



**TENDER FOR SURVEY AND
DEVELOPMENT, COMMISSIONING &
FIVE-YEAR MAINTENANCE OF GIS
BASED LAND ASSET MANAGEMENT
SYSTEM OF HALDIA DOCK
COMPLEX, SYAMA PRASAD
MOOKERJEE PORT, KOLKATA
AT HALDIA, PURBA MEDINIPUR,
WEST BENGAL, INDIA**

**E- TENDER NUMBER
AD/007/GIS/2022**

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DISCLAIMER

The information contained in this Notice Inviting Tender and Tender Document or subsequently provided to bidder(s), whether verbally or in Documentary or any other form by or on behalf of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP, Kolkata) or any of its employees or advisers, is provided to bidder(s) on the terms and conditions set out in this Notice Inviting Tender and Tender Document and such other terms and conditions subject to which such information is provided.

This Notice Inviting Tender and Tender Document is not an agreement and is neither an offer nor invitation by HDC-SMP, Kolkata to the prospective bidder(s) or any other person. The purpose of this Notice Inviting Tender and Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Bids/Tenders pursuant to this Notice Inviting Tender and Tender Document. This Notice Inviting Tender and Tender Document include statements, which reflect various assumptions and assessments arrived at by HDC-SMP, Kolkata in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Notice Inviting Tender and Tender Document may not be appropriate for all persons, and it is not possible for HDC-SMP, Kolkata, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Notice Inviting Tender and Tender Document. The assumptions, assessments, statements and information contained in this Notice Inviting Tender and Tender Document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct own investigation and analysis and check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Notice Inviting Tender and Tender Document and obtain independent advice from appropriate sources, for which HDC-SMP, Kolkata shall neither be responsible nor incur any financial cost or expense.

Information provided in this Notice Inviting Tender and Tender Document to the bidder(s) 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. HDC-SMP, Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

HDC-SMP, Kolkata, 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 Notice Inviting Tender and Tender Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Notice Inviting Tender and Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Notice Inviting Tender and Tender Document or arising in any way in this Selection Process.

HDC-SMP, Kolkata also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Notice Inviting Tender and Tender Document.

HDC-SMP, Kolkata 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 Notice Inviting Tender and Tender Document. The issue of this Notice Inviting Tender and Tender Document does not imply that HDC-SMP, Kolkata is bound to select a bidder or to appoint the Selected bidder, as the case may be, for the project and HDC-SMP, Kolkata reserves the right to reject all or any of the Bids/Tenders without assigning any reasons whatsoever.

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



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता,

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

हल्दिया गोदी परिसर

HALDIA DOCK COMPLEX

प्रशासन प्रभाग, जवाहर टॉवर कम्प्लेक्स

Administration Division, Jawahar Tower Complex,

पोस्ट- हल्दिया टाउनशिप, जिला- पूर्व मेदिनीपुर,

P.O.: -Haldia Township, Dist.: Purba Medinipur,

पिन/ PIN: 721607, पश्चिम बंगाल/ West Bengal

फैक्स/ FAX: 03224-263152

निविदा आमंत्रण सूचना (एनआईटी)

NOTICE INVITING TENDER (NIT)

हल्दिया गोदी परिसर (एचडीसी), श्यामा प्रसाद मुखर्जी पोर्ट (एसएमपी, कोलकाता) एक साथ दो भाग प्रक्रिया के तहत (भाग-I: तकनीकी-वाणिज्यिक बिड एवं भाग-II: लागत बिड) हल्दिया गोदी परिसर, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता, हल्दिया, पूर्व मेदिनीपुर, पश्चिम बंगाल, भारत के जीआईएस आधारित भू-संपदा प्रबंधन प्रणाली का सर्वेक्षण, विकास, कमीशनिंग एवं 5 वर्ष के अनुरक्षण हेतु ई-निविदा आमंत्रित करता है। निविदा दस्तावेज रेलटेल पोर्टल (<https://kopt.enivida.in>) एवं www.smporkolkata.shipping.gov.in से डाउनलोड किया जा सकता है। यदि कोई, शुद्धिपत्र/परिशिष्ट/स्पष्टीकरण जारी होता है तो इसे रेलटेल पोर्टल (<https://kopt.enivida.in>) एवं www.smporkolkata.shipping.gov.in पर ही होस्ट किया जाएगा। Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP, Kolkata) invites e-Tender under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for Survey, Development, Commissioning and Five-Year Maintenance of GIS based Land Asset Management System of Haldia Dock Complex, Syama Prasad Mookerjee Port at Haldia, Purba Medinipur, West Bengal, India. The Tender Document may be downloaded from RailTel Portal (<https://kopt.enivida.in>) and www.smporkolkata.shipping.gov.in. Corrigendum/Addendum/Clarifications, if any, shall also be hosted on RailTel Portal (<https://kopt.enivida.in>) and www.smporkolkata.shipping.gov.in.

साथ ही, इच्छुक बोलीदाता अपनी बिड इलेक्ट्रॉनिक रूप से केवल रेलटेल पोर्टल (<https://kopt.enivida.in>) के माध्यम से जमा करें।

Further, intending bidders shall submit their bid electronically only through RailTel Portal (<https://kopt.enivida.in>). Bidders are requested to visit the websites frequently.

महाप्रबंधक (प्र. एवं से.), हल्दिया गोदी परिसर, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता, कार्यालय का पता "जवाहर टॉवर, हल्दिया टाउनशिप, पूर्व मेदिनीपुर, पश्चिम बंगाल, भारत, पिन- 721607" "अनुबंध के इंजीनियर" होंगे।

General Manager (M&S), Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata with office address "Jawahar Tower, Haldia Township, Purba Medinipur, West Bengal, India, PIN – 721607" shall be the "ENGINEER OF THE CONTRACT".

निविदा की सूची (एसओटी):
SCHEDULE OF TENDER (SOT):

a.	ई-निविदा सं./ E-TENDER NO.		Ad/007/GIS/2022
b.	निविदा का प्रकार / MODE OF TENDER		ई-प्रोक्योरमेंट सिस्टम/ e-Procurement System रेलटेल पोर्टल (https://kopt.enivida.in) के माध्यम से (ऑनलाइन भाग I- तकनीकी-वाणिज्यिक बिड एवं भाग- II प्राइस बिड) (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through RailTel Portal (https://kopt.enivida.in) इच्छुक बोलीदाता केवल रेलटेल पोर्टल के माध्यम से ही अपना प्रस्ताव इलेक्ट्रॉनिक रूप से जमा कर सकेंगे। हल्दिया गोदी परिसर, श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता द्वारा किसी अन्य माध्यम से टेंडर स्वीकार नहीं किया जाएगा। The intending bidders are required to submit their offer electronically only through RailTel Portal. No physical tender shall be accepted by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
c.	पार्टियों को उपलब्ध एनआईटी डाउनलोड करने की तिथि/ Date of NIT available to parties to download		September 28, 2022
d.	ऑफलाइन प्री-बिड बैठक शुरू होने की तिथि एवं समय/ Offline Pre-Bid Meeting starting date & Time		October 14, 2022 from 1100 hours
e.	प्री-बिड बैठक की अंतिम तिथि एवं समय/ Pre –Bid Meeting closing date & Time		October 14, 2022 from 1230 hours
f.	अनुमानित लागत/ Estimated Cost		₹1,57,70,157.00 /- Plus GST
g.	i)	अग्रिम राशि/ Earnest Money Deposit	इच्छुक बोलीदाता, हल्दिया गोदी परिसर को अग्रिम राशि के रूप में रु. 315403/- (तीन लाख पंद्रह हजार चार सौ तीन रुपये मात्र) किसी भी अनुसूचित/राष्ट्रीयकृत बैंक के डीडी/ बैंकर चेक के माध्यम से श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता के पक्ष में, देय- हल्दिया के माध्यम से जमा करें, अन्यथा आपका प्रस्ताव अप्रतिसादी मानकर

			<p>तत्काल खारिज कर दिया जाएगा । तकनीकी वाणिज्यिक बिड के साथ डीडी/बैंकर चेक की स्कैन कॉपी अपलोड करें ।</p> <p>The intending bidders must deposit of INR 315403/- (Rupees Three Lacs Fifteen Thousand Four Hundred and Three only) as Earnest Money to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD/Banker's Cheque should be uploaded along with techno commercial bid.</p> <p>डीडी/ बैंकर चेक के रूप में अग्रिम राशि महाप्रबंधक (प्र. एवं से.), हल्दिया गोदी परिसर, ग्राउंड तल, उपभवन, जवाहर टॉवर, हल्दिया, पिन- 721607 के कार्यालय में मुहरबंद लिफाफे के ऊपर “अग्रिम राशि” निविदा संख्या एवं कार्य का नाम तथा बोलीदाता का नाम विधिवत लिखकर जमा करना होगा ।</p> <p>Earnest Money in the form of DD / Banker Cheque to be physically deposited at the office of General Manager (M&S), Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in a sealed envelope, cover should be duly super scribed with “Earnest Money”, tender number and the title of the work and Bidders Name.</p>
	ii)	<p>रेलटेल पोर्टल में बोली लगाने के लिए लेनदेन शुल्क (भुगतान का तरीका:- केवल ई-भुगतान)</p> <p>Transaction Fee for bidding in RailTel Portal (Mode of Payment:- E-payment Only)</p>	<p>अनुमानित लागत का टीपीएफ- 0.1% (न्यूनतम 750/- अधिकतम 7500/-+जीएसटी)। पंजीकरण शुल्क रु. 2000/- + प्रतिवर्ष लागू जीएसटी TPF- 0.1% of estimate cost (Minimum 750/- Maximum 7500/-+GST). Registration Charges Rs2000/- + Applicable GST Per Year</p>
	iii)	<p>बिड दस्तावेज शुल्क/ Bid Document Fee</p>	<p>इच्छुक बोलीदाता, हल्दिया गोदी परिसर को बिड दस्तावेज शुल्क के रूप में रु. 1770/- (एक हजार सात सौ सत्तर रुपये मात्र) [@ 18% जीएसटी सहित] किसी भी अनुसूचित/राष्ट्रीयकृत बैंक के डीडी/ बैंकर चेक के माध्यम से श्यामा प्रसाद</p>

		<p>मुखर्जी पोर्ट, कोलकाता के पक्ष में, देय- हल्दिया के माध्यम से जमा करें, अन्यथा आपका प्रस्ताव अप्रतिसादी मानकर तत्काल खारिज कर दिया जाएगा । तकनीकी वाणिज्यिक बिड के साथ डीडी/बैंकर चेक की स्कैन कॉपी अपलोड करनी होगी ।</p> <p>The intending bidders should deposit ₹1770/- (Rupees One Thousand Seven Hundred Seventy only) [including GST @18%], as Bid document Fee (non-refundable), to Haldia Dock Complex, through DD / Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata of any Scheduled / Nationalized Bank payable at Haldia, otherwise their offer will be summarily rejected. Scan Copy of the DD / Banker's Cheque should be uploaded along with techno commercial bid.</p> <p>बिड दस्तावेज शुल्क डीडी/ बैंकर चेक के माध्यम से महाप्रबंधक (प्र. एवं से.), हल्दिया गोदी परिसर, ग्राउंड तल, उपभवन, जवाहर टॉवर, हल्दिया, पिन- 721607 के कार्यालय में मुहरबंद लिफाफे के ऊपर “बिड दस्तावेज शुल्क”, निविदा संख्या एवं कार्य का नाम तथा बिडर्स का नाम विधिवत लिखकर जमा करना होगा ।</p> <p>Bid Document Fee in the form of DD / Banker Cheque to be physically deposited at the office of General Manager (M&S), Haldia Dock Complex, Ground Floor, Annex Building, Jawahar Tower, Haldia, PIN 721607, in a sealed envelope, cover should be duly super scribed with “Bid Document Fee”, tender number and the title of the work and Bidder's Name.</p>
h.	<p>बिड दस्तावेज शुल्क हेतु डीडी / बैंकर चेक जेनरेशन की अंतिम तिथि ।</p> <p>Last date of generation of DD / Banker Cheque for Bid Document fee.</p>	<p>(https://kopt.enivida.in) के माध्यम से ऑनलाइन ई-निविदा जमा करने से पहले/ Before submission of online e-tender through (https://kopt.enivida.in)</p>
i.	<p>ईएमडी एवं बिड दस्तावेज शुल्क के रूप में डीडी / बैंकर चेक की मूल प्रति जमा करने / प्राप्त करने की अंतिम तिथि एवं समय ।</p> <p>Last date and time for deposition of Bid Document Fee to the office of Tender Authority of Kolkata Port Trust, Haldia Dock Complex.</p>	<p>October 20, 2022 up to 1500 hours (बिड दस्तावेज शुल्क, यदि लागू हो तो डीडी / बैंकर चेक की प्रति अपलोड करना होगा)</p> <p>(Copy of the DD/Banker's Cheque should be uploaded online for Bid document fee if applicable).</p>

j.	<p>तकनीकी-वाणिज्यिक बिड एवं मूल्य बिड जमा करने के लिए ऑनलाइन ई-निविदा की अंतिम तिथि।</p> <p>Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.</p>	October 20, 2022 up to 1500 hours
k.	<p>भाग- I (अर्थात् तकनीकी-वाणिज्यिक बिड) खोलने की तिथि एवं समय/</p> <p>Date & time of opening of Part-I (i.e. Techno-Commercial Bid)</p> <p>भाग- II मूल्य बिड: भाग II खोलने की तिथि अर्थात् प्राइस बिड अलग से सूचित किया जाएगा I</p> <p>Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately</p>	October 20, 2022 after 1530 hours

IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-PROCUREMENT

Bidders are requested to read the terms & conditions as at various Annexures/Appendices of this tender before submitting online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.

Contact persons (Haldia Dock Complex):

1. Shri P K Das, General Manager (M&S), Haldia Dock Complex, Ph. No. 03224364393 Email: pkdas.hdc@kolkataporttrust.gov.in	2. Shri C Chatterjee, Senior Deputy Manager, Administration Haldia Dock Complex, Ph. No. 03224 265490 Email: cchatterjee.hdc@kolkataporttrust.gov.in	3. Shri J Chaudhury, Assistant Manager (Systems), Administration Haldia Dock Complex Ph. No. 03224-265419 Email: – jayanto.hdc@kolkataporttrust.gov.in
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Contact persons (RailTel Portal):

1. Shri Shiddharth Ghosh Mob: 9355030604 Email: ewizardsiddharth@gmail.com	2. Help Desk Number: 011-49606060 (Helpdesk tab of RailTel Portal)
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System Requirement:

i) Windows 7 or above Operating System

ii) Firefox (version below 50) / Internet Explorer (version 8 or above) browser.

iii) Signing type digital signature

iv) Java 8 with update 151 or 161.

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

Bidders Manual Kit.

Help for Contractors.

FAQ.

2.

(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by HDC, SMP, Kolkata. Such bidder(s) will be intimated date of opening of Part II i.e. Price bid through E-Mail.

3.

In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day.

4.

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

5.

All correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by HDC. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated. Bidders are also requested to ensure

	validity of their DSC (Digital Signature Certificate).
6.	E-tender cannot be accessed after the due date and time mentioned in Schedule of Tender (SOT) or any extension thereof.
7.	Bidding in e-tender:
a.	In all cases, Tenderer should use their own ID and Password along with valid Digital Signature at the time of submission of their bid.
b.	During the entire e-tender process, the bidders will remain completely anonymous to one another and to everybody else too.
c.	The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
d.	All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that Tenderer and acceptance of the same by the Buyer would form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier.
e.	It is mandatory that all the bids to be submitted with valid Digital Signature Certificate (DSC) otherwise the same will not be accepted by the system.
f.	HDC, 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.
g.	No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any Tenderer confirms unconditional & unambiguous acceptance of terms & conditions of the tender.
h.	Unit of Measure (UOM) is indicated in the e-tender. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender /tender document.
8.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed.
10.	After submitting online bid, the Tenderer cannot access the tender, once it has been submitted with digital signature.
11.	HDC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
12.	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.
13.	The bid will be evaluated based on the filled-in technical & commercial formats.
14.	The bidders must read and understand General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender. A declaration in this regard need to be made by the bidder.
15.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the Tenderer is found to be false during scrutiny or any time thereafter, the EMD of such bidder(s) shall be forfeited and punitive action including suspension and banning of business can also be taken against such bidder(s).
16.	Micro & Small Enterprises (MSEs) registered under MSME and registered with NSIC (under Single Point Registration Scheme), are exempted from depositing Cost of Tender Document and depositing Earnest Money for the items they are registered with NSIC, (a) having valid NSIC Certificate and (b) MSME Certificate/Udyog Aadhaar or UDYAM

	<p>Certificate.</p> <p>i) Micro & Small Enterprises (MSEs) registered with NSIC under Single Point Registration Scheme (SPRS) are eligible to get the benefits under new Public Procurement policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification, dated 26.03.2012.</p> <p>ii) When splitting of tender quantity is not possible purely on technical ground, trustees' reserve the right not to negotiate price with MSE if their price is within the band of L1+15% in comparison with L1 price of non- MSE for consideration of award of order for 20% of tender quantity against any item, 4% sub-target for MSE owned by SC or ST Entrepreneurs as per new public procurement policy.</p>
17.	If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document as per NIT. Otherwise, their offer for those items will not be considered.
18.	Due date of submission of tender will not be extended under any situation.

Special Instruction to Bidders for eNivida

E-Procurement is the complete process of e-Tendering from publishing of tenders online, inviting online bids, evaluation and award of contract using the system. You may keep a watch of the tenders floated under <https://kopt.enivida.in>. The link of e-procurement portal is also given on our official portal i.e <https://smporkolkata.shipping.gov.in/index.php> under **Tender** tab.

This portal is for submission of online Bids. Bidder Enrolment can be done using "**Online Bidder Enrolment**". The instructions given below are meant to assist the bidders in registering on the e-tender Portal, and submitting their bid online on the e-tendering portal as per uploaded bid.

More information useful for submitting online bids on the e-Nivida Portal may be obtained at: - <https://kopt.enivida.in>

GUIDELINES FOR REGISTRATION:

1. Bidders are required to enroll on the e-Procurement Portal (<https://kopt.enivida.in/bidderRegistration/newRegistration>) or click on the link "**Bidder Enrolment**" available on the home page of e-tender Portal by paying the Registration fee of **Rs.2000/- +Applicable GST**.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (**Only Class III Certificates with signing + encryption key usage**) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.
8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id **enividahelpdesk@gmail.com**/for activation of account.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters.
2. Once the bidders have selected the tenders they are interested in, you can pay the

Processing Fee (Not Refundable) by net banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option, which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click "New" to upload new documents.

SUBMISSION OF BIDS

1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by SMPK.
3. In case of BG, bidder should prepare the BG as per the instructions specified in the tender document. The BG in original should be posted/couriered/given in person to the concerned official before the Online Opening of Financial Bid. In case of non-receipt of BG amount in original by the said time, the uploaded bid will be summarily rejected.
4. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening

of bids etc. The bidders should follow this time during bid submission

6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
8. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

For any clarification in using eNivida Portal:

- 1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2 Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the Helpdesk Support.

Please feel free to contact eNivida Helpdesk (as given below) for any query related to e-tendering.

Phone No. 011-49606060/7278929467/8448288981

Mail id: - enividahelpdesk@gmail.com

COMMERCIAL TERMS & CONDITIONS

1 ELIGIBILITY CRITERIA

- 1.1** Reputed Organizations as a single entity is eligible to participate in the tender. Further, the bidder may be a person, private entity or government entity. No Consortium shall be allowed to participate in the tender.
- 1.2** The bidder shall submit evidence that the bidder has successfully executed **similar work** (both order letter and successful execution certificate to be provided) as per the following:
- (1) At least 3 similar works **each** worth not less than ₹ 6308063/- (Rupees Sixty Three Lakh Eight Thousand Sixty Three only) over a period of last 7 years ending on 31.08.2022 **or**
 - (2) At least 2 similar works **each** worth not less than ₹ 7885079/- (Rupees Seventy Eight Lakh Eighty Five Thousand Seventy Nine only) over a period of last 7 years ending on 31.08.2022 **or**
 - (3) At least one similar work worth not less than ₹ 12616126/- (Rupees One Crore Twenty Six Lakh Sixteen One Hundred Twenty Six only) over a period of last 7 years ending on 31.08.2022.
- NOTE 1:** **Similar work** shall mean having experience in Survey of land, Development, Commissioning and Maintenance of GIS based Land Asset Management Software.
- NOTE 2:** The term 'completed work(s)' means the executed / completed portion of work order, even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of completion certificate from the beneficiary to the effect that the job to this extent has been done by the bidder satisfactorily).
- 1.2.1** The details of the Technical Capacity shall be furnished by the bidder as per format at **Appendix – XI** and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.
- 1.2.2** The Technical capacity of an Associate of the bidder shall not be relied upon by the bidder.
- 1.3** The bidder shall submit Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e. 2019-2020, 2020-2021, 2021-2022).
- 1.4** The bidder shall submit average annual financial turnover during the above-mentioned period must be at least ₹ 4731047/- (Rupees Forty Seven Lakh Thirty One Thousand Forty Seven only).
- 1.4.1** The information is required to be submitted as per **Annexure – IX and certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.**
- 1.4.2** The financial capacity of an Associate of the bidder shall not be relied upon by the bidder.
- 1.5** The bidder shall submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First-Class Judicial Magistrate as per **Annexure - V** in case the bidder is not covered under ESI Act or exempted from it. In addition, an Indemnity Bond as per format given at **Annexure – VIII** shall also be submitted.
- 1.6** The bidder shall submit certified copy of 'Provident Fund Registration Certificate OR an Affidavit affirmed before a First Class Judicial Magistrate as per **Annexure -IV** in case the Bidder is not covered under Provident Fund Act or exempted from it.
- 1.7** The bidder shall submit certified copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard with an evidential document.

- 1.8** The bidder shall submit copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
- 1.9** The bidder shall submit self-certified copy of PAN.

2. BACKGROUND

The successful bidder shall be responsible for the Survey, Development, Commissioning and Maintenance of GIS based Land Asset Management System of Haldia Dock Complex, Syama Prasad Mookerjee Port at Haldia with comprehensive maintenance for a period of 5 (five) years.

A brief background of the existing projects to be integrated with the GIS based LAMS solution (clause 2.1-2.3) is given below, along with the 'Scope of Work' (clause 3), other terms & conditions and Deliverables for reference to understand the work by the successful bidder.

Background: Basic information about the Port, the existing Enterprise Business Application Software (EBAS) & the proposed (being implemented) Enterprise Business System (EBS) is given below for an adequate understanding of the intending responder.

2.1 Haldia Dock Complex-Syama Prasad Mookerjee Port, Kolkata

HDC, SMP is a premier dock system in eastern India under the Ministry of Shipping, Government of India handling vessels and cargo to cater to the demand of a vast hinterland. HDC, SMP manages around 2000 vessels annually and handles about 46 Million Metric Tons of cargo. There are 14 modern berths within the impounded dock system in addition to 3 riverine oil jetties & 4 Barge jetties.

2.2 Enterprise Business Application Software (EBAS)

Enterprise Business Application Software (EBAS) is a browser based online-integrated system covering all logical business activities of HDC, SMPK developed and maintained by National Informatics Center, Government of India. The 'Estate' module of this non-spatial EBAS shall allot land parcels on request obtained from the web-based GIS-based LAMS. As such, as part of the LAMS project, the EBAS is to be coupled with the GIS-based LAMS. This bi-directional (EBAS <-> LAMS) integrated environment may use a message interchanging application through a Tray Server.

2.3 Enterprise Business System (EBS)

- a) Indian Port Association (IPA), an apex body for major public sector Ports in India, has initiated an Enterprise Business System (EBS) project at five Major Port Trust including Haldia Dock Complex, Syama Prasad Mookerjee Port on behalf of the Ministry of Shipping comprising three core solutions viz. Port Operation Solution, Standard ERP Solutions and Auxiliary Solutions apart from other issues like infrastructure, change management, etc.
- b) The SAP ERP Solution will have Flexible Real Estate Management (REFX) module, which shall be used for Land Allotment and is expected to replace the existing Enterprise Business Application Software (EBAS) explained above.
- c) The non-spatial REFX module of the Enterprise Business System i.e., EBS & the GIS based LAMS shall work in an integrated manner for obtaining requests for land allotment, land allotment itself, publishing & sending of allotment information to end-users etc. The allotment information shall have to be correctly reflected on the GIS based LAMS on a near real-time basis.

Hence, a separate objective of this GIS based Land Asset Management System (LAMS) (spatial system) is to utilize the outcome/deliverables of this project as an input to a comprehensive & integrated system (viz. EBAS/EBS or any other new system responsible for land allotment at HDC, a non-spatial sub-system) capable of seamless information exchange between spatial and non-spatial sub-systems.

2.4 This requirement of HDC-SMPK can be met by the prospective bidder by choosing any technology / solution i.e. HDC-SMPK intends to highlight that the solution solicited from prospective bidder can be of any technology. However, it shall have to meet the requirement of HDC-SMPK based on the information contained in this document.

3 SCOPE OF WORK:

The successful bidder shall be responsible for survey of land, preparation of Geo-Referenced/Geo – Tagged maps and its associated features and publish over web portal for a period of 5 years from the date of successful commissioning of the solution including integration with the existing and forthcoming non-spatial system and maintaining the entire Integrated Land Assets Management System (LAMS) Solution which shall include but not be limited to the following:

PART A

I. SURVEY

3.1 The successful bidder shall, at his own cost, charge, expense, risk, manpower and other arrangements, be responsible for carrying out a survey of approx. 93.90004 acre of land of Dock Interior Zone (highlighted portion shown in **Annexure XIII**). The exact quantum of survey shall be shown during the execution of work by the concerned Divisions (Sh&CH and I&CF Divisions of HDC-SMPK). The bidder shall have to quote as the survey rate per square meter and the payment shall be made on actual basis viz. the actual square meter area to be surveyed during execution. The value of survey area may increase or decrease substantially. However, to reiterate, payment for survey shall be made at actual as per survey per sq. meter cost established. The 941 acre land of Dock Interior Zone of HDC-SMPK comprising all the physical features as mentioned in clause 3.3.a. has already been surveyed during the execution of the existing GIS system deployed in 2015. The coordinates and dwg/shp/kml file shall be provided to the successful bidder for its publishing.

3.2 The successful bidder shall be responsible for preparation of Geo-Referenced/Geo –Tagged maps of the surveyed land (approx. 1034.90004 collectively (93.90004 acre to be surveyed under this tender and 941 acre already surveyed in 2015) as mentioned in clause 3.1) and its associated features and publish over web portal for a period of 5 years from the date of successful commissioning of the solution including maintaining the entire Integrated Land Assets Management System (LAMS) Solution and the integration with the existing/running/commissioned EBAS AND the forthcoming EBS system or any system for land allotment.

3.3 Survey of land and its associated features:

- a. The survey shall be carried out by using Total Station (with linear accuracy of 5mm and angular accuracy of 2 seconds) & Differential Global Positioning System (DGPS) [atleast 1 metre accuracy] covering physical features like Dock boundary walls with gates and its allied structures, Storage Yards including Transit Sheds, Licensed plots (occupied and vacant), Other Miscellaneous Structures covering the following layers:

1	Poles & Towers	10	Railways	19	Railway installations
2	Roads	11	Marine Infrastructure Point	20	Cables (underground)
3	PPP / BOT Project	12	Electrical Installations	21	Storage Sheds
4	Pipelines (including underground)	13	Culverts	22	Boundary Pillars
5	Compound Walls	14	Bridges	23	Drains
6	Land Based Equipment	15	Water Supply Installations	24	Plantation / Horticulture Areas
7	Hydrants	16	Misc Structure Lines	25	Fire Services line
8	Buildings	17	Wharves	26	Gates
9	Yards	18	Bollards	27	Berths /jetties

- b. The survey may be performed using DGPS in real time or post processed mode. Data shall be duly Geo-referenced using Ground Control Points (GCP) collected by DGPS receivers. Levels shall also be taken from nearest Great Trigonometrical Survey Bench Mark (GTS BM) for the entire area.
- c. The accuracy of the area/perimeter calculated by the GIS system using the survey details must be within the bounds of permissible error of 2% with respect to actual measurement on the ground. The accuracy of location of any point must be within bounds of 1 m of the exact location.
- d. Preparation of Geo-Referenced / Geo-Tagged and projected base map of entire areas mentioned clause 3.2 under the Scope of Work to be done in a suitable scale in a layered configuration in such a manner that the specific associated features are accurately shown in the map with measurements like length and area.
- e. The maps must be capable of being viewed or printed in different scale and size enabling delivery of updated information about assets of HDC, SMP Kolkata.
- f. Accuracy matching of the area, asset features, etc. by superimposing satellite data / imagery, as necessary
- g. The maps shall capture all leased/Licensed land boundaries as well as vacant parcels of land and the involved CS/ LR plots therein from existing maps as an area feature and superimposed / matched on satellite data/imagery for land map creation.
- h. The solution must be capable of modification, checking, reproducing, storing, and retrieving the information so created.
- i. The survey details and information associated with the land and its various associated features prepared with Geo Spatial data (both Vector and Raster) /Metadata/Services shall have to be stored, hosted on Government of India cloud in a secure manner for consumption by internal and external stakeholders of HDC, SMP Kolkata.
- j. For accuracy matching and publication of Land Asset information on the website the aforesaid layers (as mentioned in the item as per SI. No. 3.3.a shall have to be superimposed over high-resolution multi spectral ortho-rectified satellite imagery. The satellite image is to be procured by the successful bidder from any authorized agency like NRSC-ISRO/ BHARATMAPS at their cost and arrangement and the satellite imagery should not be older than 6 months from the successful commissioning of the solution.
- k. The solution must be enabled to update any change in status/ nature of land viz, occupied to vacant/vacant to occupied, change in boundary demarcation, etc. on a real-time basis during the entire tenure of the contract. Such information, consequent to survey, shall be incorporated within the logical system and published, so that the updated information is available.
- l. The solution should have change analysis capabilities regarding land utilization /land cover change for which the base data would be retained and should have update capabilities & each time updated data in due course of time would be separately published as a separate layer.
- m. The bidder must submit the hard copy of the drawing of the site in a suitable scale in A0 size. The bidder shall submit one hard copy and soft copy in CD/DVD of all draft drawings for review and approval of HDC. After approval, specified prints of all the final maps on high-quality paper along with two sets in soft format (.dwg and .shp) in a CD/DVD shall be submitted by the bidder.

- n. The area which will be earmarked for the survey (only the area which is to be surveyed under this tender) have to be divided into small plots of 1000 sqm each and shall be properly demarcated.
- o. Vehicle for carrying equipment/visiting HDC for the project shall have to be arranged by the successful bidder.
- p. It shall be the responsibility of the successful bidder to employ qualified and skilled personnel to execute Comprehensive Survey of land & its various associated features and preparation of Geo-referenced & Geo-tagged maps.
- q. Any additional survey required during the tenure of the contract beyond that stipulated at clause 3.2 shall have to be carried out by the successful bidder at the quoted unit cost. The bidder shall also ensure deliverables of such additional survey carried out, if any, at par with the other deliverables of survey for quantum mentioned at clause 3.3 above including software, hosting etc.

II. DEVELOPMENT AND COMMISSIONING OF SOFTWARE SOLUTION

3.4The successful bidder shall have to develop, commission and maintain web-based application and mobile software solution, where the Port Stakeholders apply for fresh plot allotment, renewal or surrender of their existing allotted plot.

3.5The website for GIS based application must be Open Geospatial Consortium (OGC) and Guidelines for Indian Government Websites (GIGW) compliant. The successful bidder shall accordingly be responsible for publishing, updating & maintaining the secure, GIGW compliant web portal during the entire period of the contract.

3.6The successful bidder shall carry out the system study, requirements gathering to design the proposed solution considering the existing plot allotment procedure to be followed at HDC, SMPK.

3.7The plot allotment procedure is explained below:

- a. Plots are allotted inside the dock interior zone mainly for storage of import/export cargo.
- b. Plots are primarily allotted in favour of importers / exporters / C & F agents (for Nepal Bound Cargo) on ship-to-ship basis / 180 days / 330 days. However, plots may also be allotted in favour of C&F agents of Nepal bound cargo for a period of 330 days against a MGT commitment and may also be allotted to C&F agents, Steamer Agent, Handling Agents through tender cum auction for a period of 5 years.
- c. Plots are allotted in multiples of 1000 sq. mtrs. Vacant possession of the plot will also be taken back in multiple of 1000 sq. mtrs. only.
- d. Allotment / renewal of plot shall be done in case sufficient balance is available in the LCAN deposit (Land Credit Account Number) of the concerned applicant / licensee to cover the bill amount for the entire duration of the proposed allotment renewal of plots so that the same amount can be adjusted from the LCAN account.
- e. If the Licensee is eligible for getting / extension of license, then they will be required to apply for renewal / extension within the ongoing license period. In case the licensee fails to apply for further extension of license within the ongoing license period then for delayed application interest will be levied @ 12% per annum from the date of expiry of the license till adjustment of the license fees for the extended period from the LCAN

account. However, if the licensee fails to apply within 15 days from the expiry of the license, license will be considered as terminated and compensation charges will be levied for occupation beyond the original license period.

- f. Allotment / Renewal of license depends upon the extant Land Allotment Policy which is approved by the BOT from time to time.
 - g. The plots measuring 1000 sq. mtrs. each are demarcated and have unique plot ID. License are issued under a single plate no. (Generated by internal EBAS or forthcoming EBS System) comprising one /more plot IDs.
 - h. The bidder shall have to develop the system where the virtual plot partitions are visible in the web-based software viz. GIS-based Land Allotment and Management System (LAMS).
 - i. Through this system, the virtual storage areas will be correlated with the existing plots, which are licensed to different stakeholders of the Port.
 - j. Planning and execution shall be facilitated through this system. The system must have simple and advanced query features through which queries can be made on an available dataset for planning.
 - k. The application for fresh allotment/renewal of license is done by the applicant in the web-based application which gets reflected in the non-spatial EBAS System.
 - l. The land and estate management software module of the aforesaid integrated EBAS System takes care of operational activities related to land allotment at HDC, once the online application has been received through the GIS based LAMS On the basis of the said application, recommendation is done by T.O.(Sh&Ch) Division of HDC in the EBAS. Once the recommendation is done in EBAS system, it generates a unique plate no against the said recommendation. The SD amount gets blocked from the party's LCAN. On the basis of the plate no. offer is issued and sent to the concerned applicant for acceptance.
 - m. Once acceptance is given by the applicant possession is done in the EBAS. During possession the plot IDs as mentioned in the EBAS get blocked and marked as Red in the GIS. Billing data is generated as per the actual allotment and the same is transmitted to Finance Division for billing. Finance raises the advance bill and the billing amount gets credited from party's LCAN. The finance software module of EBAS takes care of the financial perspective of the same. As indicated, these modules are integrated in nature. The forthcoming EBS System will replace EBAS and hence, the internal procedure of land allotment and payment scenarios will be dealt by the EBS System only.
 - n. If the concerned licensee surrenders the plot within the license period, surrender posting is done in EBAS and the plot ID gets vacated and credit note data is generated by the system and Finance Division processes the same which gets reflected in party's LCAN.
 - o. If the applicant fulfils the criteria for extension of license, the applicant has to apply for the extension through web-based portal (GIS-based LAMS) and the same is reflected in the EBAS. If the licensee is not eligible for getting extension, compensation is marked in the EBAS and bills are raised accordingly.
 - p. For refund of SD and Financial closure recommendation is sent to Finance through EBAS.
- 3.8** The proposed system shall have range-based query features with outputs capable of being highlighted in different color schemes, various quantitative analysis features, display of operational and financial information of existing and proposed stakeholders, fast location

search facility to identify any location on the map as well as a display of location information by clicking on the map.

- 3.9** The proposed system shall have Zooming and planning facility and report generation both on-the-fly as well as using pre-defined input parameters.
- 3.10** The system shall have an easy interface with the stakeholders. The web applications should be user friendly and there should be advance query features with user preferable search option (e.g. cargo specific search) that should enable the users to get multi-layered reports. Features like Role based User Management, Access Management, Dashboard, map Navigation, Attribute Information, Location Search, Spatial Analysis, Query Module, Thematic Map view, Reports etc. shall be from part of the scope of work of this tender.
- 3.11** The successful bidder shall have to develop both desktop browser based and mobile application for the software solution. The same need to be updated & maintained. The system shall send real time notifications for the following:-
- 3.11.1** Confirmation messages for the following:
- a) Possession of Plots
 - b) Renewal/compensation of plots
 - c) Acceptance of surrender
- 3.11.2** Warning messages for the following:
- a) Low LCAN balance
 - b) Negative LCAN balance
 - c) Plots that will be eligible for compensation in near future (e.g. one week)
- 3.11.3** Statements for the following:
- a) Present possession of Plots
 - b) Monthly LCAN statement
 - c) Copy of generated invoice

Note: The successful bidder shall be responsible for deployment of necessary SMS or email server for generation of above notifications/statements.

- 3.12** The location of the user standing in a plot must be reflected in the GIS mobile app installed in a cell phone (android/iOS) having GPS functionality.
- 3.13** The successful bidder shall be exclusively responsible for hosting the entire solution on the Government of India cloud in a secure manner. The URL for accessing the LAMS application must also be configured at HDC-SMPK website and must be accessible from [https://smportkolkata.shipping.gov.in/index.php?layout=1&lang=1->Haldia Dock Complex tab -> Links tab -> GIS - Dock Interior Zone](https://smportkolkata.shipping.gov.in/index.php?layout=1&lang=1->HaldiaDockComplextab->Linkstab->GIS-DockInteriorZone).
- 3.14** The successful bidder shall be required to sign a 'Non-Disclosure Agreement' with HDC, SMPK for the entire period of contract.
- 3.15** The successful bidder shall be exclusively responsible for publishing, updating, and maintaining all services of the web portal and the mobile application (here web compliance to be provided "The commissioned portal shall have to be GIGW compliant and STQC certified." The certification shall have to remain valid during the entire period of the contract, for which purpose renewal, if required, prior to expiration following prescribed procedure, shall be the responsibility of the successful bidder).
- 3.16** The successful bidder shall be exclusively responsible for maintaining high-availability (at least 95% uptime) of this secure portal service. For this purpose, the successful bidder

shall have to submit an 'Uptime Report' from the concerned service provider once every quarter before processing of bills.

- 3.17** The successful bidder shall be exclusively responsible for establishing the cyber-security of the entire solution. The portal service must be hosted in an SSL environment for which the successful bidder shall be solely responsible for arranging a secure SSL certified server environment.
- 3.18** The successful bidder shall be exclusively responsible for submission of required cyber security audit certification for the web portal & mobile application from any of the CERT-In empaneled vendors each year i.e. for 4 times during the comprehensive maintenance contract for 5 years at their own cost & effort. Renewal etc. shall be the exclusive responsibility of the successful bidder.
- 3.19** The "Engineer of the Contract" may carry out an audit of the solution being offered independently or by engaging a third-party agency. It shall be the exclusive responsibility of the successful bidder to ensure the same as and when desired by the "Engineer of the Contract".
- 3.20 REPORTS:** The successful bidder shall be responsible to develop approximately 50 business & financial reports and 20 Business Intelligence Reports. The Key Performance Indicators (KPI) shall be finalized by the User Divisions viz. Shipping & Cargo Handling (Sh&CH) and Administration Division of Haldia Dock Complex, SMPK during requirement study with the successful bidder. An informal classification can be described as follows:
- a. **Dock Interior Zone Report:** This generates the consolidated report of all plots.
 - b. **Rent Demand Register Report:** This report is specific to a plot. It gives information about the rent of the selected plot.
 - c. **Plot Payment Details Report:** This generates a report of all the financial details of a plot.
 - d. **OSA (Open Storage Area) Rent Bill Details Report:** This generates a report containing the bill information after paying the rent for a plot.

In addition, the successful bidder shall be liable to submit report (s) in structure and format desired by SMPK-HDC in frequency desired, for which necessary mechanism shall have to be put in place by the successful vendor.

III. THE INTEGRATION WITH EXISTING EBAS (NIC System) AND FORTHCOMING EBS:

- 3.21** The successful bidder shall be exclusively responsible for any application software changes / updates at the LAMS, which may be required to ensure an integrated LAMS (i.e., the spatial system) with the existing EBAS (i.e., the non-spatial system) such that the allotted plot information is correctly reflected on near real-time basis at the spatial web application (LAMS).
- 3.22** The successful bidder shall be exclusively responsible for the integration of the web-based LAMS system with the existing EBAS and to ensure an updated mobile application consistent with the existing EBAS such that the allotted plot information is correctly reflected on near real-time basis at the spatial web application (LAMS) without losing data integrity and confidentiality specific to stakeholders (refer EBAS at clause 2.2).
- 3.23** The successful bidder shall also be deemed responsible for the integration between the LAMS and the 'Enterprise Business System' (refer EBS at clause 2.3) presently being implemented, this being a five Port ERP project initiated by Government of India (similar to the existing EBAS) such that the allotted plot information is correctly reflected on near real-time basis at the spatial web application (LAMS) without losing data integrity and

confidentiality specific to stakeholders. The exchange of information shall be API or messaging based where API would be given higher preference over messaging. For information, the REFX module of SAP is to be implemented as part of the ERP project and the successful bidder shall be required to be integrated LAMS with EBS at no EXTRA COST. This scope shall include all work necessary for integration development and subsequent maintenance of the LAMS for the period of five years.

3.24 Integration with existing NIC (EBAS) modules:

- a. The successful bidder shall be responsible to integrate the GIS based LAMS System with EBAS till the new System viz. Enterprise Business System (EBS) replaces the EBAS System completely (refer EBS at clause 2.3).
- b. As indicated earlier, the existing logical system of land and estate management of HDC, SMPK is done using the integrated Estate & Finance application software modules developed and maintained by NIC at HDC, SMPK. The proposed solution would be required to, after initial survey & preparation and population of spatial information, integrate itself with the existing integrated application software system in a manner such that the proposed spatial system works on and reflects the inputs made in the existing non-spatial software system.
- c. For this purpose, the proposed LAMS need to communicate with the existing application system developed by NIC and running at HDC, SMPK through message exchange in TXT or XML format / exchange information using program calls or API. In any case, such exchange would have to be established in an automated manner by the successful bidder.
- d. Continuous exchange of information between the existing non-spatial system and the proposed spatial system in an automated manner while remaining in sync is a primary objective, for which necessary referencing of the two systems shall have to be established. The successful bidder shall be responsible for keeping the spatial system synchronous by common references.
- e. The successful bidder shall strive to ensure that necessary interaction is maintained on a regular basis with HDC, SMPK and NIC to complete the project within the specified time frame.

3.25 The successful bidder shall be exclusively responsible for proper backup & restoration, archiving, etc., as per business continuity plan to be firmed up in consultation with HDC-SMP, Kolkata.

3.26 The successful bidder shall be exclusively responsible for supply and maintaining any hardware and software required for survey as per clause I, development of solution as per clause II, integration with the existing and forthcoming systems as per clause III under 'Part A' of Scope of Work. All system & application software licenses must be updated at the time of delivery & commissioning and shall be in the name of Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata.

3.27 TRAINING: The successful bidder shall have to train identified personnel of HDC, SMPK as well as stakeholders of HDC, SMPK, when necessary, initially after commissioning the system and for each year for the next four years as refresher training. Such training shall include general, operational and system administration aspects of the solution at no extra cost to HDC-SMPK.

3.28 The successful bidder shall be required to obtain "Gate Pass" from HDC Authority/its representatives on chargeable basis at cost for entry into the dock zone as well as for taking out any equipment during/after commissioning of the system.

3.29 The successful bidder shall have to interact/liason with concerned personnel looking after land allotment of Dock Interior Zone (DIZ) for any update regarding business logic.

3.30 DELIVERABLES

- a) All work as per Scope of Work.
- b) System Requirement Study Document for GIS-based LAMS
- c) System Design Document
- d) System User Manual
- e) System interface document for integration of existing Enterprise Business Application Software with GIS based LAMS
- f) System interface document for integration of SAP-REFX module of Enterprise Business System with GIS based LAMS
- g) Survey outputs in hard & soft copy each time whenever updates are required (Five sets initially).
- h) Comprehensive coverage assurance for all components of this project in writing for the complete solution for 60 months from the date of complete Commissioning comprising Survey, development, integration & testing of the web application viz. GIS - based LAMS system and mobile application. This shall include all hardware, system software, application software, licenses (wherever applicable).
- i) Cyber security audit certification for the web portal & mobile application from any of the CERT-In empaneled vendors every year i.e. 4 times during the contract of 5 years from the date of Work Order.
- j) 'Non-Disclosure Agreement' with HDC, SMPK

3.31 A bona fide, reputed organization having experience in executing and /or certifying GIS based solution/(s) shall be engaged by the successful bidder with approval of HDC-SMPK as an Independent Certifying Agency (ICA). The cost and expenses towards such engagement shall be borne by the successful bidder. ICA will be responsible for the following:

- a. For quality/accuracy checks and ground truth against survey and GIS outputs or any deliverables in this regard to be delivered by the contactor.
- b. To certify that the compliance of accuracy criteria mentioned in the Scope of Work of the tender is ensured while delivering the outputs.
- c. To certify that the entire job has been undertaken and completed as per the Scope of Work (Part – A excluding maintenance portion) of the tender and to issue necessary Certificate based on which the Commissioning Certificate will be issued by HDC.
- d. Required checks may be carried out by the ICA in phases during execution of the job as may be necessary.

The ICA will be engaged till successful commissioning of the solution in totality.

PART B

MAINTENANCE

3.32 The successful bidder shall be responsible for post commissioning comprehensive maintenance support in entirety for a period of 60 months from the date of commissioning of complete software solution apposite to the clause 3.1–3.31 of this document.

3.33 During the comprehensive maintenance period, the successful bidder shall have to provide support six days a week and shall have to attend, isolate & rectify any fault(s) within 24 (twenty-four) hours (next business day in case of holiday) from the time of logging of the complaint by email/phone etc. for the entire work to the satisfaction of

General Manager (M&S), HDC-SMPK or his authorized representative as per 'Scope of Work'.

- 3.34** The successful bidder shall have to create a helpdesk system for rectification of any fault/issue. If the successful bidder fails to rectify any fault within 24 (twenty-four) hours from the time of lodging the complaint, the successful bidder shall be required to pay a compensation of ₹10000.00 per day or part thereof subject to a maximum of 5% of the contract value.
- 3.35** The successful bidder shall have to address/execute/resolve any/all issue(s), which shall include but not be limited to the integrated LAMS System, system software, application software, mobile application software, integration with various other systems etc. without any additional cost. Sufficient tools & spares for attending complaints shall have to be maintained by the successful bidder.
- 3.36** The successful bidder shall make good at his own expenses and risk all defects due to faulty design, material and workmanship of the solution and its commissioning as per provisions in the Tender Document, which may develop during a period of 60 (sixty) months from the date of "SUCCESSFUL COMMISSIONING OF THE SOLUTION". If any difference of opinion arises on any of the provisions of this clause, the decision of the General Manager (M&S), HDC, SMPK shall be final and binding on the successful bidder.
- 3.37** In default of above, the General Manager (M&S), HDC, SMPK will be at liberty to get the repair / replacement of any / all faulty equipment / solution, as applicable and its commissioning as per provisions in the Tender Document free of cost from the successful bidder without any obligation.

4 SPECIAL CONDITIONS OF THE CONTRACT

4.1 VALIDITY OF OFFER:

- a) The tender shall remain open for acceptance for a period of **180 days** from the date of opening of the same. If before expiry of this validity period, the bidder amends his quoted rates or tender, making them unacceptable to the Trustees and / or withdraws his tender, the Earnest Money deposited shall be liable for forfeiture at the option of the Trustees / sanctioning Authority. In such case, the bidder may be disqualified from bidding for any tender for a period of three years from the date of notification.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, SMP Kolkata may request the bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.
- c) A Bidder granting the request shall not be required or permitted to modify its bid, except when option to do the same has been specifically granted by SMP Kolkata, in writing.

4.2 EARNEST MONEY:

- a) Bid / Tender submitted without Earnest Money shall be rejected outright without any further reference to the Bidder whatsoever.
- b) Refund of Earnest Money deposited shall be done, subject to provisions of forfeiture of Earnest Money deposit, as indicated in this tender document, to the unsuccessful bidders, without interest, after selection of "Successful Bidder".
- c) The Earnest Money shall be forfeited if the bidder withdraws its offer during the interval between the last date and time of submission of the offer i.e. **1500 hrs.** on October 20, 2022 or any extension thereof and expiration of the validity period of the offer including extension thereof.
- d) In the case of Successful Bidder, this amount may be adjusted against the Performance Guarantee or refunded without interest after submission and acceptance of the Performance Guarantee.
- e) The Earnest Money deposit shall be forfeited if the Bidder submits any forged document(s).
- f) The Earnest Money deposit shall be forfeited as per the other provisions specifically mentioned in this Tender Document.
- g) Micro & Small Enterprises (MSEs) registered under MSME and registered with NSIC (under Single Point Registration Scheme), are exempted from depositing Cost of Tender Document and depositing Earnest Money for the items they are registered with NSIC, (a) having valid NSIC Certificate and (b) MSME Certificate/Udyog Aadhaar or UDYAM Certificate.

4.3 PRE-BID MEETING:

- a) A Pre-Bid meeting shall be held on October 14, 2022 at 11:00 AM at the Office of the Senior Deputy Manager (Administration) - I, Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata at Jawahar Tower; Haldia Township; Purba Medinipur; West Bengal, India; PIN – 721607. Interested Bidders may participate, if they so desire.
- b) The intending bidders are advised to forward their queries, relating to any aspect mentioned in the tender document or any clarification required, in advance and forward the by email within October 13, 2022 to cchatterjee.hdc@kolkataporttrust.gov.in AND jayanto.hdc@kolkataporttrust.gov.in so that the same may be discussed / clarified in the Pre-Bid meeting. During the Pre-Bid meeting, queries received in advance would be clarified first followed by those raised during the meeting.

Authorized representative (s) of the prospective bidders will be allowed to attend the pre-bid meeting, should submit their authorization in this regard. The signature of such designated person (s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person should have to submit the proof of his identity through other means.

- c) HDC-SMPK will furnish response to all such queries including the description of the queries (without identifying the sources raising such queries) in the websites, as specified in the Notice-Inviting Tender including modifications / amendments, if any, to the terms and conditions of the original tender, scope of work etc., which the intending bidder is to note for submitting their tender.

The amendments / modifications / clarifications shall be hosted in the form of an "Addendum / Corrigendum", which shall become an integral part of the tender document for all purposes and shall be binding on the bidder.

- d) Necessary Gate Pass/Dock Entry Permit, for entering into the Dock area, will be issued to the designated representative(s) of the prospective bidders, on chargeable basis [as per the extant "Scale of Rates" of SMP Kolkata, available at <http://www.smporkolkata.shipping.gov.in/> of SMP Kolkata (FORMERLY KOLKATA PORT TRUST)], to visit the site, for the purpose of inspection only, on receipt of a formal written request. Any other cost or expense incurred by the bidder for inspection of site or any preparatory activities for submission of bid will not be reimbursed by HDC-SMPK. The signature of such designated person(s) should be attested by the authorized signatory of the prospective bidders. Otherwise, the designated person(s) should have to submit proof of his/their identity through other means. Such prospective bidder will be fully responsible for any injury (whether fatal or otherwise) to its designated representative(s), for any loss or damage to property, or for any other loss, damage, costs and expenses whatsoever caused, which, but for the granting of such permission, would not have arisen.

The prospective bidder will be liable to indemnify SMP Kolkata against any loss or damage to the property of SMP Kolkata or neighboring property, which may be caused due to any act of prospective bidder or their designated representative(s).

- e) Attending the Pre-Bid meeting will be helpful for the intending bidder but is not mandatory.

4.4 PRICE BID

- a) Rate must be quoted as per "PRICE SCHEDULE (BOQ Excel Sheet) available in the portal and upload the same as per rule.
- b) Rate must be quoted F.O.R Jawahar Tower, Administration Division at Haldia Township including all charges involved.
- c) Only unit rate must be quoted in the "Schedule of Rates" and this MUST EXCLUDE the GST component.
- d) All quoted rates will remain firm during the validity period of the bid/offer, including any/all extension thereof, agreed by the bidder.

However, changes in statutory taxes & duties [other than GST] will be adjusted (within the scheduled completion period), based on the documentary evidence.

4.5 DUTIES AND TAXES:

- a) The rate quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.
- b) General Terms & Conditions:

- i) Supplier/service provided to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is made.
 - ii) The successful bidder 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. The successful bidder 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 successful bidder and details available with Syama Prasad Mookerjee Port, Kolkata, then payments are to 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 SMPK, Kolkata 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.
 - iii) Syama Prasad Mookerjee Port, Kolkata has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the successful bidder. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of successful bidder shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
 - iv) Supplementary invoices/Debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by the successful bidder for a particular year before September of the succeeding Financial Year.
 - v) The purchase order/work order shall be void, if at any point of time the contractor is found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
 - vi) If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.
- c) SMP, Kolkata is entitled to claim benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 and accordingly, the successful bidder would not be entitled to claim any benefit under same scheme against amount realized from services rendered under the contract. In case any other scheme to be notified under subsequent Foreign Trade Policy, if SMP, Kolkata is entitled to claim any benefit, the successful bidder would not be entitled to claim the same benefit against any money realized against services rendered under the contract.

The successful bidder would not claim any benefit under Service Exports from India Scheme formulated under Foreign Trade Policy, 2015-20 or any other such Scheme to be notified under subsequent Foreign Trade Policy against any amount paid by SMP, Kolkata to the successful bidder for the services rendered under the contract, without prior written approval of SMP, Kolkata. In case of any default in this account, the amount claimed by successful bidder would stand recoverable by SMP, Kolkata with interest and in case the successful bidder fails to pay the same on demand, the SMP, Kolkata would be entitled to recover the same from any amount payable by SMP, Kolkata to the successful bidder on any account and failing which by way of encashment of any Bank Guarantee/Security Deposit maintained by the successful bidder.

4.6 EVALUATION OF TECHNO COMMERCIAL BID:

- a) The techno commercial offers of the bidders found responsive will then be evaluated as per eligibility criteria and tender terms and conditions as laid down in this tender document.

- b) HDC-SMP, Kolkata reserves the right to get the financial capability of the bidder verified from the Annual Accounts of the bidder (to be submitted along with Techno Commercial Bid) and in case of any discrepancy found, findings, as will be ascertained by HDC-SMP, Kolkata, shall prevail for the purpose of evaluation.
- c) Mere submission of offer / participation shall not mean that it shall be automatically considered qualified and entertained. Such qualification will be done at the time of evaluation of offers.

4.7 CLARIFICATION DURING EVALUATION PROCESS: To assist in the process of evaluation of Tender, HDC-SMP, Kolkata may, at its sole discretion, ask any bidder to provide original documents or additional documents/details related with submitted documents or seek clarification in writing from any bidder regarding its offer. The request for providing such additional details/documents and/or clarification and the response shall be in writing. HDC- SMP, Kolkata reserves the right to reject any offer, which is non-responsive.

4.8 EVALUATION OF PRICE BID:

- a) The evaluation of the rates will only be made for the techno-commercially qualified bidders. Price Bid opening time and date shall be intimated separately to the techno commercially qualified bidders.
- b) Evaluation will be made on the lowest (L1) landed price excluding GST quoted among the techno-commercially qualified bids subject to the fulfilment of necessary tender conditions. This quoted rate MUST NOT include GST component. The "Grand Total" value of "Schedule of Rates" shall only be considered to ascertain the lowest bidder.
- c) If the lowest rate is quoted by more than one bidder, the bidders concerned offering the lowest rate will be required to submit rebate on such rate within 3 days from the date of opening of Price Bid, in sealed cover to ascertain the revised successful bidder.
- d) HDC-SMP, Kolkata, at any stage, reserves the right to accept or reject any or all the offers without assigning any reason whatsoever.
- e) As this is an e-Tender, the price bid allows quote to be made in figures only. No provision exists to mention / upload the quote in words. The intending bidder must note that (i) only unit price need to be quoted and (ii) the quote must **not** include GST component.
- f) "Grand Total" is the summation of "Sub Total (A)" and "Sub Total (B)" and shall be calculated automatically by multiplying the rate(s) quoted per line item with the "Multiplicative Factor". Only the "Grand Total" value shall only be considered for evaluation of lowest bid. Considering GST environment, it is mandatory for the bidder to indicate the details, nature and percentage of taxes, levies, and statutory charges (as applicable) in the techno-commercial bid as per Annexure - X.

4.9 ACCEPTANCE OF ORDER LETTER:

- a) After finalization of the tender, HDC-SMP, Kolkata shall issue "Order Letter" to the successful bidder.
- b) Pending execution of Contract Agreement, the "Order Letter" and its acceptance by the successful bidder shall be construed as an Agreement between HDC-SMP, Kolkata and the successful bidder for fulfilling the scope of work and obligation of the contract by the successful bidder.

- c) All costs, charges and expenses etc. to be incurred in connection with Contract Agreement/Bank Guarantee(s) etc. including Stamp Duty in connection with contract shall be borne by the successful bidder.

4.10 CONTRACT AGREEMENT: The successful bidder shall be required to execute at his own cost and expenses a "Contract Agreement" on a Non-Judicial Stamp paper valued at ₹ 100.00 or more signed jointly with HDC- SMP, Kolkata under official seals within a period of 30 days from issuance of Order Letter. Format of the agreement shall be as per Annexure-VII.

4.11 DELIVERY: All activities as per "SCOPE OF WORK" comprising survey, development & maintenance of equipment / software to be supplied and commissioned by the successful bidder within **180 days** from the date of order letter. This shall be termed as "**SUCCESSFUL COMMISSIONING OF THE SOLUTION**" for **Part A** of the Scope of Work. **Part B** shall commence after "**SUCCESSFUL COMMISSIONING OF THE SOLUTION**" for **Part A** of the Scope of Work. On successful commissioning of the solution, a certificate to that effect shall be issued by the Engineer of the Contract based on the certificate of compliance of the Scope of Work (**Part - A**) is given by the ICA. On successful commissioning of the solution in totality (which comprises **Part A** and **Part B** of SOW), a certificate to that effect shall be issued by the Engineer of the Contract based on the certificate of compliance of the entire Scope of Work.

4.12 DURATION OF CONTRACT: The duration of contract shall be of Five years (Sixty months) from date of "**SUCCESSFUL COMMISSIONING OF THE SOLUTION**" for **Part A** of the Scope of Work.

4.13 The successful bidder shall execute the work with the close liaison with the concerned Division of HDC, SMPK.

4.14 OWNERSHIP AND LICENSE

- a) The ownership of all bespoke software developed, GIS solutions customized or configured for the project would always be with HDC, SMPK. All applicable licenses, source code etc. of any software developed related to the project would be in the name of the purchaser, viz. HDC, SMPK and the same cannot be used anywhere without prior permission of HDC-SMPK. HDC-SMPK shall be the owner of all source code and licenses, as applicable.
- b) In case of any update/ upgrade of software application, the successful bidder shall provide the latest available modified source codes in new set of CDs and any other electronic media to purchaser. The successful bidder shall provide a cover letter / affidavit that the source code provided is the latest available modified source code. The same shall be made available and maintained in a version control system for HDC, SMPK.
- c) The required system software licenses shall be genuine, perpetual, full use and should provide upgrades, patches, fixes, security patches and updates directly from the OEM. All the licenses and support (updates, patches, bug fixes, etc.) should be in the name of HDC, SMPK. The successful bidder shall provide a comprehensive warranty that covers all components after the issuance of the final acceptance by HDC, SMPK. The warranty should cover all materials, licenses, services, and support for both survey maps, hardware and software. The successful bidder shall administer warranties with serial number and warranty period.
- d) The successful bidder shall handover the entire solution including updated survey map, source code, license, documentation and transfer all the warranties to HDC, SMPK at no additional charge at the time of termination of the project. All warranty documentation (with valid warranty) will be delivered to HDC, SMPK (after commissioning of the solution).

4.15 LIQUIDATED DAMAGE:

In the event of successful bidder failing to execute the works under Scope of Work (excluding maintenance portion) and successfully commission the solution within the stipulated time frame or such extensions thereof as may be allowed by the "ENGINEER OF THE CONTRACT" in writing, the successful bidder shall be required to pay as compensation, and not as penalty, @ ½% of the (order value of the Part A of the Price Bid) total value of the order for delay in commissioning of every week or part thereof, provided the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10% of the total order value (order value of the Part A of the Price Bid).

HDC, SMPK may without prejudice to any other method of recovery, deduct the amount of such damages from any amount which is due or which may become due to the successful bidder. The payment or deduction of such damages shall not relieve the successful bidder from the obligation to complete the contract provisions / liabilities or from any other of his obligation or liabilities under the contract. In case of failure of the bidder and at the absolute discretion of the 'ENGINEER OF THE CONTRACT', the work may be ordered to be completed by some other agency at the risk and expense of the bidder. GST as per prevailing rate will be applicable on the amount of compensation deducted.

4.16 SECURITY DEPOSIT:

- a) The successful bidder, at own expense, shall have to keep with HDC, SMPK a Security Deposit **amounting to 3% of** the Order Value for the entire period of contract plus three months either in the form of 'CTS – 2010' benchmarked Demand Draft / Banker's Cheque / Pay Order of any Nationalized / Scheduled Bank of India, in favour of "SYAMA PRASAD MOOKERJEE PORT, KOLKATA, Haldia Dock Complex", payable at par at Haldia OR in the form of Bank Guarantee as per Appendix VI within 30 days from the date of Order Letter. If the successful bidder fails to pay the Security Deposit as indicated above, the Security Deposit will be recovered from the bill of the successful bidder.
- b) The Security Deposit shall be held by the "ENGINEER OF THE CONTRACT" as security for the performance of the successful bidder's obligation under the contract. The Security Deposit shall be refunded without interest after successful completion of the entire period of contract plus three months subject to recovery of damage and / or loss incurred, if any, by HDC, SMPK due to default on the part of the successful bidder.
- c) The "ENGINEER OF THE CONTRACT" shall have the right to ask for the extension of the Security Deposit till such time the Contractual obligations are fulfilled and successful bidder will be duty bound to extend the same.

4.17 PAYMENT:

- a) Payment shall be made strictly as per provisions of the Schedule of Rates (SOR). No other charges shall be admitted or paid.
- b) Payment for PART A of "SCOPE OF WORK" (as per price bid / final value) shall be made in parts after "SUCCESSFUL COMMISSIONING OF THE SOLUTION" **for each segment** of Part A of the Scope of Work and after issuance of certificate by the Engineer of the Contract for Part A **for each segment** as defined under clause 4.11 of the tender document.
- c) Payment for **applicable segments** of PART B (as per price bid / final value) of "SCOPE OF WORK", which has been successfully completed, shall be made after every 6 months on successful completion of comprehensive maintenance support in entirety for a period of 60 months from the date of commissioning. The payment shall be made after successful service.

- d) Payment, subject to relevant conditions of the contract like Performance Guarantee, etc., shall be made after submission of clear, correct, and complete bills (GST compliant) along with related documents (Uptime Report) as required by Engineer of the Contract. As payment shall be made electronically, the successful bidder is required to submit Bank Particulars along with the bill.
- e) For non-fulfillment of any obligation under the contract, HDC-SMPK reserves the right to withhold the payments due to successful bidder in part or full till such period as HDC, SMPK may consider necessary for due performance by the successful bidder.
- f) The GST amount shall be paid extra as applicable on actuals on submission of the required documents.

4.18 EVENT OF DEFAULT CASES:

Any one or more of the following will construe the successful bidder's event of default:

- a) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.
- b) If representation made, or documents / certificates submitted or given by the successful bidder during the tendering stage or during the currency of the contract is / are found to be false or misleading.
- c) The successful bidder is adjudicated bankrupt or insolvent.
- d) The successful bidder assigns or transfer job as per provisions of the contract to any third party without permission from HDC- SMP, Kolkata.
- e) If there is any change in control / ownership of the contractor arising from sale, assignment, transfer without prior permission of SMPK.
- f) If the successful bidder, through its employees, get engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited / unlawful activities.
- g) If any component of the commissioned solution remains non-operative/ the commissioned solution as a whole remains out of commission [reference clause 3.33 & 3.34] during the contract period for a continuous period of more than 15 days in a year (365 days). Year 1 in this case is to be reckoned from the date of issue of commissioning certificate.
- h) If any component of the commissioned solution remains non-operative/ the commissioned solution as a whole remains out of commission during the contract period for a cumulative period of more than 30 days in a year (365 days). Year 1 in this case is to be reckoned from the date of issue of commissioning certificate.

4.19 TERMINATION OF CONTRACT:

- a) If at any point of time during the period of contract it is observed that supply / services under the provisions of this contract is not being rendered in part / full or is not up to the satisfaction of HDC- SMP, Kolkata and / or the legal obligations in respect of contract are not being fulfilled by the successful bidder, the General Manager (M&S), HDC- SMP, Kolkata through his authorized representative shall assess the position and if he is of the opinion that the service is not to the satisfaction of the authorities of HDC- SMP, Kolkata and /or legal obligations are not being fulfilled by the successful bidder, General Manager (M&S), HDC- SMP, Kolkata shall terminate the full or part of the contract after giving 30 days' notice and his decision in the matter shall be final and binding on the successful bidder.
- b) During the termination notice period of 30 days as above, the successful bidder may be asked by HDC- SMP, Kolkata to continue to discharge its obligations under the contract as may be mutually agreed upon with the objective, as far as possible, of ensuring continued availability of the facilities and services.

- c) Upon termination of the contract, for any of the reasons indicated above, the General Manager (M&S), HDC- SMP, Kolkata shall be entitled to execute the balance work as per the scope of work at the risk and expenses of the successful bidder through any independent agency for the balance / remaining period of the contract and to recover from the terminated successful bidder in addition to any other amount, compensation or cost of damages that HDC- SMP, Kolkata is entitled to in terms of the other relevant clauses in the contract. HDC- SMP, Kolkata will be entitled to retain or deduct money due under the contract from any amount due to the successful bidder under any other contract.
- d) Security Deposit would be liable to forfeiture in case of pre-mature termination of the contract owing to breach of contractual obligation(s) by the successful bidder.
- e) No compensation whatsoever shall be paid by HDC- SMP, Kolkata to the successful bidder in the event of termination of the contract.
- f) If after termination, any amount is due to be paid by HDC-SMP, Kolkata to the successful bidder, the same shall be paid after adjustment of the dues and damages receivable by HDC- SMP, Kolkata from the successful bidder.

4.20 INDEMNIFICATION:

- a) The successful bidder shall indemnify and keep indemnified HDC- SMP, Kolkata and its every member, officer and staff against all actions, proceedings, claims, costs and expenses whatsoever in respect of or arising out of any action, failure or default by the successful bidder in due performance of his/their obligation under this contract.
- b) The successful bidder shall indemnify HDC- SMP, Kolkata from the possible future demand of workers / employees engaged by them under this contract, for absorption in HDC- SMP, Kolkata. It will be the responsibility of the successful bidder to find a solution for such demand if it arises.
- c) In case the bidder/s are not covered under the ESI Act, they must additionally indemnify HDC-SMP, Kolkata in a Non-Judicial Stamp Paper, against all damages and accident occurring to his personnel. For this purpose, the successful bidder shall be required to submit Indemnity Bond as per Annexure -VIII.

4.21 It shall be the responsibility of the successful bidder to ensure that partial/full contract shall not be assigned to any other agency.

4.22 FORCE MAJEURE:

Force Majeure Event shall mean any event or circumstances or a combination of events and circumstances not attributable to the Contractor like those as set out hereunder or the consequences thereof which may materially and adversely affect the Contractor in due performance of its various obligations under the contract.

- a) Acts of God, heavy and incessant rain, dense fog severely affecting visibility, storm, cyclone, hurricane, flood, tsunami, earth quake, fire / smoke etc. (to the extent originating from a source other than the equipment to be supplied, installed, operated and maintained by the Contractor).
- b) Strike, boycotts or other forms of labour unrest (excluding strike or boycotts by the employees of the Contractor or by the employees of the agents / representatives / sub-contractors engaged by the contractor) and labour disruptions or any other

industrial disturbances not arising on account of the acts or omissions of the contractor.

- c) An act of war, riot etc.
- d) Industry wide or Statewide strikes or industrial actions.
- e) Any civil commotion, boycott or mass agitation which prevents the contractor in supplying /operating the equipment under the provisions of the contract.

4.22.1 NOTICE OF FORCE MAJEURE EVENT:

- a) The Contractor shall give notice to SMP, Kolkata in writing of the occurrence of the Force Majeure Event as soon as the same arises which in any event shall be within 24 hours from the time of occurrence.
- b) The notice shall inter-alia include full particulars of:
 - (i) the nature, time of occurrence and extent of the Force Majeure Event with evidence in respect thereof,
 - (ii) the duration or estimated duration and the effect or probable effect which such Force Majeure Event has or will have on the Contractor to perform its obligations under the contract,
 - (iii) the measures which the Contractor has taken or proposes to take, to alleviate the impact of the Force Majeure Event, and
 - (iv) any other relevant information.

4.22.2 PERIOD OF FORCE MAJEURE: Period of Force Majeure shall mean the period from the time of occurrence specified in the notice given by the Contractor in respect of Force Majeure Event until the earlier of:

- a) expiry of the period during which the Contractor is excused from performance of its obligations OR
- b) termination of the contract,

4.22.3 PERFORMANCE EXCUSED: The Contractor to the extent rendered unable to perform its obligations or part thereof under the contract as a consequence of the Force Majeure Event shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than considered reasonable by SMP, Kolkata consequent to the Force Majeure Event.

4.22.4 RESUMPTION OF PERFORMANCE: During the period of Force Majeure, the Contractor shall make all reasonable efforts to limit or mitigate the effects of the Force Majeure Event on the performance of its obligations under the contract. The Contractor shall also make efforts to resume performance of its obligations under the contract as soon as possible and upon resumption shall notify SMP, Kolkata of the same in writing.

4.22.5 EXTENSION OF TIME FOR PERFORMANCE OF OBLIGATIONS: SMP, Kolkata may grant extension of time to the Contractor for the performance of any obligation by such period not exceeding the period during which the relevant performance was affected by the Force Majeure Event. Such extension may include extension of the contract by SMP, Kolkata at its sole discretion without any change in the terms, conditions and rates of the ongoing contract.

4.22.6 EFFECT OF FORCE MAJEURE EVENT: If the period of Force Majeure continues or is in the reasonable judgement of the parties is likely to continue beyond a period of 90 days, the parties may mutually decide to terminate the contract or continue the contract on mutually agreed terms.

4.23 WORKMEN COMPENSATION: The successful bidders must cover his employees / workers, who will be engaged for delivery, unloading & stacking job at HDC's site, under workmen compensation act, fatal accident act and personal injuries insurance act for protection against any injury / accident and shall have to bear all the consequences and cost as applicable as per relevant acts.

4.24 PERSONAL PROTECTIVE EQUIPMENT (PPE): Suppliers and his workmen including driver & helper must use PPE i.e. Safety Helmet etc. at the time of supply/or any service at HDC's premises.

4.25 DISPUTE RESOLUTION: In the event of any dispute, question or difference arising during the contractual period or during any other time, as to any matter connected with or arising out of the contract, the decision of the Deputy Chairman, HDC- SMP, Kolkata shall be final and binding upon all parties.

4.26 PRIORITY OF DOCUMENTS:

- a) The documents forming the Contract are to be taken as mutually explanatory to one another, but in case of ambiguity or discrepancies, the same shall be explained and adjudicated by the Engineer of the Contract, who shall there upon issue to the successful bidder instructions thereon, which will be final and binding on the successful bidder.
- b) Unless otherwise specified in the Contract, if the stipulations in the various documents forming a part of the Contract are found to be in variation in any respect, then, unless a different intention appears, the provision(s) of one will override other (but only to the extent these are at variance) in order of precedence as given in the list below i.e., a particular item in the list will take precedence over all those placed lower down the list:
 - 1. Order Letter
 - 2. Scope of Work & Payment Terms
 - 3. Special Conditions of the Contract
 - 4. General Conditions of Contract
 - 5. Schedule of Rates
 - 6. Instructions to Bidder
 - 7. Any other document(s) forming part of the Contract

4.27 CHANGE IN LAW:

- a) Any new statutory levies, taxes, duties, cess etc. imposed by the Central/ State/ local authorities by way of fresh notification subsequent to the issue of work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra.
- b) Any additional cost of benefit impacting the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in law".

4.28 CONFIDENTIALITY OF INFORMATION: All confidential information and documents (whether financial, technical or otherwise) provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such

information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Contract Period.

4.29 EXPIRY OF CONTRACT WITH EFFLUX OF TIME:

- a) Upon expiry of the contract with efflux of time, if any amount is due to be paid by SMP, Kolkata to the Contractor, the same shall be paid after adjustment of the dues and damages receivable by SMP, Kolkata from the Contractor.
- b) No compensation shall be paid by SMP, Kolkata to the Contractor on expiry of the contract.

4.30 ILLEGALITY: If for any reason whatsoever any provision and condition of the contract is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the contract period, such provision shall be treated as fully separable and the remaining provision of the contract shall remain in full force. The other provisions of contract shall not be affected by such illegal or invalid provisions or by its severance from this contract. For the sake of smooth execution of the contract, any new condition(s) as may be mutually acceptable in supersession of the affected provision and condition of the contract shall be deemed to be a part of the contract from such point of time.

4.31 AMENDMENT IN CONTRACT PROVISIONS: In case of exigency or for operational requirements, the conditions of the contract may be amended with mutual consent of both the parties, subject to the condition that such amendments are in conformity with the prevailing policy of Govt. of India and law (s) of the land on the subject.

4.32 RISK PURCHASE: In case of supplier's failure and at the absolute discretion of the General Manager (M&S), the work may be ordered to be completed by some other agency at the risk and expense of the supplier (successful tenderer) after a minimum three days' notice in writing has been given to the supplier by the General Manager (M&S) or, his representative. In case of risk purchase, extra cost will be borne by the supplier (successful tenderer).

4.33 BANNED OR DE - LISTED CONTRACTORS: Bidders must give a declaration to the effect that they have not been banned or, de-listed by any Government or, Quasi-Government Agency or, PSU. If a Bidder has been banned / de-listed by any Government or, Quasi-Government Agency or PSU, the details of any such ban must be clearly stated along with relevant documents which the Bidder is to enclose together with Techno-Commercial Bid. Incorrect declaration or suppression of facts will lead to rejection of the Offer.

4.34 JURISDICTION OF COURT: The contract shall be governed by all relevant Indian Acts applicable within the jurisdiction of High Court at Calcutta.

GENERAL CONDITIONS OF CONTRACT

'General Conditions of Contract, Forms and Agreements' as sanctioned by the Board of Trustees of SMP, Kolkata for the Port of Syama Prasad Mookerjee is hosted at www.smpportkolkata.shipping.gov.in. (<https://smpportkolkata.shipping.gov.in/showfile.php?layout=1&lang=1&lid=2531>). Only those Clauses, Forms or Formats, which are not covered elsewhere in this Tender Document, shall be applicable. Also, for the sake of interpretation of the contents of the Appendices, the terms contained in the main tender document (other than Appendices) including the 'General Conditions of Contract, Forms and Agreements' shall prevail.

DOCUMENTS TO BE UPLOADED

(Documents to be downloaded, filled up, signed, scanned and uploaded)

Following documents for meeting the pre-qualification criteria should be uploaded by the Bidder along with offer otherwise their offer may be rejected: -

1. The bidder shall submit evidence that the bidder has successfully executed similar work (both order letter and successful execution certificate to be provided) as per the following: (1) At least 3 similar works each worth not less than ₹ 6308063/- (Rupees Sixty Three Lakh Eight Thousand Sixty Three only) over a period of last 7 years ending on 31.08.2022 or (2) At least 2 similar works each worth not less than ₹ 7885079/- (Rupees Seventy Eight Lakh Eighty Five Thousand Seventy Nine only) over a period of last 7 years ending on 31.08.2022 or (3) At least one similar work worth not less than ₹ 12616126/- (Rupees One Crore Twenty Six Lakh Sixteen One Hundred Twenty Six only) over a period of last 7 years ending on 31.08.2022 NOTE: Similar work shall mean having experience in Survey of land, Development, Commissioning and Maintenance of GIS based Land Asset Management Software.
2. Technical Capacity document as per format at Appendix – XI duly certified by Statutory Auditor/Certified Public Accountant/Chartered Accountant.
3. Audited balance sheet and Profit & Loss account for the last 3 (three) financial years (i.e. 2019-20, 2020-2021 and 2021-2022).
4. Average annual financial turnover during the above-mentioned period must be at least ₹ 4731047/- (Rupees Forty Seven Lakh Thirty One Thousand Forty Seven only). The information is required to be submitted as per Annexure – IX .
5. Submit certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per Annexure – V in case the Bidder is not covered under ESI Act or exempted from it.
6. Submit certified copy of 'Provident Fund Registration Certificate' affirmed before a First Class Judicial Magistrate as per Annexure – IV in case the Bidder is not covered under Provident Fund Act or exempted from it.
7. Copy of up-to-date Profession Tax Payment Challan (PTPC), if applicable. If this is not applicable, the bidder should submit a declaration in this regard.
8. Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).
9. Self-certified copy of PAN.
10. Power of Attorney as per Annexure - III .
11. Profile of Bidder as Annexure - II .
12. Declaration by the bidder as per Annexure - I .
13. Considering GST environment, the bidder shall have to submit information regarding nature and percentage of taxes, levies, statutory charges (as applicable) as per scope of work and as per Annexure – X .
14. Escalation Matrix with Contact Numbers, contact person & Email Addresses.
15. Micro & Small Enterprises (MSEs) registered under MSME and registered with NSIC (under Single Point Registration Scheme), are exempted from depositing Cost of Tender Document and depositing Earnest Money for the items they are registered with NSIC, (a) having valid NSIC Certificate and (b) MSME Certificate/Udyog Aadhaar or UDYAM Certificate.
16. Indemnity Bond as per format given at Annexure - VIII

SCHEDULE OF RATES

[BIDDER NOT TO QUOTE HERE, QUOTE ONLY ONLINE]

PART A: SURVEY AND DEVELOPEMENT

Work description for quote	Multiplicative factor	(INR) (Excluding GST)	TOTAL (INR) (Excluding GST)
Survey (Rate per sq meter) (One Time Cost)	380000		
Development & commissioning of complete software solution <u>excluding integration</u> with existing and forthcoming systems of HDC as mentioned in clauses of Part A.II under Section 3 'Scope of Work'(One Time Cost)	1		
Integration with existing EBAS systems of HDC as mentioned in clause 3.21, 3.22 and 3.24 of Part A.III. under Section 3 'Scope of Work' (One Time Cost)	1		
Integration with forthcoming EBS systems of HDC as mentioned in clause 3.23 of Part A.III under Section 3 'Scope of Work' (One Time Cost)	1		
Sub Total (A)	NA		

PART B: MAINTENANCE

Work description for quote	Multiplicative factor	(INR) (Excluding GST)	TOTAL (INR) (Excluding GST)
GIS based LAMS System (excluding Integration) per month	60		
Integration with EBS (Clause 3.23) per month	60		
Integration with EBAS (Clause 3.21, 3.22 & 3.24) per month	60		
Sub Total (B)	NA		

GRAND TOTAL = SUB TOTAL (A) PLUS SUB TOTAL (B)

Only GRAND TOTAL shall be considered for evaluation of L1 bidder.

IMPORTANT: THE BIDDER MUST NOTE THAT UNIT PRICE IS TO BE QUOTED WITHOUT GST. GST SHALL BE PAYABLE EXTRA AS APPLICABLE.

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

DECLARATION BY THE BIDDER

1. I / We have carefully examined and fully understood the General Instructions to Bidders, the Commercial terms and Conditions of the Contract, SMP, Kolkata, HDC' General Conditions of Contract, Scope of Work, Compensation, Period of Contract etc. and all other related documents and clauses in connection with this tender, hereby submit our offer for subject tender at Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata.
2. I / We **accept** all the terms & conditions of the Tender Document (**AD/007/GIS/2022**).
3. I/We declare that my/our offer has no deviation from the Terms & Conditions of the instant Tender Document.
4. I / We have deposited requisite Earnest Money for the tender (if applicable).
5. I / We have submitted copies of the required documents as mentioned at "DOCUMENTS TO BE UP LOADED" of the Tender Document.
6. I/We declare that I/we, are not a Member/associate of any other bidder applying for pre-qualification.
7. I/We, on behalf of my/our concern / company hereby declare that I/ any partner /any director of my/our concern / company or any associate is not associated with any other bidder bidding for the instant work.
8. I/We have not altered /deleted /added any Terms & Conditions in the tender document.
9. I/We shall make available to Haldia Dock Complex, Syama Prasad Mookerjee Port Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Bidder.
10. I/we acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
11. I/we also certify the following:
 - a) I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b) I/we certify that in the last three years, I/We have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.
12. I/we declare that:

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
13. I/we understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
14. -----(Name of Bidder) hereby undertakes that I/we will abide by the decision of SMPK in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMPK in this regard.
15. I/We agree and undertake to be jointly and severally liable for all the obligations of the contract under the Contract Agreement/LOI in accordance with the Contract Agreement/LOI.
16. I/We, on behalf of my/our concern / company hereby declare that, price quoted only in the Price Bid [SCHEDULE OF RATES, Page - 40], strictly as per the **specified format, without any extraneous condition. There is no change in the format of Un-priced Price Bid.** Except in the Price Bid, the price has not been mentioned/ disclosed in any other place of our tender/offer.
17. My local office and Registered office (if any) address and contact details are –

Address	Telephone	Fax	E-Mail Address

Date:

Signature of the bidder with office seal

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

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

FORMAT OF PROFILE OF THE BIDDER

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

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

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

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

.....
Signature of Bidder / Power of Attorney Holders

Name:

Designation:

Date :

Seal :

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

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

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

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

(Signature with Office Seal)

Date: -

Name :-

Place:

Designation :-

(To be downloaded, filled up, signed with seal, scanned and uploaded)
Affidavit Format in case the Tenderer is not covered under Provident Fund Act or
Exempted
On ₹ 10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I _____ son of _____ aged about _____ years, by faith _____ by occupation _____, residing at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no. _____ of the Tender vide Tender no. _____ issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by:

**(To be downloaded, filled up, signed with seal, scanned and uploaded)
Affidavit Format in case the Tenderer is not covered under ESI Act or exempted**

On ₹ 10/- (Rupees Ten) Non-judicial Stamp Paper

BEFORE THE 1ST CLASS JUDICIAL MAGISTRATE AT _____

Affidavit

I _____ son of _____ aged about _____ years, by faith _____ by occupation _____ residing at _____, do hereby solemnly affirm and declare as follows:

1. THAT I am the Proprietor/Partner/Director _____ having office at _____ and carrying on business on the same name and style.

(In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee Port, Kolkata, the same should be mentioned in the affidavit).

2. THAT my aforesaid Firm is exempted from Employees' State Insurance (E.S.I.) Act and the said Firm has no valid E.S.I. Registration.

3. THAT the present affidavit is to be filed before the Syama Prasad Mookerjee Port, Kolkata as per the clause no. _____ of the Tender vide Tender no. _____ issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by:

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch, as the case may be, of any Nationalised Bank of India on Non-Judicial Stamp Paper worth Rs. 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Syama Prasad Mookerjee Port, Kolkata,

BANK GUARANTEE NO DATE

Name of Issuing Bank

Name of Branch

Address

In consideration of the Board of Trustees of the Syama Prasad Mookerjee Port, Kolkata, a body corporate-duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs, a Proprietary / Partnership / Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No. dated (hereinafter referred to as "the said contract"), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs. (Rupees), we, Branch, Kolkata / Haldia, do, on the advice of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs. (Rupees). We, Branch, Kolkata / Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch, Kolkata / Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Syama Prasad Mookerjee Port, Kolkata", without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us, (Name of the Bank), Branch, Kolkata / Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We, Branch, Kolkata / Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We, Branch, Kolkata
..... / Haldia, further agree that a mere demand by the Trustees at
any time and in the manner aforesaid, is sufficient for us,
..... Branch, Kolkata
..... / Haldia, to pay the amount covered by this Bank Guarantee
in full and in the manner aforesaid and within the time aforesaid without reference to the
contractor and no protest by the contractor, made either directly or indirectly or through Court,
can be valid ground for us, Branch, Kolkata
..... / Haldia, to decline or fail or neglect to make payment to the Trustees in
the manner and within the time aforesaid.

3. We, Branch, Kolkata
..... / Haldia, further agree that the Bank Guarantee herein contained
shall remain in full force and effect, during the period that is taken for the due performance of the
said contract by the contractor and that it shall continue to be enforceable till all the dues of the
Trustees under and / or by virtue of the terms and conditions of the said contract have been fully
paid and its claim satisfied and/or discharged in full and/or till the Trustees certify that the terms
and conditions of the said contract have been fully and properly observed/ fulfilled by the
contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however,
that this guarantee shall remain valid upto and inclusive of day of 20
..... and subject all so that the provision that the Trustees shall have no right to
demand payment against this guarantee after the expiry of 6 (six) calendar months from the
expiry of the aforesaid validity period upto or any extension thereof made by
us Branch, Kolkata..... /
Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp
Paper of appropriate value, as required/determined by the Trustees, only on a written request by
the Trustees to the contractor for such extension of validity of this Bank Guarantee.

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

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

SIGNATURE

NAME

DESIGNATION

(Duly constituted attorney for and on behalf of)

BANK
BRANCH
Kolkata / HALDIA
(OFFICIAL SEAL OF THE BANK)

THE BOARD OF TRUSTEES FOR SYAMA PRASAD MOOKERJEE PORT, KOLKATA
FORM OF AGREEMENT

THIS AGREEMENT made this day of 20 between the Board of Trustees for the Syama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Authorities Act, 2021 (hereinafter called "Trustees" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and (hereinafter called "the Contractor, which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part WHEREAS the Trustees are desirous that certain Works should be executed/constructed, viz and have accepted a Tender / offer by the Contractor for the construction, completion and maintenance of such works NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - a. The said Tender/Offer & the acceptance of Tender/ Offer.
 - b. The Drawings.
 - c. The General Conditions of Contract.
 - d. Special Conditions of Contract (If any).
 - e. The Conditions of Tender.
 - f. The Specifications.
 - g. The Bill of Quantities.
 - h. All Trustees' Schedule of rates & prices (if any).
 - i. All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned, the contractor hereby covenant with the Trustees to execute, complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution construction, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contractor.

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

The Seal of _____ was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR

SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name: - _____

Address:- _____

The Common Seal of the Trustees was hereunto affixed in the presence of:

Name: - _____

Address:- _____

On ₹100/- (Rupees Hundred) Non-judicial Stamp Paper

Indemnity Bond

BY THIS BOND I, Shri/Smt. -----, son/daughter of Shri/Smt. -----
-----, residing at -----
-----, by occupation -----, the Partner/Proprietor/Director of the
Firm -----, having it's office at-----,
am a tenderer under Syama Prasad Mookerjee Port (A Statutory Body under the MPA Act, 2021).

2. WHEREAS, the said Syama Prasad Mookerjee Port, Kolkata had asked every Tenderer, who is not covered under Employees' State Insurance (E.S.I.) Act exempted to furnish an Indemnity Bond in favour of Syama Prasad Mookerjee Port, Kolkata against all damages and accidents to the laborer of the Tenderer/ Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer/Contractor named herein above shall indemnify the Syama Prasad Mookerjee Port against all damages and accidents occurring to the laborers of the Tenderer/Contractor as demanded by the Syama Prasad Mookerjee Port, Kolkata and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port, Kolkata during the execution of the work stated in the Tender No.----- dated-----.

4. AND the Contractor hereunder agrees to indemnify and all times keep indemnified the Syama Prasad Mookerjee Port, Kolkata and its administrator and representatives and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----, the Partner/Proprietor/Director/Authorized representative of the Firm -----, hereto set and seal this the ----- day of-----.

FORMAT OF FINANCIAL CAPABILITY

Details of Financial Capability of the Bidder

Name of Bidder	Net Worth	Net Cash Accruals			Annual Financial Turn Over
	Year-1	Year-1	Year-2	Year-3	Average on last 3 years

Instructions:

1. The Tenderer should submit its details in the appropriate column.
2. Net Cash Accruals= (Profit after Tax + Depreciation + Non-cash expenses)–(Dividend + Tax on Dividend, if any + non-recurring profit)
3. Net Worth= (Subscribed and Paid-up Equity + Reserve)–(revaluation reserves+ Miscellaneous expenditure not written off+ depreciation not provided for)
4. Year1 will be the latest year for which audited financial statements are available. Year-2 shall be the year before Year-1 and Year-3 shall be the Year before Yea-2.

Signature of Bidder/Power of Attorney Holder:**Name:****Designation:****Date:****Seal :**

CERTIFIEDBY

Name of Chartered Accountant Firm:**Registration No. & other details:****Name of the Signatory:****Signature:****Designation:****Date:****Seal:**

GST DETAILS

Sl. No.	Item Description	SGST (In %) (In Figure)	CGST (In %) (In Figure)	IGST (In %) (In Figure)
1				

CERTIFIED BY

Signature of Bidder / Power of Attorney Holder:

Name:

Designation:

Date:

Seal:

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

FORMAT FOR DEMONSTRATING TECHNICAL CAPACITY & EXPERIENCE

The details of eligible experience may be given as per the following table duly substantiated by the documentary evidences as mentioned below.

Details of experience during last 7 years ending on 31.08.2022 (Reference Clause 1.2)

Sl. No.	Work Order Reference No. and the name of the organization who placed the order	Date of completion of work	Details of work completion certificate

Note :

The bidder shall submit certified copies of all Work Orders and Work Completion Certificate(s) to substantiate the details given above along with his Techno-Commercial Bid.

Signature of Authorized Signatory

Name:

Designation:

Date:

Seal

CERTIFIED BY

Name of Statutory Auditor /Chartered Accountant Firm

.....

Registration no. & other details

Name of Signatory

Signature.....

Designation

Date

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

**WORK PLAN FOR IMPLEMENTATION OF THE PROPOSED PROJECT
BY THE BIDDERS**

1	Work Plan / Methodology for implementation of the proposed project including: (i) Details of the satellite imagery including source, as applicable (ii) Scale of the base map to be prepared [Ref. Clause: 3.3(d)]	
2	Schedule of implementation of proposed project	
3	Any other information that the bidder likes to furnish	

[Tenderer may attach separate sheets]

Date: _____

(Signature)

Place: _____

(Designation & Seal of Office)

Enclosures: _____Nos.

