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

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

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

for such leave periods and suitable deductions from the bills shall be made on this account.

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

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

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

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

#### 1.4.6 Resident Manager / Team Leader

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

#### 1.5. Obligations of the Employer

### 1.5.1 Assistance and Exemptions

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

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

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

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

### 1.5.3 Payment

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

### 1.5.4 Counterpart Personnel

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

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

## 1.6 Payments to the Consultants

### 1.6.1 Cost Estimates

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

### 1.6.2 Remuneration and Reimbursable Expenditures

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

### 1.6.3 Currencies of Payment:

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

#### 1.6.4 Mode of Billing and Payment:

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

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



authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

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

## 1.7 Fairness and Good Faith

### 1.7.1 Good Faith

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

### 1.7.2 Operation of the Contract

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

## 1.8. Settlement of Disputes

### 1.8.1 Amicable Settlement

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

### 1.8.2 Dispute Settlement

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

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

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

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

## 1.9. Liquidated damages:

### 1.9.1 Liquidated Damages for error/ variation:

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

#### 1.9.2 Liquidated Damages for delay:

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

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

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

#### 1.9.4 Penalty for deficiency in Services:

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