

**HALDIA DOCK COMPLEX,
SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

INVITES e-TENDER FOR

**“ENGAGEMENT OF CONSULTANT
FOR STUDY ON
DEVELOPMENT OF
SMART PORT INDUSTRIAL CITY
ON 170 ACRES OF LAND OF HALDIA
DOCK COMPLEX, SYAMA PRASAD
MOOKERJEE PORT, KOLKATA
AT HALDIA”**

**E-Tender No.
Ad/146/SPIC/2022/1**

February 01, 2023

TABLE OF CONTENT

CONTENT	PAGE
COVER PAGE	1
TABLE OF CONTENT	2
DISCLAIMER	3
NOTICE INVITING TENDER	4
SCHEDULE OF TENDER	4-5
IMPORTANT INSTRUCTIONS TO THE BIDDER FOR E-PROCUREMENT	6-8
SPECIAL INSTRUCTION TO BIDDERS FOR ENVIDA	9-11
PART-I TECHNO-COMMERCIAL BID	12-32
INFORMATION TO THE TENDERERS	12-18
INSTRUCTIONS TO TENDERERS	18-26
OTHER PROVISIONS	27-29
TERMS OF REFERENCE	30-32
PART-II PRICE BID	33
APPENDIX-I (Power of Attorney)	34-35
APPENDIX-II (Statement of Legal Capacity)	36
APPENDIX-III (Covering Letter to Techno-Commercial Bid)	37-38
APPENDIX-IV (Profile of the Tenderer)	39
APPENDIX-V(A) (Details of Eligible Assignment)	40
APPENDIX-V(B) (Certificate from Beneficiary for Ongoing study)	41
APPENDIX-VI (Financial Capacity of the Tenderer)	42
APPENDIX-VII (Particulars of Key Personnel)	43
APPENDIX-VIII (Eligible Assignment executed by Key Personnel)	44
APPENDIX-IX (Declaration from Key Personnel)	45
APPENDIX-X (CV of Key Personnel)	46
APPENDIX-XI (Proposed Methodology & Work Plan)	47
APPENDIX-XII (Covering Letter to Financial Bid)	48
APPENDIX-XIII (Performa of Form of Agreement)	49-50
APPENDIX-XIV (Power of Attorney for Lead Member of Consortium)	51-52
APPENDIX-XV (Affidavit towards PF Exemption)	53
APPENDIX-XVI (Affidavit towards ESI Exemption)	54
APPENDIX-XVII (Checklist)	55-56
APPENDIX-XVIII (Sketch Plan showing 170 acre of Land)	57

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.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA HALDIA DOCK COMPLEX

Office of the General Manager (M&S),
Jawahar Tower Annexe,
P.O.: - Haldia Township, Dist.:Purba Midnapore,
PIN : 721607, West Bengal.
Ph. No. 03224 263178, 265490, 265653 FAX :03224-263152
E-mail [id: pkdas.hdc@kolkataporttrust.gov.in](mailto:pkdas.hdc@kolkataporttrust.gov.in)

NOTICE INVITING TENDER (NIT)

E-Tender under two part system (**Part I:** Techno-Commercial Bid & **Part II:** Price Bid) are invited from reputed Consultant houses/Companies/Firms etc either individually or in a Consortium with other Consultant houses/Companies/Firms etc for undertaking a study for development of a 'Smart Port Industrial City' over and extent of 170 acres of Land (sketch plan at **APPENDIX-XVIII**) of Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port, Kolkata (SMPK) at Haldia through e-tender.

The Tender Document may be downloaded from Rail Tel Portal (<https://kopt.enivida.in>) and www.smporkolkata.shipping.gov.in. Corrigendum/ Addendum/Clarifications, if any, shall also be hosted on Rail Tel Portal (<https://kopt.enivida.in>) and www.smporkolkata.shipping.gov.in. Further, intending bidders shall submit their bid electronically only through Rail Tel Portal (<https://kopt.enivida.in>). Bidders are requested to visit the websites frequently.

SCHEDULE OF TENDER (SOT)

a.	E-TENDER NO.	Ad/146/SPIC/2022/1
b.	MODE OF TENDER	E-tender System (Online) Part- I - Techno-Commercial Bid and Part-II - Price Bid through https://kopt.enivida.in . The intending bidders are required to submit their offer electronically only through Raitel portal. No physical tender shall be acceptable by Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata.
c.	Date of NIT available to parties to download	01.02.2023
d.	Offline Pre-Bid Meeting date, Time and Venue	07.02.2023 at 1300 hrs. Administration Division, Haldia Dock Complex, Haldia
	Queries, if any, to be sent by :	1230 hrs of 07.02.2023
e.	Site inspection	07.02.2023 at 1330 hrs.
f.	i) Earnest Money Deposit	The intending bidders should submit Earnest Money of INR 20,000/- (Rupees Twenty Thousand only) along with their offer 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.

			<p>Scan Copy of the DD / Banker's Cheque should be uploaded along with techno commercial bid.</p> <p>The bidders are advised to physically deposit the Earnest Money in the form of DD / Banker Cheque at the office of General Manage (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)	Tender/Bid Document Cost	<p>The intending bidders should submit Bid Document Fee of INR 590/- (Rupees Five Hundred Ninety only) inclusive of GST @ 18% to Haldia Dock Complex along with their offer 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.</p> <p>Scan Copy of the DD / Banker's Cheque should be uploaded along with techno commercial bid.</p> <p>The bidders are advised to physically deposit the Earnest Money in the form of DD / Banker Cheque at the office of General Manage (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 Bidders Name.</p>
	iii)	Transaction Fee for bidding in RailTel Portal (Mode of Payment:- E-payment Only)	As per eNivida Rule.
g.		Last date of generation of DD / Banker Cheque for Bid Document fee.	Before submission of online e-tender through (https://kopt.enivida.in)
h.		Last date and time of submission / receiving original copy of DD / Banker Cheque as EMD & Bid Document fee.	<p>21.02.2023 upto 1500 hrs.</p> <p>(Copy of the DD/Banker's Cheque should be uploaded on line for EMD/Bid document fee if applicable).</p>
i.		Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	21.02.2023 upto 1500 hrs.
j.		Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	21.02.2023 after 1530 hours
k.		Date & time of opening of Part-II (i.e. Price Bid)	Shall be informed separately

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. Sri D. Satpathy Asst. Manager (Admin) Haldia Dock Complex Ph. No. 03224-265653 E-Mail– satpathy.hdc@kolkataporttrust.gov.in
2. Sri. Chandan Chatterjee, Sr. Dy. Manager (Admin) Haldia Dock Complex Ph. No. 03224-264397 E-Mail– cchatterjee.hdc@kolkataporttrust.gov.in
3. Shri P. K Das, General Manager (M&S), Haldia Dock Complex, Ph. No. 03224 263171 Email- pkdas.hdc@kolkataporttrust.gov.in

Contact persons (Railtel Portal):

1. Shri Tariq Anwar Mob: 9355030608 Email: eprochelpdesk.35@gmail.com
2. Navneet Mishra Mob:9355030630 Email: eprochelpdesk.17@gmail.com
2. Help Desk Number : 011-49606060 (Helpdesk tab of Railtel Portal)

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 e Nivida Portal i.e. <https://kopt.enivida.in> before

	<p>responding to this e-tender.</p> <ul style="list-style-type: none"> • Bidders Manual Kit. • Help for Contractors. • FAQ.
2	<p>(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.</p> <p>(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.</p>
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	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> In all cases, Tenderer should use their own ID and Password along with Digital Signature at the time of submission of their bid. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above. 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 will form a binding contract between Buyer and the Tenderer for execution of supply. Such successful tenderer shall be called hereafter Supplier. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. 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. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender by any Tenderer confirms his acceptance of terms & conditions for the tender. 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 understood 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 is 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. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
16	Cost of Tender Document/EMD shall be exempted for Micro & Small Enterprises, who shall submit the following documents ÷ (i) Valid NSIC Registration Certificate with list of stores / items / services /works, for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.
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.
19.	Filled up Bid Responsive Check List as per APPENDIX-XVII shall have to be uploaded by the bidder. Bid will become liable for rejection if any of the document(s) mentioned in Bid Responsive Check List is/are not submitted by the bidder.

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://smportkolkata.shipping.gov.in/index.php> under “Related Links” Tab.

This portal is for submission of online Bids. Bidder Enrollment can be done clicking “**Bidder Enrollment**” link. The guidelines 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 applicable Registration fee.
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 enrollment, 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 to 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 Tender fee and 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 etender 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 etender 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. 011-49606060/9355030608/9355030630

Mail id: - enidahelpdesk@gmail.com

PART – I : TECHNO-COMMERCIAL BID

A. INFORMATION TO THE TENDERERS:

I. GENERAL INFORMATION:

i) Tenderers shall not alter/ change/ delete/ modify any clause of the tender document downloaded from the website. In case of downloaded tender document, if any change (in words, specification etc.) is detected in the submitted tender document, the same will be summarily rejected outright.

ii) Mere issue of the tender document will not mean that the tenderer will automatically be considered qualified and their bids would be entertained. Qualification and eligibility will be examined and reviewed at the time of evaluation of bids.

iii) HDC, SMPK reserve the right to verify the submitted copies of documents / credentials with the original documents.

iv) HDC, SMPK reserve the right to reject or to accept the tender in whole or in part without assigning any reason whatsoever thereof.

v) Any Notice / Addendum / Corrigendum / Modification to the bid document will be notified through <https://kopt.enivida.in> and SMPK official website <https://smpportkolkata.shipping.gov.in/index.php>.

vi) HDC, SMPK reserves the right to verify all statements, information and documents submitted by the tenderer. Any such verification or lack of such verification by HDC, SMPK to undertake such verification shall not relieve the tenderer of its obligations or liabilities under this tender nor will it affect any rights of HDC, SMPK under this tender.

vii) In case it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer shall be disqualified forthwith and in such event HDC, SMPK shall forfeit and appropriate the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to HDC, SMPK.

viii) In case it is found after issuance of order or signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the order / agreement / contract, shall be forthwith terminated and in such event HDC, SMPK shall forfeit and appropriate the Security Deposit, without prejudice to any other right or remedy that may be available to HDC, SMPK.

II. ELIGIBILITY CRITERIA FOR TENDERERS:

(i) TECHNICAL CAPACITY: -

A tenderer may participate as a ‘**Sole Firm**’ or as ‘**Lead Member**’ of a consortium of firms.

The tenderer shall submit necessary documents (Order Letter and successful completion certificate) in support of successful execution of eligible assignments as detailed below during a period of last 7 years preceding the date of opening of the techno commercial bid.

- (i) **One** eligible assignment with a minimum consultancy fee of Rs 8 lakhs; or
- (ii) **Two** eligible assignments each for minimum consultancy fee of Rs 5 lakhs; or
- (iii) **Three** eligible assignments each for minimum consultancy fee of Rs 4 lakhs.

NOTE 1: The term ‘**eligible assignment**’ shall mean an assignment related to preparation of Feasibility Study Report/ Detailed Project Report / Master Plan / Techno Economic Feasibility Report ON development of Industrial Park/ Multi Modal Logistics Park/ SEZ/ Town Plan/ Smart City/ Port Industrial City/ Preparation of Land Use Plan/ Urban Development Plan/ FTWZ ;

NOTE 2: An eligible assignment even if not been completed in totality shall be considered as eligible assignment, subject to furnishing proof of executed value of the work as per the format given at **APPENDIX-V(B)** from the beneficiary to the effect, that the bidder has undertaken part of the assignment and has been paid consulting fee of amount fulfilling the above requirement.

(ii) FINANCIAL CAPACITY: -

The average Annual Financial Turnover of the tenderer during the last 3 (three) financial years shall be not less than Rs. 3 lakhs (Rupees Three Lakh only).

NOTE 1: - In case of a consortium, the combined technical capacity and financial capacity of each member of the consortium taken together should satisfy the eligibility criteria as defined above.

NOTE 2:- An individual tenderer (Sole Firm) cannot at the same time be member of any consortium participating in the tender. Further, a member of a particular consortium cannot be member of any other consortium participating in the tender. The members of the consortium shall be jointly and severally responsible for undertaking the job and they will continue to be a part of the consortium till the final Report is submitted and accepted by SMPK. The payment will be released to the Lead Member in case the successful tenderer is a consortium of firms. The consortium of firms shall appoint the Lead Member and a Power of Attorney shall be given in favour of the said Lead Member as per format given at “**APPENDIX-XIV**”.

III. PROFESSIONAL EXPERIENCE & EDUCATIONAL QUALIFICATION OF KEY PERSONNEL :-

The successful tenderer shall have to deploy the Key Resource Persons fulfilling the eligibility criteria as follows:-

SL. No.	Key Resource person	Eligibility conditions
1	Team Leader cum Infrastructure Planner	<p>a) Graduate in Civil Engineering/ Mechanical Engineering or M.Tech in Urban Planning or MBA in Marketing / Business Development.</p> <p>b) Should have minimum 5 years of professional experience in the area of consultancy/ project management.</p> <p>c) Should have worked as a Team leader in consultancy job in at least one eligible assignment during a period of last 5 years ending on the date of submission of the bids.</p>
2	Traffic -cum Marketing Expert	<p>a) Graduate in Civil Engineering/ Mechanical Engineering or MBA in Marketing / Business Development.</p> <p>b) Should have minimum 5 years of professional experience of infrastructure planning in the related field constituting the eligible assignment.</p> <p>c) Should have been associated in consultancy in at least One eligible assignment in infrastructure planning during a period of last 5 years ending on the date of submission of the bids.</p>
3	Financial Expert	<p>a) Chartered Accountancy / Cost Accountant/ MBA (Finance).</p> <p>b) Minimum 5 years of professional experience in the relevant field in assessment of project viability.</p> <p>Should have been associated as Financial Expert in consultancy in at least 1 (one) eligible assignment during a period of last 5 years ending on the date of submission of the bids.</p>

IV. PRE-BID MEETING

(a) A pre-bid meeting will be held in the office of the General Manager (M&S) at Jawahar Tower Annexe Building, Haldia Township as mentioned in the Schedule of Tender (SOT). Attending the Pre-Bid Meeting is not mandatory.

(b) Tenderers requiring any clarification with regard to interpretation or of ambiguities as to the meanings, conditions or instructions contained in the tender document or requiring any details may send their queries/ requisitions to General Manager (M&S) in writing or may send through e-mail to pkdas.hdc@kolkataporttrust.gov.in, cchatterjee@kolkataporttrust.gov.in and satpathy.hdc@kolkataporttrust.gov.in before the concerned date mentioned in the Schedule of Tender (SOT) given in this tender document. HDC, SMPK shall discuss all the queries in the pre-bid meeting and furnish replies and other details on its official website(s) and copies thereof will be circulated to all tenderers who have purchased the tender and participated in the pre-bid meeting.

- (c) HDC, SMPK reserves the right not to respond to any queries or provide any clarifications, in its sole discretion.
- (d) Tenderers are encouraged to submit their tenders after visiting the issuing office [in this case, the office of General Manager (M&S) / concerned departments of HDC, SMPK] as per direction of the issuing office and ascertaining for themselves the availability of documents and other data with HDC, SMPK, applicable laws and regulations or any other matter considered relevant by them.
- (e) It shall be deemed that by submitting the tender, the tenderer has
 - i) made a complete and careful examination of the tender document.
 - ii) received all relevant information that could be provided by HDC, SMPK.
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender document or furnished by or on behalf of HDC, SMPK or relating to any of the matters referred to in Clause IV (d) & (e)(i)(ii) above.
 - iv) satisfied itself about all matters, things and information, including matters referred to in Clause IV (d) & (e)(i)(ii) above, necessary and required for submitting an informed Bid and performance of all its obligations under the tender
 - v) agreed to be bound by the undertakings provided by it under and in terms hereof.

V. INSPECTION OF SITE:

An inspection of the site of SMPK at HDC will be arranged as detailed under SCHEDULE OF TENDER (SOT) if required, before the Pre-Bid Meeting. Interested tenderers may participate in the site inspection, if they so desire.

The tenderer shall be deemed to have inspected the site at HDC before quoting the rate. No cost incurred by the tenderers in preparing their tender or attending inspection of the site will be reimbursed by SMPK.

VI. TENDER DOCUMENT COST:

Tender Document has been hosted in the web sites of Syama Prasad Mookerjee Port Kolkata (SMPK), Haldia Dock Complex (HDC) (www.smporkolkata.shipping.gov.in) and Rail Tel Portal (<https://kopt.enivida.in>). Interested tenderers may download the tender document from the said web sites. For participation in the tender, Rail Tel Portal may only be used. The intending bidder should submit the cost of tender documents as mentioned under SCHEDULE OF TENDER (SOT). Bid submitted without requisite Cost of Tender documents will be liable for rejection.

VII. EARNEST MONEY

- (a) An Earnest Money of **Rs. 20,000/- (Rupees Twenty Thousand only)** shall have to be submitted by the tenderers as detailed in under SCHEDULE OF TENDER (SOT). Bid submitted without requisite Earnest Money will be liable for rejection.
- (b) Unsuccessful tenderers who have submitted bonafide bids will be refunded the amount of Earnest Money (but without any interest thereon) after the award of the contract to the successful tenderer.

- (c) The Earnest Money of the successful tenderer shall be refunded (but without any interest thereon) only after submission of Security Deposit or will be adjusted against the Security Deposit payable.

VIII. FORFEITURE OF EARNEST MONEY:

Earnest Money is liable to forfeiture if,

- a) a non-responsive Bid has been submitted.
- b) it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the work, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information or has submitted forged documents.
- c) the tenderer withdraws its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.
- d) the tenderer unilaterally modifies its Bid during the interval between the specified date and time of submission of the tender or any extension thereof and expiration of the validity period of the tender including extension thereof.
- e) if the selected tenderer fails to reconfirm its commitments during negotiations. as at Clause V under “B: INSTRUCTIONS TO TENDERERS”.
- f) if the selected tenderer fails to communicate to General Manager (M&S), HDC his letter of acceptance of the award or fails to sign the agreement within such timeframes as specified in this tender document (in case of the latter, if the Security Deposit is not submitted, EMD will be forfeited. If Security Deposit has been submitted, the same will be forfeited).

IX. BID DUE DATE (DATE OF SUBMISSION AND OPENING) :-

- (a) The tender should be submitted to Rail Tel Portal (<https://kopt.enivida.in>), within the date and time as stipulated in the SCHEDULE OF TENDER (SOT), after which time and date, no offer shall be accepted.
- (b) HDC, SMPK at its sole discretion may extend the Due Date of opening and / or submission uniformly for all tenderers by issuing an Addendum / Extension Notice, if any.

X. MODIFICATION / SUBSTITUTION/WITHDRAWAL OF BIDS :-

- (a) The tenderer may modify / substitute / withdraw its bid after submission, before the stipulated due date and time of submission of bids or any extension thereof through Rail Tel Portal (<https://kopt.enivida.in>) only.
- (b) Any alteration / modification in the Bid or additional information or material supplied subsequent to the Due Date and time of submission of tender or any extension thereof, or unless the same is expressly sought for by HDC, SMPK, shall be disregarded.
- (c) Except as specifically provided in this tender document or unless expressly and in writing asked for by HDC, SMPK no supplementary material / document submission will be entertained by HDC, SMPK after the stipulated date and time of submission of bids mentioned in this tender document, and

evaluation will be carried out only on the basis of materials/ documents received within the stipulated date and time of submission. Unsolicited material, if submitted, will be summarily rejected.

XI. OPENING OF BIDS:-

- (a) **The Part– I : 'Techno-Commercial Bid'** of the tender shall be opened electronically on the date specified in the SCHEDULE OF TENDER (SOT) or in any Addendum / Extension Notice, if any. Tenders submitted without cost of Tender Document and stipulated Earnest Money Deposit will be summarily rejected.
- (b) **The Part – II : 'Price Bid'** of only qualified tenderers will be opened at a later date with due intimation of date & time to such tenderers.

XII. VALIDITY OF TENDER:

- (a) The tender shall remain valid for acceptance for a period of 120 days from the date of opening of PART-I (Techno Commercial Bid).
- (b) Prior to expiry of the original tender validity period as stated at Clause XII (a) above, on request from HDC, SMPK tenderers may be required to extend the validity period for a specified additional period.

XIII. FRAUD & CORRUPT PRACTICES:

- (a) Any attempt to exercise undue influence in the matter of acceptance of Bids is strictly prohibited and any tenderer who resorts to this will render his bid liable to rejection.
- (b) HDC, SMPK will reject a proposal for award if it determines that the selected tenderer recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question or the Government has declared the selected tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract.

XIV. MISCELLANEOUS:

- (a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- (b) HDC, SMPK, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any tenderer in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to HDC, SMPK by, on behalf of and/or in relation to any tenderer; and/or
 - (iv) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any tenderer.

- (c) It shall be deemed that by submitting the tender, the tenderer agrees and releases HDC, SMPK, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- (d) All documents and other information supplied by HDC, SMPK or submitted by tenderer shall remain or become, as the case may be, the property of HDC, SMPK. HDC, SMPK will not return any submissions made hereunder. Tenderers are required to treat all such documents and information as strictly confidential.
- (e) HDC, SMPK reserves the right to make inquiries with any of the clients listed by the tenderers or the proposed key personnel(s) in their previous experience record.

B. INSTRUCTIONS TO TENDERERS: -

I. GENERAL INSTRUCTIONS:-

- (a) HDC, SMPK will not be responsible for any cost or expense incurred by the tenderer in connection with the preparation and submission of tender or for any other expenses incurred in connection with such bidding.
- (b) The work to be done is described in the Tender Document as defined in the “**Scope of Work**” at Article-A under “**Terms of Reference (TOR)**”.

II. INTERPRETATION & CLARIFICATION OF DOCUMENTS

- (a) The tender documents are drawn up in English and quotations and other documents that are to be filled in by the tenderer shall also be in English. The language to which the documents are to be interpreted shall be English and the interpretation of the accepting authority shall be final and binding on the tenderers.
- (b) In case a tenderer submits any document in a language other than English, it would be the responsibility of the tenderer concerned to provide at his cost and expenses and to the satisfaction and as per instructions and conditionalities imposed by HDC, SMPK an accurate translation of the document in English. HDC, SMPK reserves the right to specify instructions and conditionalities at its sole discretion, if such a situation arises. Such instructions and conditionalities imposed by HDC, SMPK shall be final and binding on the tenderer concerned.
- (c) For the purposes of this tender, Rs. “X” per US \$ shall be considered where “X” is the applicable currency conversion rate as on the date 7 days prior to the stipulated Date of opening of **PART- I**. In case of any other currency, the same shall first be converted to US \$ as on the date 7 days prior to the stipulated Date of opening of **PART- I** and the amount so derived in US \$ shall be converted into INR at the aforesaid rate (“X”). The conversion rate of currencies shall be the daily representative exchange rates published by the Reserve Bank of India in its website for the relevant date.

- (d) All dimensions shall be in metric system.
- (e) Addenda, Corrigenda and Circular Letters thus issued (if any) shall form part of the relevant tender documents.
- (f) The various documents comprising the full set of tender documents are complementary to one another and are to be taken as parts of a complete tender and mutually explanatory. These are subject to the relevant provisions of the General Conditions of Contract and to the following condition.
- (g) If the stipulations in the various tender documents be found to be at variance in any respect one will override others (but only to the extent as these are at variance) in the order of precedence as given in the list below, i.e. any particular item in the list will take precedence over all those placed lower down thereto in the list.
 - Letter of Award of Contract.
 - Schedule of Prices.
 - Terms of Reference
 - Instructions to Bidders and other provisions specified in this Tender Document
 - General Conditions of Contract.

III. PREPARATION AND SUBMISSION PROCEDURE OF TENDER:-

(a) Submission of Bid:- P A R T - I: (TECHNO-COMMERCIAL BID) should be submitted with the following:-

- (i) Tenderer(s) are required to submit a Power of Attorney as per the format enclosed at **APPENDIX-I**, authorizing a signatory of the tenderer to commit the tenderer to the terms and conditions of the tender, failing which the offer is liable to be rejected. In addition, a “Statement of Legal capacity” shall also have to be submitted by the tenderer as per the format enclosed at **APPENDIX-II**.
- (ii) Tenderer(s) are required to submit a Covering Letter to their Techno-Commercial Bid as per the format enclosed at **APPENDIX-III**.
- (iii) Tenderer(s) are required to submit Profile of the Tenderer as per the format enclosed at **APPENDIX-IV**. If the answers to any of SL. No. 4 (a) to (d) of Appendix – IV is “Yes”, the tenderer is not eligible for this particular tender.
- (iv) A statement in tabular form as per **APPENDIX-V(A)** providing information on the eligible assignments undertaken over the past 7 years preceding the date of opening of PART-I vis-à-vis respective order values and type of work. In addition, certificate from Beneficiary/Client for executed works of the eligible assignments as per format **APPENDIX-V(B)**.
- (v) A statement in tabular form as per **APPENDIX- VI** indicating Average Annual Financial Turnover for the last three completed financial years (2021-22, 2020-21, 2019-20) based on audited Annual Accounts supported by a Certificate from a Statutory Auditor / Chartered Accountant.
- (vi) A statement in tabular form as per **APPENDIX-VII** indicating particulars of key personnel committed for the work to be undertaken under this tender,

along with their educational qualifications, professional experience, number of eligible assignments and other assignments undertaken. A statement as per **APPENDIX-VIII** of respective eligible assignments undertaken in tabular form for each key personnel will also have to be provided, which is to be signed and dated in blue ink by the respective key personnel and countersigned by the tenderer.

While submitting these statements about assignments executed by Key Personnel's, the tenderer shall ensure the following :

- a) Key personnel have been proposed only if they meet the eligibility conditions stipulated in this tender document.
 - b) Declaration from each Key personnel concern mentioned at Appendix-VII as per the format **APPENDIX-IX**.
 - c) CVs as per **APPENDIX-X** of each and all key personnel proposed have been included
 - d) Different key personnel are provided for different positions, i.e to say that a particular key personnel proposed for a particular position is not proposed for another position.
 - e) No alternative proposal for any key personnel is being made & only one CV for each position has been furnished.
 - f) The CVs have been recently signed and dated in blue ink by the respective key personnel and countersigned by the tenderer.
 - g) The CVs shall contain an undertaking from the respective key personnel about his/her availability for the duration of the work as specified in this tender document.
 - h) No key personnel should have attained the age of 75 years on the date of opening of **PART-I** of this tender.
- (vii) Certified Copy of valid document of up-to-date payment of Professional Tax of Tenderer and his employees.
- (viii) Certified Copy of PAN & TAN.
- (ix) Details as per **APPENDIX-XI** in respect of proposed approach and methodology.
- (x) Pages related to the “**Schedule of Price**” in **blank condition** signed in blue ink by authorized signatory and bearing seal of the tenderer is to be submitted in token of the same having been read, understood and accepted by the tenderer and a Covering letter for the Financial Bid as per **APPENDIX-XII**.
- (xi) In case of a consortium, the consortium of firms shall appoint the Lead Member and a **Power of Attorney** shall be given in favour of the said Lead Member as per format given at “**APPENDIX-XIV**”.
- (xii) Certified copy of ‘Provident Fund Registration Certificate’ OR an Affidavit affirmed before a First Class Judicial Magistrate as per the Format given in **APPENDIX-XV** (in case the Tenderer is not covered under Provident Fund Act or exempted from it)
- (xiii) Certified copy of valid GST Registration No. / Code No.
- (xiv) Certified copy of Trade License, Certificate of Incorporation, Memorandum & Article of Association of the Tenderer whichever applicable.

- (xv) Copies of the audited Annual Accounts for the last three financial years.
- (xvi) Certified copy of 'Employees State Insurance (ESI) Registration Certificate' or an Affidavit affirmed before a First Class Judicial Magistrate as per the Format given in **APPENDIX-XVI** (in case the Tenderer is not covered under ESI Act or exempted from it).
- (xvii) Other document(s), which is/are required as per this tender and/or the Tenderer desires to submit (duly signed with seal).
- (xviii) Self declaration showing reasons if the tenderer is not required to register for Professional Tax/TAN/Trade License e.t.c.

Note :-

If an / any individual key personnel (or other personnel) makes a false averment regarding his/her qualification, experience or any other particulars, he/she shall be liable to be debarred for any future assignment of HDC, SMPK for a period of three years. The bid of the particular tenderer may also be liable for cancellation in such an event.

(b) Number of Bids To Be Submitted:-

Each tenderer shall submit only 1 (one) Bid in response to this tender. Any entity, which submits or participates in more than one Bid will be disqualified.

(c) Right To Accept Or Reject Bid:-

Notwithstanding anything contained in the Tender Document, HDC, SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without assigning any reasons, without any liability or any obligation for such acceptance, rejection or annulment.

(d) Amendment of Tender Document :-

- (i) At any time prior to the stipulated deadline for submission of the tender, HDC, SMPK may, for any reason, whether at its own initiative or in response to clarifications requested by tenderer(s), modify the Tender Document by the issuance of Amendment(s).
- (ii) Any amendments thus issued will be hosted on the website(s) mentioned in this tender document prior to the date specified for submission of the tender. All the tenderers who have downloaded/purchased the Tender Document shall verify if any such amendment / modifications have been issued before submitting their tender and shall take cognizance of and include such amendment(s) in their submission.

(e) Format of Bid:-

- (i) Tenderers shall provide all the information as per this Tender Document and strictly in the specified formats. HDC, SMPK would evaluate only those proposals that are received in the specified forms and complete in all respects.
- (ii) The signatory of the tenderer holding the Power of Attorney (explained later in this tender document) shall initial each page in blue ink with seal of the

tenderer. All/ any alteration, omission, additions made in any page shall also be initialed by him.

Note :-

- i) The bids will be based on lump-sum contract with the total lump sum charges/fees (in INR) to be paid by HDC, SMPK for the services / assignment under this tender.
- ii) The total Basic Bid price shall include remuneration for all personnel (expatriate and resident, in the field, office, etc.), accommodation, incidentals, overheads, software and IT supports, traveling expenses, printing and binding of reports, cost of drawings, design reports, expenditure related to presentations to be made during the selection process and/or execution of the assignment, sundries and all other expenditure for execution of this services and all taxes, except GST, which is to be mentioned separately. If there is any change in Service tax percentage, the actual prevailing rate at the time of payment will prevail.
- iii) The total amount would be the sum total of the Basic Price and GST. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. No counter conditions/deviations should be included in financial proposal. In case any assumption or condition/ deviation is indicated in the Financial Bid, it shall be considered non- responsive and liable for rejection.
- iv) The lump sum fees will be paid in stages as mentioned in **Section B** of **TOR**.
- v) Income Tax, and any other tax as per statutory provisions of Govt. of India and Govt. of West Bengal shall be deducted by HDC, SMPK from the invoice. HDC, SMPK will issue necessary Tax Deduction at Source (TDS) certificate.

IV. EVALUATION PROCESS:-

- (a) The submitted tenders shall be opened on the specified date and time of opening as per procedure detailed at SCHEDULE OF TENDER (SOT).
- (b) Prior to evaluation of Bids, HDC, SMPK will determine whether each of the Bids is responsive to the requirements of this tender document.
- (c) A Bid shall be considered responsive only if :
 - i) is accompanied by the required covering letter.
 - ii) is accompanied by the required Power of Attorney(s), executed as per applicable laws.
 - iii) contains all the pages of the tender document duly signed as stipulated in the tender document
 - iv) contains all the documents, information, certificates etc. as requested in the tender document.
 - v) contains information/ details in Formats as specified in this tender document.
 - vi) does not show inconsistencies between the details submitted in the tender and the supporting documents.
 - vii) has not proposed any deviation in the tender as compared to the terms & conditions, scope of work etc. as detailed in the tender document together with subsequent modifications(s) /amendment(s) thereof made through issuance of addenda, if any.

- viii) does not have any other inconsistency(ies) in the tender submitted by the tenderer.
- (d) HDC, SMPK reserves the right to reject any tender which is non responsive. The Earnest Money Deposit of a non-responsive Bid/Tender shall be forfeited.
- (e) To assist in the process of evaluation of Tender, HDC, SMPK may, at its sole discretion, ask any tenderer to provide additional documents / details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details / documents and / or clarification and the response shall be in writing through post or by facsimile.
- (f) If a tenderer does not provide clarifications / information / details sought under Clause IV (e) above within the specified time, its tender shall be liable to be rejected, at the sole discretion of HDC, SMPK. In case the tender is not rejected, HDC, SMPK may proceed to evaluate the Tender by construing the particulars requiring clarification to the best of its understanding, and the tenderer shall be barred from subsequently questioning such interpretation of HDC, SMPK.
- (g) HDC, SMPK shall subsequently examine and evaluate the bids in accordance with the Evaluation Methodology detailed at **Clause VIII of Section B** of this tender document
- (h) HDC, SMPK will not entertain any query or clarification from tenderers who fail to qualify at any stage of the tendering process.
- (h) Information relating to the examination, clarification, evaluation, and recommendation for the selection of Tenderers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising HDC, SMPK in relation to matters arising out of, or concerning the Selection Process. HDC, SMPK will treat all information, submitted as part of the tender in confidence and will require all those who have access to such material to treat the same in confidence. HDC, SMPK may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or HDC, SMPK.

V. NEGOTIATIONS WITH THE SUCCESSFUL TENDERER:-

- (a) The first ranked (selected) tenderer may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Financial Bid, but will be for re-confirming the obligations of the selected tenderer. Issues such as deployment of Key Personnel, understanding of the conditions of the tender, methodology and quality of the work plan shall be discussed during negotiations. SMPK. In case the selected tenderer fails to reconfirm its commitment, the Earnest Money Deposit of the selected tenderer would be forfeited.
- (b) HDC, SMPK will examine the credentials of all key personnel proposed for this tender and those not found suitable (other than Team Leader) shall be replaced by the successful tenderer to the satisfaction of HDC, SMPK.

VI. AWARD OF WORK

- (a) After the process of selection by SMPK is complete, HDC, SMPK would formally notify the award of contract through a Letter of Award of Contract to the selected tenderer. Sequel to this, the successful tenderer will immediately

communicate to General Manager (M&S), HDC within 7 days from the date of issuance of the letter of award of contract, his letter of acceptance of the award (from which point forward the selected tenderer would be termed as the Consultant) and would be required to enter into a formal Agreement with HDC, SMPK as per **APPENDIX-XIII** within one weeks of issue of “Letter of Award of Contract” by HDC, SMPK. All costs, charges and expenses including the stamp duty and related documentation charges incurred in connection with this Contract as well as preparation and completion of Agreement shall have to be borne by the Consultant. No bills of the Consultant will be passed for payment until the Contract Agreement is executed.

(b) The **commencement of work** shall be reckoned from the date of receipt of the letter of acceptance of the tenderer to the Letter of Award of Contract by HDC, SMPK.

(c) If the selected tenderer withdraws his bid or fails to communicate to General Manager (M&S), HDC within 7 days from the date of issuance of the letter of award of contract, his letter of acceptance of the award, or enter into the agreement, his order shall be liable to be cancelled or the contract terminated and his Earnest Money Deposit / Security Deposit accordingly, forfeited.

(d) In case the selected tenderer fails to comply with his obligation to communicate to General Manager (M&S), HDC within 7 days from the date of issuance of the letter of award of contract, his letter of acceptance of the award, HDC, SMPK may invite the second ranked tenderer for negotiations.

(e) The actions of HDC, SMPK as at Clause VI (c) & (d) above shall be without prejudice to any other right or remedy that may be available to HDC, SMPK.

VII. PROPRIETARY DATA

Subject to the provisions of **Clause-IV(i)** above, all documents and other information provided by HDC/SMPK or submitted by a tenderer and/or the Consultant to HDC/SMPK shall remain or become the property of HDC/SMPK. Tenderers and / or the Consultant, as the case may be, are to treat all information as strictly confidential. HDC/SMPK will not return any Bid/ Tender or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to HDC/SMPK in relation to the Consultancy shall be the property of HDC/SMPK.

VIII. EVALUATION METHODOLOGY

(a) A committee of HDC, SMPK will evaluate offers and assign scores to the technical and financial criteria.

(b) Selection of the successful tenderer for this assignment will be based on a technical and financial evaluation, with a weightage of **70:30**.

(c) The valid techno-commercial offers would be ranked on percentile basis with the offer securing highest technical marks taken as 100. For example, if the highest technical mark obtained is 90, marks awarded would be 100. Hence a proposal securing 75 marks would be getting $(100 \times 75 / 90 =)$ 83.33 points. This would be called **Final Technical Score (T^F)**.

(d) To be Techno-Commercially qualified, the tenderer(s) would have to score a minimum of 70 % of the total points, i.e., minimum 70 points out of a maximum achievable score of 100 points in the techno-commercial bid.

(e) Financial Bids of the techno-commercially qualified tenderer(s), having no deviations from the stipulated terms & conditions, would only be opened.

(f) The financial bids would also be ranked on percentile basis with the lowest bidder securing 100 points. For example, if the lowest bid is 60 units, points awarded would be 100. If the second lowest bid is for 80 units, points awarded would be $(100 \times 60 / 80) = 75$. This would be called **Final Financial Score. (F^F)**.

(g) Proposals will finally be ranked according to their combined technical and financial scores and would be called as **Final Combined Score (C^F)** $= (T^F \times 0.7) + (F^F \times 0.3)$

(i) The selected bidder would be the one having the highest combined score (C^F).

IX. EVALUATION CRITERIA AND SCORING OF TECHNO-COMMERCIAL BID.

(i) Number of eligible assignments undertaken by the bidder over the past 7 (seven) years preceding the date of opening of the Techno-Commercial Bid: (Total points 40)

This aspect would be ranked on percentile basis with the proposal indicating highest number of eligible assignments [refer Section-A, Clause-II (i)] getting full points, i.e. 40. For example, if the highest eligible assignments is 10, points awarded would be 40. Another proposal, with 8 eligible assignments would be getting $40 \times 8 / 10 = 32$ points.

The following table will show as to how the different eligible assignments undertaken by the bidders will be used for assigning marks.

Consultancy Fees	Criteria of assigning marks.	Marks to be assigned.
Rs 8 lakhs and above	For each eligible Assignment.	1
Rs 5 lakhs and above but less than Rs 8 lakhs	For every group of 2 eligible assignments.	1
Rs 4 lakhs and above but less than Rs 5 lakhs	For every group of 3 eligible assignments.	1

(ii) Value of eligible assignments executed: (Total points 20)

In respect of the eligible assignments (i.e. assignments considered for assigning marks), the following points would be awarded: -

a)	Each study costing \geq Rs. 8 lakh	1 point
b)	Each study costing \geq Rs. 5 lakh but $<$ Rs. 8 lakh	0.75 point
c)	Each study costing \geq Rs. 4 lakh but $<$ Rs. 5 lakh	0.5 point

The total scores of all assignments would be added for each bidder and thereafter on percentile basis the proposal with the highest score would be awarded full points, i.e.20. For example, if the highest score is say 40, points awarded would be 20. Another proposal, securing a combined score of say 25 would be getting $20 \times 25 / 40 = 12.5$ points.

(iii) Approach & Methodology (Total points 10)

The bidder has to submit a short write-up on their Approach and Methodology as described under **APPENDIX-XI** to be adopted for carrying out the required study as per the scope of work.

In respect of this, points would be allotted as average of aggregate points awarded by individual members of the Committee formed at SMPK for evaluating the bid as per subjective individual assessment.

(iv) Area of expertise of key personnel: (Total points 30)

- a. The tenderer shall provide a detail of the eligible assignments executed by each of the proposed key personnel over the last 7 (seven) years preceding the date of opening of the Techno-Commercial Bid along with relevant document(s) in support of execution of the Eligible Assignment as defined under Section-A, Clause-II(i) costing not less than Rs. 4 lakh (Rupees Four Lakhs only).
- b. Points will be assigned to the key personnel for carrying out each Eligible assignments as based on the value of the assignments as shown below.

Each eligible assignment costing \geq Rs. 8 lakh	1 point
Each eligible assignment costing \geq Rs. 5 lakh and $<$ Rs. 8	0.75 point
Each eligible assignment costing \geq Rs. 4 lakh and $<$ Rs. 5	0.5 point

- c. Maximum points for evaluation of scores for each of the key personnel is shown below: -

Key Resource Person	Max Points
Team Leader cum Infrastructure Planner	12
Traffic -cum Marketing Expert	9
Financial Expert	9

The total score on the basis of the points on eligible assignments shown above at iv(b) would be computed for each key resource person of each bidder and this would then be ranked on percentile basis with the highest score amongst all bidders getting full points. For example, if the highest no of eligible assignment undertaken by any Team Leader cum Infrastructure Planner is say 20, points awarded would be 12. Another Team Leader cum Infrastructure Planner, securing a combined score of say 15 would be getting $12 \times 15 / 20 = 9$ points.

C. OTHER PROVISIONS:

I. 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 (<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.

II. SECURITY DEPOSIT

(a) HDC, SMPK shall retain by way of Security Deposit, @ 3% (three per cent) of the final agreed cost (Agreement Value) to be deposited by the selected tenderer / Consultant in by Banker’s Cheque or by Demand Draft of any Nationalised Bank of India or Scheduled Bank as approved by Government of India drawn in favour of Haldia Dock Complex; Syama Prasad Mookerjee Port, Kolkata and payable at Haldia.

(b) The selected tenderer / Consultant may, in lieu of II (a) above furnish a Bank Guarantee as per format to be provided by HDC, SMPK on request of the selected tenderer / Consultant in this regard.

(c) The Security Deposit either as per II (a) or (b) above would have to be deposited within 30 days from commencement of the work as defined at Clause- VI (b) under Section-B herein above, failing which the HDC/SMPK will convert the earnest money into security deposit and the balance security deposit will be recovered from the bills.

(d) The Security Deposit is liable for appropriation / forfeiture, without notice to the selected tenderer / Consultant as per provisions specifically mentioned hereunder at (a) and (b) or as elsewhere mentioned in this tender document.

(i) In case it is found after issuance of Letter of Award of Contract or signing of the Agreement or commencement of the contract, that one or more of the eligibility conditions have not been met by the selected tenderer / Consultant or the selected tenderer / Consultant has made material misrepresentation or has given any materially incorrect or false information.

(ii) If the selected tenderer fails to enter into the agreement within the timeframe specified in this tender document.

(e) The Security Deposit so held shall be returned to the selected tenderer / Consultant at the end of 3 (three) months after successful completion of the contract and/or subject to recovery/recoveries, as provided under this tender.

III. LIQUIDATED DAMAGES FOR DELAY

a) The consultant shall be required to submit the final report within 13 weeks i.e. cumulative over the time frame mentioned under Sl. No. 1, 2, 4 and 6 of table at Section B of TOR. In case the consultant fails to submit the final report within this time frame of 13 weeks, LD shall be imposed @ 0.5% of the total fee payable for

each week of delay subject to maximum of 10%(ten percent) of the total fee payable. The LD shall be deducted from the amount payable to the consultant.

- b) However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted, at the sole discretion of SMPK.

IV. PAYMENT TO THE SELECTED TENDERER

(a) The Consultant shall be paid in stages as per Clause-B under Terms Of Reference (TOR) subject to the following conditions:-

- i) No payment to the Consultant shall be due for any/all payment stage till the consultant completes to the satisfaction of HDC, SMPK, the work pertaining to that particular and / or preceding payment stage(s).

- ii) HDC, SMPK shall pay to the Consultant only the undisputed amount.

- iii) No bills of the Consultant will be passed for payment until the Contract Agreement is executed.

(b) In respect of IV (a)(i)&(ii) above, HDC, SMPK shall release payment to the Consultant within 30 (thirty) days from the date of the receipt of duly completed bills from the consultant by HDC, SMPK, subject to provisions as at IV(a) above.

(c) The final payment of IV(b) above shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by HDC, SMPK. In case of no such confirmation of satisfactory completion in writing by HDC, SMPK, the services of the Consultant shall be deemed completed and finally accepted by HDC, SMPK and the final report shall be deemed approved by HDC, SMPK as satisfactory, upon expiry of 90 (ninety) days after receipt of the final report by HDC, SMPK unless HDC, SMPK, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. HDC, SMPK shall make the final payment of IV(b) above within 30 (thirty) days from the receipt of duly completed bills from the consultant and / or from the date of acceptance or deemed acceptance of the final report by HDC, SMPK, whichever is later.

(d) The payment will be released to the Lead Member in case the successful tenderer is a consortium of firms. The selected tenderer will have to indicate (i) Name of bank (ii) Branch name (iii) Branch code and (iv) Designated account number. In case payment is made directly through bank, the selected tenderer may be required to submit a pre- receipt as per instruction of HDC. All payments shall be made upon receipt of the selected tenderer Invoice 3 (three copies along with other relevant documents and acceptance by HDC; SMPK's authorized representative/ Engineer of the Contract.

V. MODE OF PAYMENT:

Payment will be made directly to the selected tenderer's designated bank account. For this purpose, the selected tenderer will have to indicate (i) Name of bank (ii) Branch name (iii) Branch & IFSC code and (iv) Designated account number. In case

payment is made directly through bank, the selected tenderer may be required to submit a pre-receipt as per instruction of HDC.

All payments shall be made upon receipt of the selected tenderer Invoice 3 (three copies along with other relevant documents and acceptance by HDC; SMPK's authorized representative/ Engineer of the Contract.

VI. DUE DATE FOR PAYMENT:

Payment shall be made within the time frame stipulated in Clause-IV above of "Other Provisions".

VII. TAXES & DUTIES:

The rate quoted by the tenderer shall be inclusive of all charges excluding GST. GST will be paid extra at applicable rates at the time of payment on issuance of invoice with Tax breakup.

VIII. GOODS & SERVICES TAX (GST):

- i) Service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- ii) The Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata (SMPK), then payments to Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time SMPK is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to SMPK in terms of GST laws and that the credit of GST so taken by SMP, Kolkata is not required to be reversed at a later date along with applicable interest.
- iii) SMPK has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the service provider. Any loss of input tax credit to SMPK for the fault of supplier shall be recovered by SMPK by way of adjustment in the consideration payable.
- iv) Supplementary invoices/Debit note/credit note for price revisions to enable SMPK to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- v) The work order shall be void, if at any point of time the Service provider is found to be black listed as per GSTN rating system and further no payment shall be entertained.

IX. PERMITS FOR DOCK ENTRY:

The consultancy firm shall have to obtain required dock entry permits for its man and vehicles from HDC Permit Office on chargeable basis (as per Scale of Rates of

HDC, SMPK) at its own cost and arrangements during the currency of the contract. The firm may visit SMPK website for the rates for permit charges.

TERMS OF REFERENCE (TOR)

A. SCOPE OF WORK:-

HDC envisages to build a “SMART INDUSTRIAL PARK” on 170 acres of land (sketch plan at **APPENDIX-XVIII**) at Haldia by allotment of different parcels of land to different industries on long term lease basis for setting up of Port based industries which has interface with Port by the way of handling cargo through port. The consultant will submit a report after carrying out the following studies.

1. Location and Site Assessment

- Analysis of factors influencing the site’s potential /suitability for the envisaged development on various parameters like Location, waterfront, accessibility (road, rail, port/water, airport), linkages and connectivity to growth centres, supporting physical infrastructure, etc.
- Socio economic profile of the region (Demographic, GSDP, workforce, EXIM data).
- Conducting a “Strengths, Weaknesses, Opportunities, Threats” (SWOT) analysis for the project site.

2. Industrial Opportunity Assessment

- Overview of the industrial scenario in the region.
- Level of industrial development - Key industrial sectors, industrial zones active in the region.
- Current and future trends for various industrial sectors.
- Qualitative assessment on performance of various industrial segments.
- The type of industrial developments expected to come up leveraging the available resources of land, water front, Port facilities& other infrastructural facilities available at Haldia region.
- The study shall also include identifying potential for setting up new promising industries on this land.
- Demand assessment for the additional cargo that can generate due to such Industrial Park/City.

3. Demand Assessment

- Evaluation of the shortlisted industrial segments on the basis of various parameters to arrive at a ranking (through a matrix) of the shortlisted industrial segments.
- Broad level demand assessment with respect to the present demand and future growth potential of the identified segments.
- Assessment of potential land requirement for each of the industrial segment at the subject location.

4. Project Conceptualization

- Deriving the optimal project component mix for integrated land development.

- Typology and scale of development.
- The Consultant shall submit a detail layout plan of its proposal showing allocations of land for different purposes out of the total area available including common facilities requirements, the connectivity of rail/road/pipeline network etc. towards setting up of the Port-Led Industrial Park.
- Phasing and implementation structure.
- High level conceptual plan with a graphical and narrative description of proposed project(s).
- Resultant expected cargo augmentation at HDC, SMPK.
- The Consultant shall identify the measures/ development work required to be undertaken by HDC if any, which could result in attracting such promising industries for setting up their facilities along with associated infrastructure.

5. Pre-Feasibility Assessment

- Develop a financial model with annual timelines, for the proposed project for a period of 30 years/ 60 years. The financial model to include assumptions in relation to assessment of the cost and revenue of the project; demand forecast; project implementation schedule; funding structure; prevailing rates of inflation, tax and depreciation; applicable incentives/exemptions; cash flows; P&L account; balance sheet; etc.
- Financial Viability Assessment - Analyze P&L Statement, Cash Flow Statement and various financial indicators like Net Present Value (NPV), Internal Rate of Return (IRR), etc. to estimate the project's financial viability.
- Scenario Generation and Sensitivity Analysis – Generation of a range of scenarios to assess the sensitivity of various assumptions of the financial model.

B) TIME SCHEDULE FOR COMPLETION OF THE ASSIGNMENT: -

Key assignments milestones and timelines :

SL. No.	Deliverables	Timeline	Percentage of total fee to be paid
1	Submission of Draft Report	5 weeks from the date of Commencement of work.	
2	Presentation on the Draft Report	1 week after submission of the Draft Report.	40%
3	Comments of SMPK on the Draft Report	1 week from the date of Presentation.	
4	Submission of the Draft Final Report	3 weeks from the date of comments of SMPK on Draft Report	30%
5	Comments of SMPK on the Draft Final Report	1 week from the date of submission of the Draft Final Report	
6	Submission of Final Report	4 weeks from the date of comments of SMPK on Draft Final Report.	30%

The commencement of work shall be reckoned from the date of receipt of the letter of Acceptance of the tenderer to the Letter of Award of Contract.

DELIVERABLES BY CONSULTANT

a) For 1st stage.

Submission of Draft Report which must include all the work components of the Scope of Work. The consultant will then give presentation on the draft report to SMPK. They will also submit at least 10 hard copies and 1 soft copy of the draft report.

b) For 2nd stage.

Submission of Draft final report which must include all components of the scope of work incorporating the modifications / changes / additions suggested by SMPK in its comments on the Draft Report. They consultant will submit at least 10 hard copies and 1 soft copy of the draft final report to SMPK for their comments.

c) Final Stage.

Submission of Final Report which must include all the work components of the Scope of Work, incorporating suitable modifications in accordance with the comments of SMPK on the Draft Final Report. Consultant will have to submit at least 20 hard copies in original and 1 soft copy of the final report.

C) SUBSTITUTION OF KEY PERSONNEL:-

HDC, SMPK will not normally consider any request of the selected tenderer for substitution of Key Personnel.

Substitution will, however, be permitted only if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of HDC, SMPK. Such substitution shall ordinarily be limited to one Key Personnel.

Substitution of the Team Leader will not normally be considered and may lead to disqualification of the selected tenderer and / or termination of the contract.

PART-II: PRICE BID

The Tenderer shall quote all his prices for this tender through online (<https://kopt.enivida.in>) as per the format given at “**SCHEDULE OF PRICES**”.

SCHEDULE OF PRICES TOTAL LUMP SUM PRICES

(Bidder not to quote here, to be filled up/quoted online only)

SL. No.	DESCRIPTION	AMOUNT (in Rs.)
A	Lump Sum Consultancy Cost (inclusive of all but excluding GST component only.)	In figures (.....) In words (.....)
B	GST (applicable as per law)	In figures (.....)
TOTAL LUMP SUM PRICE (Sum of A and B):-		In figures (.....)

For and on behalf of :

Signature:

(Authorized Representative and Signatory)

Name of Person :

Designation :

APPENDIX-I

**FORMAT FOR POWER OF ATTORNEY
FOR SIGNING OF TENDER**

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Know all men by these presents, We, (name of Firm/lead member and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son / daughter/ wife and presently residing atwho is presently employed with / retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for Tender Name {.....} bearing Tender No. **Ad/146/SPIC/2022/1** of HDC, SMPK (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said tender and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For

.....
(Signature, name , designation and address)

Witness :

- 1.
2. Notarized

Accepted

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

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a Non-Judicial stamp paper of Rs. 50 [fifty] and duly notarized by a notary public.

Wherever required, the tenderer should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the tenderer.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by tenderers from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-II

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

.....

.....

Dear Sir,

**Sub: Tender name [.....] bearing Tender
No. Ad/146/SPIC/2022/1.**

I/We hereby confirm that, the tenderer, satisfy the terms and conditions laid down in the NIT and tender document of the subject tender.

I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

.....

* Please strike out whichever is not applicable

APPENDIX – III

Covering Letter to Techno-Commercial Bid
(To be forwarded on the letter head of the Applicant)

Dated :

**To,
General Manager (M&S),
Haldia Dock Complex,
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipore,
Pin-721607; West Bengal**

Dear Sir,

1. We, _____(Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our **Tender for (Tender Name & No.)**_____, containing all required documents as specified in the tender document and as per instructions contained in the said tender document.
2. All information provided in the tender including those in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. We shall make available to Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as HDC, SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender
4. We acknowledge the right of HDC, SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We also certify / declare the following
 - a. We have not been debarred / delisted by any Govt. / Semi-Govt. / PSUs. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 5 years ending on the date of opening of the techno commercial part of the tender.
 - c. We satisfy the legal requirements and meet all the eligibility criteria laid down in the Tender Document.
 - d. We are not associated with any other firm bidding for the same work.

- e. We have downloaded the tender document from the website(s) as indicated in the Tender Notice and we have not altered / changed / deleted / modified any clause of the tender document so downloaded. We understand that in case any change (in words, specification etc.) is detected in the submitted tender document, the same will be summarily rejected outright by HDC, SMPK and we agree to the same.
6. We further certify / declare that :
- a) We have examined in detail and have understood the terms and conditions stipulated in the Tender Document issued by HDC, SMPK and in any subsequent communication sent by HDC, SMPK. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Tender Document or in any of the subsequent communications from HDC, SMPK.
- b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.
7. We understand that HDC, SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.
8. _____ (Name of Tenderer) hereby undertakes that we will abide by the decision of HDC, SMPK in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by HDC, SMPK in this regard.
9. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the Tender Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder

Name:

Designation:.....

Date :

Seal

APPENDIX-IV

PROFILE OF THE TENDERER

Tender No.: Ad/146/SPIC/2022/1

1.
 - (a) Name of the Firm (s) :
 - (b) Legal status (eg. Incorporated Pvt. Company, unincorporated business, partnership, etc.):
 - (c) Country of incorporation: Registered address:
 - (d) Address of the corporate headquarters and its branch office(s), if any in India:
 - (e) Date of incorporation and commencement of business:
 - (f) Years of operation since commencement:
 - (g) Staff strength (technical and other specialty personnel only):

Note: for consortium, profile of the each members firm shall be furnished separately.

2. Brief description of the Company including details of its main lines of business and principal place of business.
3. Details of (i) authorized signatory of the tenderer and (ii) Power of Attorney Holder of the Tenderer for this particular tender
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. In the last five years preceding the date of opening of **Part-I** (Techno-Commercial Bid) of this tender has the tenderer (mark yes/no)
 - a) been penalized by any organization for poor quality of work or breach of contract
 - b) ever failed to complete any work awarded to it by any public authority / entity
 - c) been blacklisted by any government department / PSU
 - d) suffered bankruptcy / insolvency

Signature of Power of Attorney Holder

Name:.....

Designation:.....

Date :

Organization Seal

APPENDIX-V(A)

Format for providing information of Eligible Assignments undertaken over the past 7 years
Preceding the date of opening of PART-I.

Tender No.: Ad/146/SPIC/2022/1

Sl. No.	Name of Eligible Assignment undertaken	Name and Address of Client	Telephone No. and Fax No. of Client's representative	Short Description of services provided by tenderer to client	Type of project	Order Value of the assignment (in Rs Lakh)	Commencement date of the assignment by the tenderer (dd/mm/yyyy)	Completion date of the assignment by the tenderer (dd/mm/yyyy)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Signature of Power of Attorney Holder

..... Name:

..... Designation:

.....

Date :

(Seal)

- Note: a) The Applicant should provide details of only those completed assignments that have been undertaken by it under its own name.
b) Applicant have to enclose all relevant document in support of execution of work such as LOI/ Work Order, Order Value, and Completion Certificate from the beneficiary.

Certificate from the Statutory Auditor^{\$}This is to certify that the information contained in **Column 7** above is Correct.

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

Date :

^{\$} In case the tenderer does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the tenderer.

APPENDIX-V(B)

**Format for proof of executed value of the Eligible Assignments
by the Tenderer from its Beneficiary to the effect.**

This is to certify that M/s.(name of the tenderer) have been awarded contract No.....dated.....for the purpose undertaking(short Description of services provided by tenderer to client) .

The firm has successfully completedportion of the total assignment and have been paid a sum of Rs.....(in words.....) for the same.

The overall work done by M/s.(name of the tenderer) has been satisfactory.

Name of the client: M/s.....

Name of the Authorized person:.....

Authorized Signature & Stamp:

Phone/Fax of Client:.....

E-mail of Client:.....

APPENDIX-VI**Financial Capacity of the Tenderer**

SL. No.	Financial Year	Annual Financial Turnover (Rs. In lakhs)
1	2021-22	
2	2020-21	
3	2019-20	

Signature of Power of Attorney Holder
 Name:
 Designation:

Date :(Seal)

Certificate from the Statutory Auditor

This is to certify that (name of the tenderer) amounts indicated under the column “**Annual Financial Turnover**” is correct.

(Signature, name and designation of the authorized signatory)

Date : _____

(Name and Seal of the audit firm)

Note:

In case the applicant does not have a statutory auditor, it shall provide the certificate from the Chartered accountants that ordinarily audits the annual accounts of the Applicant.

APPENDIX-VII**Particulars of Key Personnel**

Sl. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience as per Article-III of Section-A	Present Employment		No. of Eligible Assignments undertake during last 5 years ending on the date of submission of the bids as per Article-III of Section-A	No. of other Assignments
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Team Leader-cum Infrastructure Planner							
2	Traffic cum Marketing Expert							
3	Financial Expert							
4	Others (please specify)							

Signature of Power of Attorney Holder

.....

Name:.....**Designation:**.....**Date :**.....**Seal and Stamp**

APPENDIX-VIII

Format for providing information of Eligible Assignments executed by key personnel for the last 5 years ending on the date of submission of the bids.

Note: Use separate forms for each key personnel

Name of Key personnel:.....

Function/ Role for this particular work :

Sl. No.	Name of Eligible Assignment Undertaken Conforming to Article-III at point (c) of the table for each Key personnel under Section-A	Name and Address of Client	Telephone No. and Fax No. of Client's representative	Short Description of services provided by key personnel to client	Type of project	Order value of the assignment (in Rs lakh)	Commencement date of the assignment by the tenderer (dd/mm/yyyy)	Completion date of the assignment by the tenderer (dd/mm/yyyy)
1	2	3	4	5	6	7	8	9

Signature of Power of Attorney Holder

Name:

Designation:

Date :

Seal and Stamp

Note: a) The key personnel shall provide details of only those assignments in which they have worked and the assignment is completed.

b) Key personnel have to attach all relevant documents in support of information provided for executing eligible assignments failing which the assignment will not be considered as eligible executed assignment.

Declaration from each Key Personnel concerned

I declare that the information are given at Appendix-VII and Appendix-VIII in respect of
(Name of the key personnel) are true and correct to the best of my knowledge and belief.

Date : (Signature and name designation of key personnel concerned)

Note: This certificate should be given by all the Key Personnel separately.

APPENDIX-X

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of eligible assignments on which the Personnel has worked

<u>Name of project</u>	<u>Description of responsibilities</u>
------------------------	--

8. List of other assignments on which the Personnel has worked

<u>Name of project</u>	<u>Description of responsibilities</u>
------------------------	--

Certification:

1. I am willing to work on the Project pertaining to
(.....) [Tender name] and I will be available for
entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV
correctly describes my qualifications, my experience and me.

(Signature and name of the key personnel)

Date and Place.....

(Signature and name of the authorised signatory of the tenderer)

Notes

- f* Use separate form for each key personnel.
- f* Eligible assignments listed under Sl. 7 should be of the same order as in Appendix - VIII
- f* To be recently signed and dated in blue ink by the respective key personnel and countersigned by the tenderer. Photocopy or unsigned and/or non-countersigned CVs shall be rejected.

APPENDIX-XI

Proposed Methodology and Work Plan

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

1. Understanding of TOR (not more than two A4 pages).

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

2. Methodology and Work Plan (not more than three A4 pages).

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the work sequencing, personnel wise man-days proposed, locations of important activities, different alternatives and selection of optimum one covering broadly all aspects of the Scope of Work and provide a quality assurance plan for carrying out the Consultancy Services.

Signature of Power of Attorney Holder

.....

Name:.....

Designation:

Date :

Seal and Stamp

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

APPENDIX-XII

COVERING LETTER TO FINANCIAL BID

(To be forwarded on the letter head of the Applicant)

Date :

Tender No.: Ad/146/SPIC/2022/1

**To,
General Manager (M&S)
Haldia Dock Complex
Jawahar Tower Complex,
P.O. Haldia Township,
Dist. Purba Medinipore,
Pin-721607; West Bengal**

Dear Sir,

We, _____ (**Name of tenderer**) having examined the Tender Document and understood its contents, hereby submit our **Financial Bid for** _____ (**Tender Name & No.**), as per instructions contained in the said tender document.

I/We agree that this offer shall remain valid for a period of 120 days from the date of opening of Cover II (Techno Commercial Bid) or such further period as may be mutually agreed upon.

Yours faithfully,

Signature of Power of Attorney Holder

.....

Name:.....

Designation:

Date :.....

Seal & Stamp

APPENDIX - XIII

PROFORMA OF FORM OF AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF.....

Made this day of Two thousand and

Between Hereafter

called the “Consultant ” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assign) of the one part and

..... hereinafter called the “Client” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assign) of the other part.

WHERE AS :-

- (a) Client being desirous of getting executed the Work mentioned, enumerated or referred to in the Tender Document including Notice Inviting Tender, Instruction to Tenderers, General Conditions of Contract, Terms of Reference, Schedule of Prices, Time Schedule, and other Documents, has invited tenders.
- (b) Consultant has inspected Site and surroundings of Work specified in the Tender Document and satisfied himself by careful examination before submitting his Tender as to the nature and magnitude of Work and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference to or with the execution and completion of Work, to be carried out under Contract, and has examined and considered all other matters, condition and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the completion of work and which might have influenced him in making his Bid.
- (c) The Notice inviting Tender, Instruction to Tenderers, General Conditions of Contract, Terms of Reference, Schedule of Prices, Time Schedule, Letter of Award of Contract , Letter of Acceptance of Contract and any other documents and enclosures, copies of which are hereto annexed are included in the expression “Contract” wherever herein used :

And Whereas

Client accepted the Bid of Consultant for the provision and the performance of Work at the Contract Price as indicated in Contract upon the terms and subject to the Conditions of Contract.

Now This Contract Agreement Witnesseth And it is hereby agreed and declared as follows :

1. In consideration of the payment to be made to Consultant for Work to be executed by him, Consultant hereby covenants with Client that Consultant shall and will duly provide, and complete work and shall do and perform all other acts and things in Contract, mentioned or described or which are to be implied therefrom or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in Contract.
2. In consideration of the due provision, execution and completion of Work by the Consultant in accordance with the terms of the Contract, the Client does hereby agree with Consultant that Client will pay to Consultant the respective amounts for the work actually done by him and approved by Client as per Payment Terms accepted in Contract and payable to Consultant under provision of Contract; such payment to be made at such time and such manner as provided for in the Contract.
3. In consideration of the due provision, execution and completion of work, Consultant does hereby agree to pay such sums as may be due to Client for the services rendered by Client to Consultant as set forth in Contract and such other sums as may become payable to Client towards loss, damage to the Client; such payments to be made at such time and in such manner as is provided in Contract.

IN WITNESS WHEREOF the Parties have executed these presents on the day and the year first **above written.**

**Signed and Delivered
for and on behalf of Client.**

DATE _____

PLACE _____

**Signed and Delivered For and on behalf of
Consultant.**

DATE _____

PLACE _____

In presence of two Witnesses.

Witness 1:.....

Witness 2:.....

APPENDIX – XIV

Power of Attorney for Lead Member of Consortium

Whereas the (“the Authority”) has invited tender applications from interested parties for theProject (the “Project”).

Whereas,,and (collectively the “Consortium”) being members of the Consortium are interested in the proposed assignment in accordance with the terms and conditions of the tender documents and other connected documents in respect of the proposed assignments, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s.having our registered office at, Ms.having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s.having its registered office at, being one of the Members of the Consortium, as the Lead Member of the Consortium .We hereby irrevocably authorize the Lead Member to conduct all the activities as may be necessary on behalf of the Consortium. In the event the Consortium is awarded the assignment, during the execution of the assignment and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required to the submission of tender for the proposed assignment , including but not limited to signing and submission of all tender documents and other documents and writings, accept the Letter of Award and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the financial proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and / or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the proposed assignment and / or upon award thereof till the Letter of award is issued .

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF20.....

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

Witnesses :

1.

2.

.....

APPENDIX – XV

[Format for Affidavit (in case the Tenderer is not covered under P.F. Act or exempted from it)]

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:

APPENDIX-XVI

**[Format for Affidavit (in case the Tenderer is not covered under ESI Act
or exempted from it)]**

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 :

APPENDIX-XVII**BID RESPONSIVE CHECKLIST**

The following documents needs to be uploaded by the bidder along with offer for meeting the pre-qualification criteria otherwise their offer may be rejected.

Sl No	Documents	Submitted (Yes/No)
1	Bid Security (EMD)	
2	Bid Document Fee (BDF)	
3	For claiming exemption towards EMD and/or BDF submission, the bidder shall have to submit the following documents (if applicable): (i) Valid NSIC Registration Certificate with list of stores / items / services / works for which registration is issued, (ii) Certificate of DIC or AADHAR based MSME certificate where the categories of firm i.e. Micro or Small is mentioned.	
4	Necessary documents (Order Letter and successful completion certificate) in support of successful execution of eligible assignments as sought at Section-A, Clause-(II)(i) of PART-I of Tender document.	
5	Audited balance sheet and Profit & Loss account for the 3 (three) financial years (i.e. 2019-20, 2020-21 and 2021-22).	
6	Self certified copy of PAN.	
7	Self certified Copy of GST Registration Certificate / Provisional Registration Certificate (GSTIN).	
8	Copy of the Tender Document duly signed by the Power of Attorney in all pages.	
9	Power of Attorney as per APPENDIX-I	
10	Statement of Legal Capacity of the Tenderer as per APPENDIX-II	
11	Covering Letter to Techno-Commercial Bid as per APPENDIX-III	
12	Profile of Tenderer as per APPENDIX-IV	
13	Details of Eligible Assignment undertaken by the Tenderer as per APPENDIX-V(A)	
14	Proof of executed value of the ongoing assignment as per the format given at APPENDIX-V(B) from the beneficiary for considering as eligible assignment.	
15	Financial Capacity of the Tenderer as per APPENDIX-VI	
16	Particulars of Key Personnel APPENDIX-VII	
17	Information of Eligible Assignments executed by key personnel for the last 5 years as per APPENDIX-VIII	
18	Declaration from each Key Personnel's as per APPENDIX-IX	
19	CV of each Key Personnel's as per APPENDIX-X	
20	Proposed Methodology of Work as detailed under APPENDIX-XI	

21	Covering Letter to Financial Bid as per APPENDIX-XII	
22	Power of Attorney for Lead member of Consortium as per APPENDIX-XIV if applicable.	
23	Certified copy of 'Provident Fund Registration Certificate OR an Affidavit affirmed before a First Class Judicial Magistrate as per APPENDIX-XV in case the Bidder is not covered under Provident Fund Act or exempted from it.	
24	Certified copy of 'Employees State Insurance (ESI) Registration Certificate' OR an Affidavit affirmed before a First Class Judicial Magistrate as per APPENDIX-XVI in case the Bidder is not covered under ESI Act or exempted from it.	
25	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.	
26	"Schedule of Price" in blank condition duly signed.	
27	Certified copy of Trade License, Certificate of Incorporation, Memorandum & Article of Association of the Tenderer whichever applicable.	
28	Other document(s), which is/are required as per this tender and/or the Tenderer desires to submit (duly signed with seal).	

APPENDIX-XVIII

