

TENDER DOCUMENT

Tender Notice

N.I.T. No. SMP/KOLKATA/KDS/TFC/02/2020

SYAMA PRASAD MOOKERJEE PORT

TRAFFIC DEPARTMENT

40, C.G.R. ROAD,

KOLKATA- 700043

Phone No. 033 24392926

Email ID: tm@kolkataporttrust.gov.in

E-Tender under two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) for “Allotment of Truck Parking Lot for Operation, Maintenance and running of truck parking facility at Plot No-4,Dhobitalaw Contract on O & M Contract with annual renewal up to consecutive five years, on “as is where is” basis though civil infrastructure is developed / is being developed , without further renewal option, to willing tenderers through e-tender” is invited.

Tender Document and extension-notice / corrigendum / addendum / clarifications / any other notice, if any are being hoisted in the websites of Syama Prasad Mookerjee Port, Kolkata (www.kolkataporttrust.gov.in) and CPPP (Central Public Procurement Portal i.e. www.eprocure.gov.in). The CPPP website shall have to be accessed for the sake of submission of bid, while SMP, KOLKATA website is only for the purpose of viewing/intimation of the prospective bidders.

SCHEDULE OF TENDER (SOT):

a.	N.I.T No. and Date	SMP/KOLKATA/KDS/TFC/02/2020 , 14.08.2020
b.	MODE OF TENDER	<p>e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPP Portal.)</p> <p>The intending bidders are required to submit their offer electronically through NIC's CPP Portal for e-Procurement (GePNIC).</p> <p>No tender shall be accepted by the office of SMP, KOLKATA, if submitted by hard copy, except some specified documents (as mentioned hereunder in this tender document). The said specified documents if any shall have to be submitted to the Traffic Manager, Syama Prasad Mookerjee Port (SMP, KOLKATA).</p>
c.	Date of NIT available to parties to download	From 17.08.2020
d.	Time period for submission of query by e-mail and request for site inspection	By 16:00 hrs on 20.08.2020
e.	Date of site visit	25.08.2020

f.	Date & time of Pre-Bid Meeting	At 15:00 hrs on 28.08.2020
g.	Likely time of uploading the Addendum, if any	By 02.09.2020
h.	Date of Starting of e-Tender for submission of online Techno-Commercial Bid and Price Bid at www.eprocure.gov.in	From 04.09.2020
i.	Last date & time of remittance of EMD & tender fee	Upto 16-00 hrs. on 18.09.2020 (<i>remittance of EMD & tender fee thereafter and within the closing time of bid submission is entirely at the risk and responsibility of the bidder concerned</i>)
j.	Date of closing of online e-tender for 'submission of Techno-Commercial Bid & Price Bid'	Upto 16-00 hrs. on 18.09.2020
k.	Date of closing of submission of hard copies of the listed papers to the Traffic Manager	Upto 16-00 hrs. on 18.09.2020
l.	Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	At 16:00 Hrs. on 21.09.2020

Note:

1. *Opening of on-line Techno-commercial & Price bids and hard copies of documents are not public events and hence, presence of bidders is not required for such events.*
2. *However, opening of sealed envelopes containing tender fee and EMD is a public event. Presence of bidders or their authorized representatives is required during opening of tender fee and EMD envelopes.*
3. *The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained in the tender document.*

Traffic Manager
 Traffic Building, SubhashBhawan
 TRAFFIC DEPARTMENT
 40, C.G.R. ROAD,
 KOLKATA- 700043
 Phone No. 033 24392926
 Email ID:
 tm@kolkataporttrust.gov.in

INDEX

Sl. No.	Contents	Annexure / Appendix No.	Starting Page No.
1.	NIT		1
2.	Truck / Trailer Parking Terminal details	Annexure –I	4
3.	a) Guidelines for registration & submission of Tender and remittance of Tender fee & EMD	Annexure – II (a)	5
	b) Do's & Don'ts for Tenderers	Annexure- II (b)	9
4.	General Information & Instructions, Payment terms and conditions of contract	Annexure – III	11
5.	Terms & Conditions of O&M Contract	Annexure –IV	17
6.	Evaluation Criteria & Process	Annexure –V	23
7.	List of documents to be uploaded & submitted by the Tenderers	Annexure –VI	25
8.	Format for intimating details of remittance of tender fee & EMD	Appendix – I	27
9.	Format for authorizing signatory of the Tenderer	Appendix – II	28
10.	Profile of Tenderers	Appendix – III	29
11.	Declaration by the Tenderers	Appendix – IV	31
12.	Port dues as on the day of NIT	Appendix –V	33
13.	Format of Indemnity Bond for ESI	Appendix –VI, p-1	34
14.	Format of Affidavit to be submitted in case of exemption from ESI Act.	Appendix –VI, p-2	35
15.	Undertaking to be submitted in lieu of uploading/submitting signed copy of full tender document	Appendix – VII	36
16.	Format of Price Schedule / BOQ for reference only	Appendix –VIII	37
17.	Sketch plan of the Truck / Trailer parking Terminal	Appendix – IX	38

Truck / Trailer Parking Terminal Details

Allotment of parking lot for Operation, Maintenance and Running of Truck / Trailer parking facility on O & M Contract with annual renewals for consecutive five years

Description / Location of Parking lot [Sketch Plan No]	Approx Area of Parking lot (inSqm) / Capacity in terms of no of Trailers / Trucks at a time	Reserve Annual Fee (In Rs.)	EMD in Rs.
Parking Lot at Plot 4 Dhobiatalaw <i>Sketch Plan No. 9956-1-D-III</i>	6,074Sq. Mtr. 52 Trailers and 36 Trucks	Rs. 20,31,051 /- per annum(excluding taxes)	Rs. 50,000 /-

NOTE: The sketch is available at Appendix-IX of this tender document.

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Guidelines for submission of Techno-commercial & price bids and remittance of Tender fee & EMD

A. This is an e-procurement event of Syama Prasad Mookerjee Port. The e-procurement service provider is NIC's CPP Portal for e-Procurement (GePNIC).

You are requested to read this tender document before submitting your bid online. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

Tenderers willing to participate in this tender are required to go through the entire tender document.

Process of e-tender:

1	The tender offer shall have to be submitted by the Tenderer only through NIC's CPP Portal for e-procurement (GePNIC) mode as explained herein after.
2	<p>Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.</p> <p>Further, bidders are strictly advised to go through the following information and instructions available on the CPP Portal https://eprocure.gov.in/eprocure/app before responding to this e-tender.</p> <ul style="list-style-type: none"> ➤ Help for Contractors ➤ Information about DSC ➤ FAQ ➤ Bidders Manual Kit ➤ ItemRate_BOQ_Updated_v906.pdf for BoQ Preparation Guidelines at Sl. 9 of Bidders Manual Kit
3	<p>a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate). Bidders are requested to go through the following information and instruction in respect of DSC available on the CPP Portal https://eprocure.gov.in/eprocure/app before responding to this e-tender.</p> <ul style="list-style-type: none"> ➤ Information about DSC <p>b) Bidders are to make their own arrangement for bidding from a P.C. connected with Internet. SMP, KOLKATA shall not be responsible for making such arrangement.</p> <p>c) All communication to the bidder(s) shall be sent by email only during the process till finalization of tender by SMP, KOLKATA. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of bidder with NIC's CPP portal (i.e. Service Provider).</p>
4	<p><u>Submission of Techno-commercial & Price Bids:</u></p> <p>All entries in the tender (both Techno-commercial Bid and Price Bid) should be entered online without any ambiguity. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid. The Techno-commercial Bid and the Price Bid shall have to be submitted together online at https://eprocure.gov.in/eprocure/app. Bidders are again advised to go through the information and instructions available under following pages on CPP Portal https://eprocure.gov.in/eprocure/app. This will help the bidder to submit the bid in proper</p>

	<p>manner:</p> <ul style="list-style-type: none"> ➤ Help for Contractors ➤ Information about DSC ➤ FAQ ➤ Bidders Manual Kit ➤ ItemRate_BOQ_Updated_v906.pdf for BoQ Preparation Guidelines at Sl. 9 of Bidders Manual Kit <p>a) Part I:Techno-Commercial Bid should contain the documents stated under Annexure-VI. The bidders <u>must upload</u> all the documents required as per the list, failing which the bidder shall be disqualified. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.</p> <p><u>NOTE:Techno-Commercial bid should not contain anyPRICE.</u></p> <p>b) Part II:Price Bid: Price Bid / BOQ should contain Price only and the same should be free from any condition. The format of the Price Bid / BOQ is annexed at Appendix-VIII for reference of the bidders only. Bidders are strictly advised to go through the information and instructions available under following pages on CPP Portal https://eprocure.gov.in/eprocure/app as explained above too to submit the bid properly. The tenderers are advised to offer their best possible rates which must be above the Reserve Annual Fee detailed in Annexure-I. Bidders are requested to submit their most competitive prices while submitting the price bid.</p> <p>Note:Price should be quoted by the bidder in a spread sheet file (.xls format) in the space allotted as available in NIC's CPP Portal for e-Procurement (GePNIC) only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through NIC's CPP Portal for e-Procurement (GePNIC) mode only will be taken up for the purpose for evaluation. The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) in the space allotted and should be uploaded in attached BOQ template file for the tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.</p> <p>The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online NIC's CPP Portal for e- Procurement (GePNIC) prior to closing time and date of the tenders will be taken as valid.</p> <p>The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.</p> <p>The bid summary will act as a proof of bid submission for a tender floated.</p>
5	<p><u>Opening of Bids:</u></p> <p>a. Opening of Techno-commercial Bid: Techno Commercial Bid will be opened electronically on specified date and time as given in the Tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p> <p>b. Opening of Price Bid: Date & time of opening of price bid will be intimated separately to the Techno-Commercially qualified bidder only. Price Bids of those bidders shall be opened electronically. Thereafter, the highest rate amongst all the rates received through the Price Bids shall be accepted as a H1 bid for the tender for the parking lot. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.</p>

6.	<p>a) In case of any clarification related to terms & conditions of tender, please contact SMP, KOLKATA(before the scheduled time of the e- tender).</p> <table border="1" data-bbox="261 232 1406 539"> <tr> <td data-bbox="261 232 826 539"> <p>1. Capt. Himanshu Shekhar Traffic Manager Traffic Building, SubhashBhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 033 24392926 Email ID: tm@kolkataporttrust.gov.in</p> </td><td data-bbox="826 232 1406 539"> <p>2. <u>Shri Prashanta Kumar</u> Sr. Dy. Traffic Manager Traffic Building, SubhashBhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 03324093038 Email ID: pkumar@kolkataporttrust.gov.in</p> </td></tr> </table> <p>b) For any technical related queries regarding the bid submission process and difficulties please contact CPP at 24 x 7 Help Desk Numbers available on CPP website https://eprocure.gov.in/eprocure/app.</p>	<p>1. Capt. Himanshu Shekhar Traffic Manager Traffic Building, SubhashBhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 033 24392926 Email ID: tm@kolkataporttrust.gov.in</p>	<p>2. <u>Shri Prashanta Kumar</u> Sr. Dy. Traffic Manager Traffic Building, SubhashBhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 03324093038 Email ID: pkumar@kolkataporttrust.gov.in</p>
<p>1. Capt. Himanshu Shekhar Traffic Manager Traffic Building, SubhashBhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 033 24392926 Email ID: tm@kolkataporttrust.gov.in</p>	<p>2. <u>Shri Prashanta Kumar</u> Sr. Dy. Traffic Manager Traffic Building, SubhashBhawan TRAFFIC DEPARTMENT 40, C.G.R. ROAD, KOLKATA- 700043 Contact No.- 03324093038 Email ID: pkumar@kolkataporttrust.gov.in</p>		
7.	<p>Note:</p> <ol style="list-style-type: none"> All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Abid will be considered as valid bid if it fulfills all the terms and conditions mentioned in the Tender Document. No deviation of the terms and conditions of the tender document is acceptable. The e-tender shall be governed by the terms and conditions mentioned in the NIT. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender. E-tender cannot be accessed after the due date and time mentioned in this Tender Notice, unless extended further with due notice in the website. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document. The bid will be evaluated based on the filled-in technical and commercial formats uploaded. All the techno-commercially qualified / disqualified bidders will be informed by SMP, KOLKATA with the reason for disqualification. However, only Techno-commercially qualified bidders shall be informed about the date & time of the price bid opening. For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference. For any queries related to portal, the bidders are asked to contact by mail / helpline as given in NIC's CPP Portal for e-procurement [GePNIC]. In case there is an unscheduled Holiday / Bundh / Strike/ Lock Down on the prescribed last date of submission and opening of Bid, the next working day will be treated as the scheduled prescribed day for the same. In this regard, decision of the undersigned will be final. In the event of any unforeseen closer of work/holiday on any of the above days the same will be opened/held on the next working day without any further notice. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. 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. 		

B. Remittance of tender fee and EMD:

- (i) The Tender Fee (non-refundable) of 1,000/- (Rupees one thousand only) plus GST@18%=180/- Net Payable = 1,180 may be deposited in the form of Demand Draft issued by any Nationalized Bank of India drawn in favor of 'Syama Prasad Mookerjee Port'.
- (ii) Also, the bidder shall have to deposit Earnest Money of requisite amount separately as mentioned at Annexure-I in the manner in which tender fee is to be remitted (as stated in the preceding Para).
- (iii) Both the instruments (Demand Draft) for Tender fee plus GST@18% and Earnest Money shall have to be submitted along with filled in Appendix-I as annexed with this tender document containing details of such deposits in a sealed envelope into the Tender Box / Drop Box kept in the office of Traffic Manager within the time and date as mentioned in Schedule of tender (SOT).
- (iv) The sealed envelope containing the same shall bear the following as provided by CPP to the bidder during registration, legibly super scribed on its outside surface.
 - Name of the Bidder
 - Contact No. & Email-id of the bidder.....,
 - 'Tender No.....'
 - 'Bidder ID.....'
 - 'Contains tender fee & EMD'
 - Parking lot Name

All participating bidders are required to witness opening of the envelopes containing the said tender fee and EMD as per schedule.

- (v) The tenderer shall upload the scanned copy of the DD instruments towards the cost of Tender fee (Rs. 1,180/-) and EMD (Rs.50,000 /-) while submitting the tender electronically in the NIC's CPP Portal for e-Procurement (GePNIC).
- (vi) Also, all off-line documents as applicable for the bidder concerned and as mentioned in Annexure-VI, if any, shall also have to be dropped into the same box within the same time schedule as mentioned in the SOT.
- (vii) Tender / offer without the tender fee as above or deposited in any other form (say, by A/c Payee cheque) shall not be considered.

Note: Tender Fee and Earnest Money not received within the stipulated time or received in any other manner shall not be considered.

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DOs and DONTs FOR BIDDERS PARTICIPATING IN TENDERS

A detailed list of Instructions to bidders for E-Tender is given with the Tender Document as Annexure-II. Read the instructions carefully before bid submission.

WHAT BIDDERS SHOULD **DO** :

Ensure that you **give yourself enough time to respond** to the tendering opportunity: Proactive planning is crucial to make a successful bid.

Read and become familiar with the bid documents. It is crucial that you **fully understand the requirements and bidding** criteria so that you can submit a fully compliant bid.

Bidders are again **strictly advised** to go through the information and instructions available under following pages on CPP Portal <https://eprocure.gov.in/eprocure/app>.

- Help for Contractors
- Information about DSC
- FAQ
- Bidders Manual Kit
- **ItemRate_BOQ_Updated_v906.pdf** for BoQ Preparation Guidelines at Sl. 9 of Bidders Manual Kit

#Syama Prasad Mookerjee Port insists on pre-bid responses and there may be **pre-bid meetings** and presentations or briefing events. You are expected to participate in such meetings.

Do submit your completed bid early. E-Sourcing systems may slow down and crash when trying to upload multiple documents close to bidding deadlines.

Adhere to all of the rules and requirements outlined in the bid documentation: Mandatory requirements (documents, information and response) need to be read carefully before submission of Bid.

Check websites of www.kolkataporttrust.gov.in and <https://eprocure.gov.in/eprocure/app> regularly for Tender document (Notice / addendum / corrigendum / clarification)

For Bid submission you have to visit CPP website i.e. <https://eprocure.gov.in/eprocure/app>

For viewing of Tender information you may visit SMP, KOLKATA website i.e. www.kolkataporttrust.gov.in

You are to submit your offer **electronically only. No tender shall be accepted by the SMP, KOLKATA office in hard copies.**

Ensure that you note the **crucial Dates** in connection with a particular Tender(s).

They are as follows:

*Date of NIT available to bidders to view

*Date of Pre-Bid Meeting

*Last Date and Time of remittance of Tender Fee& EMD (Earnest Money Deposit)

*Last Date and Time of submission of online Techno-Commercial and Price Bid at <https://eprocure.gov.in/eprocure/app>

#Ensure that you **Inspect the Plot / Structure before Bidding.**

Please note that it is the responsibility of the intending bidder to inspect the plot / structure on their own arrangement before pre bid meeting. SMP, KOLKATA will try to provide assistance during inspection of plot / structure.

WHAT BIDDERS SHOULD NOT DO

- # Don't Miss Pre-Bid meetings arranged for by Syama Prasad Mookerjee Port, Kolkata.
- # Don't Delay opening or reading the bid documentation.
- # Don't Submit invalid documents/certificates.
- # Don't Enter false data / forged documents specially regarding Turnover certificate. Such act shall lead to forfeiture of EMD/Security Deposit.
- # Don't Leave submitting your completed bid to the last minute.
- # Don't tamper with e-tender document Form provided by SMP, KOLKATA.

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ANNEXURE –III

General Information & Instructions, Payment terms and conditions of contract

1. Sketch Plan showing the Parking lot area is attached as **Appendix-IX** with this tender document.
2. The Parking lot as per table under Annexure–I will be allotted in a single parcel and will not be subdivided into parts to accommodate more than one Contractor.
3. The Parking lot will be allotted on 'as is where is' basis though civil infrastructure is developed /being developed.
4. **Eligibility / Pre-Qualification (PQ) criteria of the Bidder:**
 - i. The entity remitting the tender fee & EMD and submitting the bid, must be the same entity.
 - ii. Average Annual Turnover for the last three financial years ending on 31st March 2019/ 2020 should not be less than 30% of Reserve Annual Fee.
 - iii. The bidder shall submit an authorization as per the format attached at **Appendix-II / Power of attorney**, authorizing the signatory of the bidder to sign & submit the tender.
 - iv. Self-certified copy of non-Blacklisting as per format provided in **Appendix IV**.
 - v. All the tender conditions are to be fulfilled.

Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which he will be declared disqualified for the tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.

5. Inspection of site:

An inspection of the parking lot will be arranged on **25.08.2020** 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 Parking Lot and the facilities available there, before quoting rate. No cost incurred by the tenderers in preparing their tender or attending inspection of the site will be reimbursed by the Port.

6. Pre-Bid Meeting:

A pre-bid meeting will be held at the office of the Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043 on **28.08.2020 at 15:00 Hrs.** Attending the Pre-Bid Meeting is not mandatory. However, you are advised not to skip the meeting.

For clarification regarding technicality of downloading and submission of Bid for e-tendering, CPP may be contacted over the help desk numbers available on CPP website (<https://eprocure.gov.in/eprocure/app>).

7. Query pertaining to bid:

- a. Bidders may send advance queries to the e-mail (tm@kolkataporttrust.gov.in) within the time schedule mentioned in the SOT. SMP, KOLKATA will be at liberty to amend the tender

document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. However, no separate reply to the queries shall be made to the respective querists.

- b. The same, if issued, shall ipso facto become part and parcel of the tender document and shall be hoisted in the websites.
- c. Besides, any other addendum, if issued, shall also be hoisted in the websites and the same shall likewise become part and parcel of the tender document.
- d. Hence, prospective bidders are advised to visit the website (i.e. <https://eprocure.gov.in/eprocure/app> & www.kolkataporttrust.gov.in) accordingly up to the date (or revised date, if any) of submission of tender.

For clarification regarding technicality of downloading and submission of Bid for e-tendering, CPP may be contacted over the help desk numbers available on CPP website (<https://eprocure.gov.in/eprocure/app>). Queries pertaining to the matters may be forwarded before **20.08.2020 at 16:00 Hrs.** to the following email IDs:

- o tm@kolkataporttrust.gov.in , pkumar@kolkataporttrust.gov.in

8. Tender participation Fee:

Tender Document has been hosted in the web sites of Syama Prasad Mookerjee Port, (www.kolkataporttrust.gov.in) and CPP(<https://eprocure.gov.in/eprocure/app>). Interested tenderers may download the tender document from the said websites. For participation in the tender, CPP website may only be used. The intending tenderers should submit the tender fee(non-refundable) amounting to Rs. 1,000/- (Rupees One thousand only) plus GST@18% = Rs. 180 /-. Net payable with GST = Rs. 1,180 /-along with their offer otherwise their offer will be summarily rejected. The procedure for submission of tender fee may be followed as detailed in **Annexure-II**.

9. Earnest Money:

- (a) The Earnest Money is mentioned in **Annexure-I**. The tenderers intending to bid shall be required to submit the said amount of Earnest Money along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in **Annexure-II**.
- (b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest after finalization of the tender unless bidder does not commit any mistake detailed hereunder as liable for forfeiture of earnest money. In the case of successful tenderer, the EMD shall not be refunded, and instead, the same shall be adjusted /converted with the amount of the following: (i) Security Deposit or (ii) Annual Rent, after request from the successful bidder for such adjustment.

Note: Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

10. Forfeiture of Earnest Money:

- (a) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date/time of submission of the offer (i.e. **16:00 Hrs on 18.09.2020** including any extension thereof) AND expiration of the validity period of the offer (including extension thereof). In this connection, clause no. 14 & 15 may also be seen.
- (b) In case, if it is found that Tender fee plus GST @18% have not been remitted by the bidder, the offer submitted by that particular bidder shall be cancelled and EMD amount deposited by that bidder along with the offer for the parking lot shall be forfeited.
- (c) The Earnest Money shall be forfeited in case of not quoting above the Reserve Annual Fee as in **Annexure-I**.
- (d) The successful bidder shall have to accept the terms & conditions of the offer of Contract and deposit Security Deposit and quarterly fee for consecutive two quarters within a period

as specified in this tender document, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.

- (e) In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in **Appendix – V**, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which he will be declared disqualified for the tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.
- (f) The documents submitted by bidder(s) will be scrutinized. In case, any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business with SMP, KOLKATA can also be taken against defaulting bidders.

Along with the above conditions, Earnest Money shall be forfeited in case of

- (g) Non-acceptance of offer letter in any manner, as detailed in clause No. 24 hereunder.
- (h) Subsequently deviating from the terms & conditions of the tender.
- (i) Furnishing of any of the following in the tender - incorrect / false / tampered document or information to deliberately mislead SMP, KOLKATA.

11. Payment terms:

- (i) The successful bidder shall make payment quarterly & 90 days in advance of the respective quarter throughout the contract period (which would be as per his quoted annual fee accepted by SMP, KOLKATA plus applicable taxes or with annual escalation which ever is applicable) in the form of Demand Draft . Payment for the first Quarter should accompany security deposit detailed hereunder through separate Demand Draft issued by any Nationalized Bank of India drawn in favor of 'Syama Prasad Mookerjee Port' within 30 days of issuance of offer letter by SMP, KOLKATA. First Quarter Payment should accompany advance Payment for second Quarter too.
- (ii) An annual escalation of 2.5% on annual quoted bid will be applicable. Escalation for the second year will be 2.5% of first year quoted bid and for subsequent years escalation @ 2.5% of preceeding years annual fee.
- (iii) If the Quarterly fee bills are not received by the contractor within the 10th day of beginning of the preceding quarter in which the Quarterly fee bill is supposed to be raised every quarter, duplicate bill(s) will have to be compulsorily collected by the contractor at their arrangement from the office of the Traffic Manager, Subhash Bhawan, 40, C.G.R. Road, Kolkata-700043 for the purpose of payment within the due date which shall be 15th day from the beginning of the Preceding quarter of that year of operation (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).

Note: Maximum period allowed for payment of each Quarterly fee from 3rd quarter onwards with interest may be 90 days from beginning of Preceding quarter. Failing in making payment of quarterly fee within this maximum permissible time will directly lead to cancellation of contract.

- (iv) Interest:** Delay in making payment of Quarterly Fee shall attract interest thereon as per rate of interest in vogue (currently rate of interest is 14.25% per annum). Due date shall be 15th day from beginning of preceding quarter of that year of operation for payment of quarterly fee for 2nd quarter onwards.

- (v) The currency of payment shall be INR.

- (vi) The tax components will be as in vogue from time to time. Presently, the tax components are as mentioned below: -

Items	GST with all applicable cess
Annual fee	18.0 % on annual fee or as may be reviewed by Govt. of India

Note: GST No of SMP, KOLKATA is 19AAAJK0361L1Z3. PAN No of SMP, KOLKATA is AA AJK0361L.

(vii) Work order for operation of Truck / Trailer parking to the successful bidder will be issued only after deposition of the demand drafts for 1st quarter and 2nd quarter fees plus applicable taxes and Security Deposit.

- 12.** If the offer letter is not accepted by the successful bidder and/ or requisite Quarterly fee including taxes for the 1st quarter and 2nd quarter of 1st year of operation and / or Security Deposit is/are not made within 30 days of offer letter issued by SMP, KOLKATA, SMP, KOLKATA will have the right to cancel the offer and forfeit the Earnest Money.

The successful bidder will be required to deposit requisite amount of interest for the desired period of extension, along with his/her application for extension of time, if accepted by SMP, KOLKATA.

13. Security Deposit (SD):

- a) Amount of the security deposit is Rs. 50,000/- .
- b) The successful bidder shall remit Security Deposit through DD drawn in favor of 'Syama Prasad Mookerjee Port, Kolkata' within 30 days of issue of the offer letter.
- c) The successful bidder may convert the EMD into SD and pay the balance SD.
- d) The SD shall be refunded without interest after 180 days beyond contract duration of 5 year / actual years of operation subject to deduction of outstanding dues, if any.
- e) In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balances of the total sum recoverable as the case may be, shall be deducted from any sum due to contractor or which at any time thereafter may become due to the contractor under this or any other contract with SMP, KOLKATA, should that sum also be not sufficient to cover the full amount recoverable. The contractor shall forthwith pay to SMP, KOLKATA on demand of the remaining balance due.
- f) In the event of any default on the part of the contractor to comply with any of the terms of this contract or in the event of summary termination of the contract by SMP, KOLKATA under any clause(s), SMP, KOLKATA shall have the right to forfeit the entire or part of the amount of security deposit, lodged by the contractor and to appropriate the Security Deposit or any part thereof or towards the satisfaction of any claim of SMP, KOLKATA for any damage, losses, costs, charges or expenses or otherwise whatsoever. The decision of the SMP, KOLKATA in respect of such damages, losses, cost, charges or expenses or otherwise howsoever shall be final and binding on the contract.

14. Validity:

The offer shall be kept valid for a period of 180 days from the date of opening of the techno-commercial part of the tender. The above validity period is, however, subject to extension, if agreed to by the bidder in response to any request made by SMP, KOLKATA.

15. Extension of validity of offer:

Prior to expiry of the original offer validity period, Port may request tenderers to extend the validity period of offer for a specified additional period.

16. Due date and Time for Submission and Opening of offer:

- (i) The tender should be submitted to the Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043, through CPP portal (<https://eprocure.gov.in/eprocure/app>) not later than **16:00 Hrs. on 18.09.2020** after which time and date, no offer shall be accepted.

Note: Port may at its sole discretion extend the Submission/Opening due date(s) by issuing a Corrigendum.

(ii) The Part - I: Techno-Commercial Bid of the tender shall be opened electronically at **16:00Hrs. on 21.09.2020.** This is not a public event.

(iii) The Part-II: Price Bid will be opened electronically of only those tenderers who techno-commercially qualify, for which date & time will be intimated separately to the concerned tenderer only. Bidder(s) cannot witness electronic opening of price bid since the same is not a public event.

17. Substitution, Withdrawal of Tender:

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer i.e. **16:00 Hrs. on 18.09.2020** or any extension thereof. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

18. Amendment of Tender Document:

At any time prior to the due date for submission of tender, KDS/SMP, KOLKATA may, for any reason, whether at its own initiative or in response to queries / clarifications raised by the tenderer(s) during the pre- bid meeting or otherwise modify the Tender Document by the issuance of Addendum in official website of SMP, KOLKATA (www.kolkataporttrust.gov.in) and also in the website of CPP (<https://eprocure.gov.in/eprocure/app>).

In order to afford prospective tenderer(s) reasonable time in which to take an Addendum into account, or for any other reason, SMP, KOLKATA may, at its discretion, extend the Due Date of Submission of tender through appropriate notification in the official website <http://www.kolkataporttrust.gov.in> and also in the website of CPP (<https://eprocure.gov.in/eprocure/app>).

19. Submission of off-line documents:

Hard copy of the document as listed in **ANNEXURE –VI**, if any shall be submitted separately to the Traffic Manager, SMP, KOLKATA within the date and time of submission of e-tender. The same is to be put inside a sealed cover, super scribing “**Hard Copy**”, mentioning the **Tender No., Name of Parking Lot, Contact details & Email id and Bidder ID** as provided by CPP to the bidder during registration. The sealed envelope shall have to be submitted in the designated tender box kept at the office of the Traffic Manager, located at Subhash Bhawan, Traffic Building, 40, CGR Road, Kolkata – 700043 within the closing time of the e-tender.

20. SMP, KOLKATA and CPP shall not be responsible for any problem at the bidder's end like failure of electricity, loss of internet connection, any trouble with bidder's PC etc, which may cause inconvenience or prevent the bidder from bidding in any e-tender. In case of any problem / interruption in service at server end, CPP shall do the needful. Besides, decision of CPP shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender.

21. Interruption of activities:

In the event of any unforeseen circumstances such as holidays, Lock Down, bandhs, strikes, transport dislocation etc. on the scheduled day of submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same time on the next working day of SMP, KOLKATA.

22. Right of acceptance: Syama Prasad Mookerjee Port reserves the right to accept or reject any or all tenders without assigning any reason thereof.

23. Offer Preparation Cost: The bidder shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. SMP, KOLKATA will not be responsible in any manner for such costs, regardless of the conduct or outcome of the tender process.

24. Acceptance to Port's offer of allotment:

After finalization of the tender through e-tender, the offer of Contract for operation, maintenance and running the facility will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of Contract and remit requisite Quarterly fee for 1st and 2nd quarter plus applicable GST taxes and Security Deposit within 30 days of issuance of the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The work order of the parking lot shall be issued only after completion of the required formalities including payment as will be specified in the offer letter.

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ANNEXURE –IV

Terms & Conditions of O&M Contract

The terms & conditions of contract and salient conditions of allotment of the Parking lot as enumerated below are to be read in conjunction with the **Annexure-III** and other terms & conditions as may be imposed by the competent authority while granting the contract.

- 1. O&M Contract Period:** Five years on renewal of every year with 2.5 % annual escalation.
- 2. Purpose :** Exclusively for the purpose of parking of Lorry / Truck / Trailer and other vehicles more specifically mentioned in the parking charge under clause-4 herein after.

Note: The Parking lot must not be used for any purpose other than mentioned above. Using Parking lot for any other purpose will lead to termination of O & M contract.

- 3. Capacity of the Parking lot:** 52 Trailers & 36 Trucks may be parked in the parking lot at a time.(Considering 75% trailers and 25% Trucks in the available space for parking)
- 4. Parking charge:** The contractor shall collect parking fee not more than as detailed below:-

Lorry/Truck/Trailer and any other type of Heavy Motor Vehicle meant for Goods Carriage.	Upto 8 hours : Rs. 80 (incl. GST)
	Upto 12 hours : Rs. 100 (incl. GST)
	Upto 24 hours : Rs. 200 (incl. GST)
Buses/Vans/Mini Vans/Tempo	Upto 12 hours : Rs. 150 (incl. GST)
	Upto 24 hours : Rs. 300 (incl. GST)

Note:

- The **above** rates shall be applicable beyond 24 hours for **first 10 days** of Parking in slots of 12 hours each.
- From **11th to 15th** day, the rates shall be **1.5 times** the above rates in slots of 12 hours.
- From **16th** day onwards the rates shall be **2 times** the above rates in slots of 12 hours.
- The rate would be the same for loaded/empty truck/trailer.

5. Penalty

- The parking area should be swept & cleaned regularly, failure to which will attract a penalty of Rs. 100/- per day up to a week and thereafter Rs. 200/- per day plus GST.
- Noncompliance of the following activities will attract a penalty of Rs. 100/-per day up to a week and Rs. 200/- thereafter plus GST.
 - Maintaining compliant book so that users can record their grievances.
 - Issue of approved tokens to the users of the system.
 - The supervisors and ticket issuers shall wear identity cards & uniforms.
 - Cleanliness of the premises.
 - Absence of required number of staffs in the parking lot.
 - Non-compliance to the instructions given by the Engineer and his/her officers.
 - Misbehaving with the customer.
 - Not maintaining the proper circulation space for the smooth parking of vehicle.

Any of the following reasons may be considered by SMP, KOLKATA for termination of the contract

- ix. For making encroachment on the public parking lot beyond parking space.
- x. Obstructing the passage of pedestrian traffic.
- xi. For refusal to park any dock bound vehicle when parking is available.
- xii. Non-willingness to resolve complaints of the vehicles owner / SMP, KOLKATA within reasonable time (15 days from the date of complaint).
- xiii. For setting up of superstructure in contravention of the terms and conditions.

Note: Decision of SMP, KOLKATA in this regard as mentioned above shall be treated as final.

6. Fire protection: Successful bidder has to arrange fire fighting arrangement inside the Parking lot to the satisfaction of SMP, KOLKATA.

7. After issuance of work order for the Parking lot, its security, fire-fighting and other civic facilities / arrangement as required unless otherwise specified, shall have to be made by the contractor at their own cost and to the satisfaction of all concerned authorities. In case of any damage to Trustees' property or neighboring property due to acts of omission / commission of the O & M contract, the contractor shall have to bear all costs and consequences thereof. The contractor shall be liable for safe keeping of the vehicles in the Parking lot.

8. The contractor shall follow all safety norms as specified by the competent authority / authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The contractor will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The contractor shall be solely responsible for any pollution and environmental degradation arising out of their activities.

9. Guidelines for Parking and maintenance: -

The Contractor will undertake the following responsibilities:

- (i) Regular parking and movement of commercial vehicles such as trailers, trucks and in an efficient & organized manner.
- (ii) Provide proper sign board including the locations of parking lot and charges for parking etc.
- (iii) The services for parking shall be provided on 24 x 7 basis.
- (iv) The parking lot shall always be maintained in neat, clean and hygienic condition. Debris / garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day-to-day basis at his own cost.
- (v) Ensure proper upkeep/ maintenance of the entire Parking lot.
- (vi) Provide adequate personnel for regulating, issuing token, collecting parking charges and recording the entry and exit of vehicles.
- (vii) Method of Collection of parking fees by O&M Contractor: Cash, POS, UPI or any other Digital / Online mode.
- (viii) Maintain proper record of daily / Annual entry /exit of vehicles at the earmarked Parking lot and furnish the same to SMP, KOLKATA periodically and as and when required.
- (ix) Provide necessary cabin at the entry point with barriers.

- (x) Provide requisite security services for safety of the vehicles kept in parking lot. SMP, KOLKATA will not be held responsible for any damages / loss to the vehicles parked in the Contracted area.
- (xi) No vehicles should be allowed to be parked outside the designated parking area.
- (xii) The contractor should not occupy excess parking area than the area allotted and if noticed occupying excess parking area, action will be taken to terminate the contract/recover penalty as deemed fit.
- (xiii) Give priority to dock- bound vehicles (loaded or empty).
- (xiv) Establish required Computer connectivity at his own cost for integration of his system with SMP, KOLKATA's POMS for the sake of easing out congestion at the entry gates of Docks.

10. Misc. Conditions:

- (i) The Contracted premises shall be handed over to Contractor in its present condition on "as is where is" basis though civil infrastructure is developed / being developed. Contractor shall, at its own cost and expenses, improve the same to use it as parking lot. The Contractor shall obtain all the required statutory permissions from local / State Government authorities concerned to operate the 'Pay and Park' facility before commencement of operation.
 - (ii) The Contractor shall hand over peaceful, unencumbered possession of the Contracted premises to the SMP, KOLKATA after expiry of contract period.
 - (iii) The Contractor shall provide parking services "on first-come- first served" basis.
 - (iv) The Contractor shall maintain all the relevant data / records for the number of vehicles occupied in parking lot and income earned towards parking charges on the Contracted area and shall furnish the detailed statement of the Contractor on regular basis for administrative purpose.
 - (v) The Contractor has to liaison with the SMP, KOLKATA's Traffic Department regarding checking of papers / documents of vehicles carrying export cargo so that vehicles with necessary documents will not have to wait at the entry gates of Docks for checking of papers. However, vehicles entering into Docks will have to undergo security check.
 - (vi) The Parking Lot shall be made operational by the Contractor immediately after issuance of work order for Parking lot by SMP, KOLKATA.
 - (vii) In case CCTV camera surveillance system is installed by SMP, KOLKATA in the parking lot area, same to be safeguarded by the contractor.
 - (viii) The Contractor will neither display any advertisement nor provide any ailing / beautification at the site of Pay & Pay scheme without taking permission from SMP, KOLKATA.
 - (ix) The contractor shall make available the parking site in case of any emergency requirements arises. The contractor shall not make any claim for revenue during this period and the same shall not be entertained whatsoever.
- 11.** Lighting towers / Adequate Illumination will be provided by SMP, KOLKATA in the area. SMP, KOLKATA will undertake the responsibility of providing Electric connection at the parking Yard. However, the contractor has to pay charges as applicable towards electric consumption in this regard to SMP, KOLKATA from the date of award of the work order of the parking Yard.
- 12.** SMP, KOLKATA will provide NOC for drinking water connection at the plot to be arranged by successful bidder from nearby KMC Source. Toilet will be common toilet facility located in the

adjacent areas maintained by SULABH. Same toilet facility to be used on Pay and Use Basis.

13. If any other requirement to facilitate 24 hrs smooth operation of parking, then such facility may be provided by SMP, KOLKATA authority on written request by the contractor only to the extent required for 24 hrs operation.

14. Transfer / subletting:

No transfer/ subletting or sharing of the Parking lot will be allowed. The contractor shall not transfer, assign, sublet or share use of the allotted parking lot or any part thereof with anybody or with any organization. Such action will directly lead to termination of O & M contract.

15. Permission for construction:

The Contractor shall have to construct only temporary structures at his own cost with prior approval from SMP, KOLKATA. Civil infrastructure of a parking lot is already developed by Port. No permanent installation / construction within O&M Contracted Parking Lot shall be allowed. Temporary structures on the O&M Contracted Parking Lot, in conformity with the purpose of the Contract, may be allowed with prior approval from SMP, KOLKATA. However, this permission will be valid up to the date of the validity / extended validity of the Contract and such approval will not give any leasehold right to the Contractor in respect of the O&M Contract of Parking Lot. Such structures will vest on SMP, KOLKATA after expiry/termination of Contract.

Note: Any damages to SMP, KOLKATA's property during construction or due to construction will have to be restored by the party at their own cost.

16. In case any underground structure / service line (used / unused / defunct) so far not known, emerges within the demised parking yard at a subsequent date after handing over of the said demised parking yard by SMP, KOLKATA, and poses unforeseen problem to the Contractor, SMP, KOLKATA will consider the same, if requested by the Contractor, within the ambit of the tender terms, to alleviate the distress faced by the Contractor to the extent possible.
17. Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of SMP, KOLKATA's space as per prevailing Schedule of Rent of SMP, KOLKATA's Land and Buildings at Kolkata. However, such type of action may lead to termination of contract.
18. The contractor will be required to pay and discharge all present and future rates, Cesses, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the Parking lot.
19. **Amicable settlement:** If any dispute or difference or claims of any kind arises between the successful tenderer and SMP, KOLKATA in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, whether before or after termination of the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.
20. **Arbitration:**
 - a) Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time thereafter. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the

other party about such appointment and call upon the other party to appoint its Arbitrators within 60 days. If the other party fails to appoint its Arbitrators, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 as amended from time to time thereafter.

b) The place of arbitration shall be in Kolkata, West Bengal, India.

21. Disputes: In the event of any disagreement/dispute between SMP, KOLKATA and the successful tenderer, disputes shall be resolved under the jurisdiction of appropriate courts in Kolkata only including Kolkata High Court.

22. Indemnity: The Contractor shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, KOLKATA for loss or damage accrued to any property or rights of SMP, KOLKATA whatever, including SMP, KOLKATA's contractors/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement and further, the Contractor shall indemnify SMP, KOLKATA against all claims enforceable against SMP, KOLKATA (or contractors/servants/employees of SMP, KOLKATA) or which would be so enforceable against SMP, KOLKATA as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

In case there is no ESI registration, Bidder has to submit Indemnity Bond and Affidavit as per the format attached in **Appendix-VI**.

23. Surrender: If the Contractor wants to withdraw from O&M Contract with SMP, KOLKATA within the scope of the instant tender, he may apply in writing to SMP, KOLKATA after giving due notice of 3 months. The contractor shall have to clear all the dues up to the date of issuance of work order for the parking lot to SMP, KOLKATA. Security Deposit deposited shall be retained by SMP, KOLKATA in such case.

24. Force Majeure: In the event of the Contractor / Syama Prasad Mookerjee Port being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc) or war, civil commotion, strike etc, or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

25. Termination of O&M Contract:

a) If the Trustees shall at any time during the contract period consider that the demised area is required for the purpose of construction or carrying out of any works or otherwise for the developments of the Port or by the Government in the National Interest or in the interest of the public using the same and restoring thereto and shall be desirous on any of these grounds for determining this present contract and for their such desire SMP, KOLKATA shall give at least six months' previous notice in writing to the contractor then and in such case immediately on the expiration of the said notice this present contract and everything herein contained in the tender document shall cease and be void but without prejudice to claim by either party against the other in respect of any antecedent breach of any covenant or

condition herein contained and subject to the provision hereinafter contained as to the structures or buildings if any, on the said land at the time of such determination.

- b) If any part of the contracted area is required for the use of SMP, KOLKATA for the purpose of construction or carrying out of any works or otherwise for the developments of the Port or by the Government in the National Interest or in the interest of the public using the same and restoring thereto during the period of the contract or for the remaining period of the contract duration, SMP, KOLKATA shall give at least three months' notice period in writing. Immediately after expiry of the three months' notice period all the terms and condition of the contract detailed in the tender document shall cease and be void for that part of the contracted area and SMP, KOLKATA shall be able to use the said part of the contracted area as per requirement. In such case the contractor shall be required to pay the fee to SMP, KOLKATA only for the remaining contracted area calculated on pro-rata basis.

After completion of the purpose of SMP, KOLKATA if the duration of contract for the remaining portion of the contracted area is not over, the said part of the contracted area or any part thereto taken by SMP, KOLKATA may be handed over back to the contractor for utilizing the said area for the period till the expiry of the original contract duration for the purpose as detailed in the tender document. In such case the contractor shall have to pay the fee for the part of the area being handed to the contractor calculated on pro-rata basis apart from the area already being utilized by him.

- c) The contractor shall ensure to provide services as detailed in the scope of work to the satisfaction of customers at the prescribed rates detailed above. If repeated complaints are received by SMP, KOLKATA from the customers(s) of overcharging and / or not giving proper services, SMP, KOLKATA upon obtaining the views of the parties reserves its right to terminate the contract if the complaint is found to be true. The decision of SMP, KOLKATA in this regard shall be treated as final and binding on the contractor.
- d) SMP, KOLKATA reserves the right to terminate the O & M contract and cancel the O & M contract Agreement (in case there is any contract agreement), if there is any breach of terms and conditions of contract and/or the Agreement, by giving 3 months' notice.

The breaches which may result to termination of O & M contract are as follows:

- i. **Non-payment** within maximum permissible time with penalty as detailed in **Annexure-III.**
- ii. **Encroachment**
- iii. **Subletting the parking yard**
- iv. **Unauthorized construction**
- v. **Change of purpose-** The O & M contract shall have to utilize the allotted parking yard for the purpose (defined in clause-2 of Annexure-IV) for which it has been allotted; otherwise the O & M contract shall be liable for termination.
- vi. **Non- compliance of conditions of O & M contract.**

Note: If the Contract is cancelled for not complying with the conditions of O &M Contract, no compensation shall be payable by the Port.

- 26. Compensation:** After the expiry / termination/ determination/forfeiture of contract and despite receiving the notice thereof, or forfeiture of contract on account of any breach, if the contractor continues to occupy it unauthorized, the contractor shall be liable to pay compensation for wrongful use and occupation of the same @3 times of SOR (Schedule of Rent) of SMP, KOLKATA's Land and Buildings at Kolkata.
- 27. Agreement:** The Contractor may execute an agreement with SMP, KOLKATA at their own expense and arrangement as per draft format, to be provided by SMP, KOLKATA.

ANNEXURE- V

EVALUATION CRITERIA & PROCESS

A. Preparation and Submission Procedure of Tender:

- i. **Language:** The tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- ii. **PART-I**(Techno-commercial Bid):Refer to **Annexure-II**.
- iii. **PART-II**(Price Bid): Refer to **Annexure-II**. Price Bid shall contain only the rate over and above the Reserve Annual Fee (detailed in **Annexure-I**) and no conditions whatsoever and has to be **submitted online**. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. Price Bid to be submitted on line through e-tendering process ONLY as detailed under **Annexure-II**. Format of the Price Bid / BOQ is available at Appendix-VIII **for reference only**.

B. Test of Responsiveness:

Prior to evaluation of Techno Commercial Bid of the tender, Port will determine whether each offer is responsive to the requirements of the tender document. A tender shall be considered responsive if the tender:-

- (i) Is received electronically by the appropriate portal.
- (ii) Is submitted within the due date including extension period, if any.
- (iii) Is signed, sealed and marked as stipulated in the tender document.
- (iv) Is accompanied by the required Letter of authorization (As per Appendix-II) / Power of Attorney.
- (v) Contains all the information as requested in the tender document.
- (vi) Contains information in Formats as specified in this tender document.
- (vii) Does not show inconsistencies between the offer and the supporting documents.
- (viii) Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this tender document.

Note: Port reserves the right to reject any tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

C. Clarifications:

To assist in the process of evaluation of Tender, Port at its sole discretion, may ask any tenderer to provide original documents or any 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.

D. Confidentiality:

Information required by SMP, KOLKATA from the tenderer (s) for the purpose of examination, evaluation etc. will be kept in confidence by SMP, KOLKATA and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

E. EVALUATION OF TECHNO-COMMERCIALBID:

The techno commercial bid will be evaluated on the basis of the documents submitted by the tenderer and also on the basis of the following: -

- i) Details of Earnest Money Deposit & Tender fee as per **Appendix-I**, duly filled in, signed and sealed.
- ii) Hard copies of the DDs for Earnest Money Deposit & Tender fee deposited to SMP, KOLKATA and scanned copies of the same uploaded.
- iii) Letter of authorization as per **Appendix-II** / Power of attorney in favor of the signatory to the tender.
- iv) Profile of the Tenderer as per **Appendix-III**, duly filled in, signed and sealed.
- v) Declaration of Tenderer as per **Appendix-IV**, duly filled in, signed and sealed.
- vi) Self-certified admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as per **Appendix-V**.
- vii) PAN/ TAN (as applicable), GST number/GSTIN, EPF & ESI registration certificate. In case there is no ESI registration, Indemnity Bond as per the format attached in **Appendix-VI**.
- viii) Scanned copy of self-certified bidder's Bank details (i.e. name of bank & address, Current a/c No, IFS Code).
- ix) IT return of the last financial year and Auditor's certified turn over details for the last three financial years ending on 31st March 2019 / 2020.
- x) Last three years ending on 31st March 2019 / 2020 balance sheet and profit & loss account in support of Annual Financial turnover and the same should be audited as per relevant norms wherever required.
- xi) Work Completion Certificate of successfully performed similar nature of work as per Pre-Qualification criteria (ANNEXURE –III).
- xii) One-page write-up in letter head giving his plan of operation in the parking Yard.
- xiii) Scanned copy of self-certified Partnership Deed, Memorandum & Article of Association in case the tenderer is a Partnership Firm.
- xiv) Scanned copy of self-certified certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a company.
- xv) Undertaking in bidder's letterhead in lieu of signed copy of full Tender Document, corrigendum and addendum (if any) as per the format attached in **Appendix-VII**.
- xvi) Other documents, which the tenderer wants to submit (duly signed & sealed).
- xvii) Fulfills all the tender conditions.

F. EVALUATION OF PRICEBID:

- (i) The Price Bids of techno-commercially qualified tenderers only will be opened.
- (ii) The bidder having given the highest final bid (price given in the Price Bid / BOQ) amongst all the bidders, shall be accepted as the successful (H1) bidder.

Note:

Mere submission of Documents will not mean that a particular tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.

Part – I: Techno-Commercial Bid**List of documents to be uploaded & submitted by the Tenderers**

The techno-commercial part of the offer shall contain the following: -

Sl. No.	On-line submission of the following
(i)	Scanned copies of DDs of Earnest Money Deposit (EMD) and Tender Fee.
(ii)	Scanned copy of Authorization letter (Appendix-II) / power of Attorney in favor of the signatory to the tender.
(iii)	Scanned copy of Profile of the tenderer duly filled in as per the format in Appendix-III.
(iv)	Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc).
(v)	Self-certified scanned copy of IT return of the last financial year and Auditors certified turn over details for the last three financial years ending on 31 st March 2019 / 2020. Note: Required avg. Annual Turnover of the bidder in last 3 FYs should not be less than 30% of Reserve Annual Fee (Refer Annexure-III).
(vi)	Self-certified scanned copy of last three years ending on 31 st March 2019 / 2020 balance sheet and profit & loss account in support of Annual Financial turnover and the same should be audited as per relevant norms wherever required.
(vii)	Self-certified scanned copy of duly signed self-declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V. Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which he will be declared disqualified for the tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.
(viii)	Scanned copy of self-certified of IT PAN Card/ TAN, GST number / GSTIN, EPF & ESI Registration certification.
(ix)	In case there is no ESI registration as mentioned above at Sl. No. (viii), Bidder has to upload scanned copy of duly filled Indemnity Bond and Affidavit as per the format attached in Appendix-VI.
(x)	Scanned copy of self certified bidder's Bank details (i.e. name of bank

	&address, Current a/c No, IFS Code).
(xi)	Scanned copy of One page write-up in letter head giving his plan for operation & running of parking yard facility at the designated site.
(xii)	Scanned copy of Self certified Partnership Deed, Memorandum & Article of Association in case the tenderer is a Partnership Firm.
(xiii)	Scanned copy of Self certified certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a company.
(xiv)	Scanned copy of undertaking in bidder's letterhead in lieu of signed copy of full tender document as per format in Appendix-VII.
Off-line submission of	
(xv)	Earnest Money Deposit (EMD) and Tender Fee in the way as mentioned in Annexure-II with filled in format annexed in APPENDIX-I.

.....

Part – I: Techno-Commercial Bid**Format for Tender Fee and Earnest Money deposited for participation in the tender**

(To be downloaded, filled in, signed with seal, and submitted in the tender box along with the DDs)

Truck / Trailer Parking Terminal a Plot 4, Dhobiatalaw

Truck / Trailer Parking Terminal Name	Amount as	Amount (in Rs.)	Equivalent reference No. with date, as applicable	Name and Branch of remitting Bank
Coal dock road	Tender Fee			
	EMD			

Address of the bidder.....

E mail id of the bidder.....

Name, Contact No.&email id of the representative of the bidder

.....

Date:

Place:

(Signature of the bidder with stamp)

Part – I: Techno-Commercial Bid

FORMAT FOR AUTHORISING SIGNATORY OF THE TENDER

[To upload a scanned copy]

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

Dated:

**Letter of authorization
To whomsoever it may concern**

Mr./Mrs. _____ (Name of the Person(s), domiciled at _____ (Address), acting as _____ (Designation and name of the firm), and whose signature(s) is/ are attested below, is hereby authorized on behalf of _____ (Name of the bidder) to sign and submit tender document under his/ their e-signature.

Mr./Mrs..... is/ are further authorized to provide information and respond to enquiries etc, as may be required by the Kolkata Dock SYSTEM, Syama Prasad Mookerjee Port or any governmental authority in connection with **Tender No. SMP, /KOLKATA/KDS/TFC/02/2020** and to sign and file relevant documents in respect of the above.

.....

(Signature of Mr.....)

Signature is attested

.....

(Signature of the authorizing person)

Designation

For.....

.....

Part – I: Techno-Commercial Bid**PROFILE OF THE TENDERER****(To be downloaded, filled in, signed with seal, scanned and uploaded)****(A) In case of a Limited company**

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	Full name and address of each of its directors and any special particulars as to Directors if desired to be stated.	
7	Copies of Memorandum, Articles of Association(with the latest amendments if any)	
8	Copies of audited Balance sheet of the company for the last three years	
9	GSTIN	

(B) In case of Firm

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	If registered, a certified copy of the certificate of Registration	
7	Certified copy of the partnership Deed	
8	Full name and address of each of the partners and the interest of each partners in the partnership	
9	Copies of audited balance sheet of the firm for the last three years.	
10	GSTIN	

(C) In case of Individual

1	Full name of the tenderer	
2	Address of the Tenderer	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Name of the father of the tenderer	
5	Date of its incorporation	
6	PAN No.	
7	Copies of audited Balance sheet for the last three years , if required	
8	GSTIN	

Date : _____

Place :

(Signature of bidder)
(Designation & Seal of Office)

Enclosures : _____ Nos.

.....

Part – I:Techno-Commercial Bid

DECLARATION BY THE TENDERER

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

I (signatory of this undertaking) _____
son/daughter of _____

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

I/We am/are a citizen(s) of India;

I/We have not been removed/ dismissed from service/employment earlier;

I/We have not been found guilty of misconduct in professional capacity;

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have not concealed or suppressed any material information, facts and records and

I/We have made a complete and full disclosure.

I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

I/We _____ (Name of tenderer/bidder) having examined the Tender Document (mention NIT No....) and fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit the Tender for allotment of SMP, KOLKATA parking Yard msg. about sq.mtrs. for parking Yard at Coal Dock Road on “as is where is” basis through e-tender for the purpose as indicated in the format of this tender document.

I/We accept all the terms & conditions of the Tender Document (mention NIT No....).

I/We have deposited requisite Earnest Money and Tender Fee for the said tender as per procedure mentioned in Schedule of Tender.

I/We submitted copies of the required documents as mentioned in the Tender Document.

I/We have examined and have no reservations to the Tender Document issued by SMP, KOLKATA thereon.

I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

I/we understand that SMP, KOLKATA 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.

I/We hereby undertake that we will abide by the decision of SMP, KOLKATA in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMP, KOLKATA in this regard.

I/We hereby undertake that in the event of furnishing any incomplete/ incorrect / false statement / scanned copy of any tampered document, the responsibility shall entirely lie with us and SMP, KOLKATA shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by SMP, KOLKATA.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:
Signature of the bidder with office seal

Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

.....

Part – I: Techno-Commercial Bid**Self-declaration of the bidder as to the amount of admitted estate port dues as on the day of NIT****(To be downloaded, filled in, signed with seal, scanned and uploaded)**

Name of Dock	Type of occupation	Plate No.	Name of Contractor/ Contractor	Outstanding dues as on the date of NIT (in Rs.)	Remarks
KDS	Contract				
	Lease				
	Foreshore occupation				
HDC	Contract				
	Lease				
	Foreshore occupation				
Total					

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by SMP, KOLKATA.

I/We hereby agree that in case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as mentioned above, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which I will be declared disqualified for the tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.

Dated:

Signature.....

Name.....

Address.....

.....

Seal of the bidder:

Signature of the bidder with office seal

Part – I: Techno-Commercial Bid

(FORMAT OF INDEMNITY BOND)

[To upload a scanned copy]

On the Rupees Fifty Non – Judicial Stamp Paper**I N D E M N I T Y B O N D**

By THIS BOND I, Shri/Smt-----, son of Shri/Smt.-----
 -----Residing at ----- by occupation -----
 --the Partner/Proprietor/Director-----having office at -----
 ----- am a tenderer under Traffic Department, Syama Prasad Mookerjee Port (A statutory body under MPT Act, 1963)

2. WHEREAS, the said Syama Prasad Mookerjee Port asked every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Traffic Department, Syama Prasad Mookerjee Port against all damages and accident to the Labourer Tenderer/contractor.

3. NOW THIS BOND OF INDEMNITY WITNESS THAT the Tenderer/contractor named herein above shall indemnify the Syama Prasad Mookerjee Port AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Syama Prasad Mookerjee Port and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port during the execution of the work stated in the NIT No----- of -----.

4. AND the contractor hereunder agrees to indemnity and at all times keep indemnified the Syama Prasad Mookerjee Port and its administrator and representative.

5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director----- hereto set and seal this the----- Day of-----In the year----- at-----.

Sureties

1. Signature:
 Indemnifier
 Name:
 Address:

Signature of the

2. Signature:
 Name:
 Address:

3. Witness:
 Signature:
 Name:
 Address:

Part – I: Techno-Commercial Bid

NIT No. **SMP, KOLKATA/KDS/TFC/02/2020**

(On Non-Judicial Stamp Paper worth Rs.10/-)

[To upload a scanned copy]

AFFIDAVIT BEFORE THE 1st CLASS JUDICIAL MAGISTRATE

I.....son ofaged about
years, by faith.....byoccupation.....,residing
at....., do hereby solemnly affirm and declare as follows :

1. THAT I am the proprietor/partner of having office
at..... and carrying on business on the said
name and style.
(In case the above Deponent is an enlisted Contractor at Syama Prasad Mookerjee
Port, the same should be mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from 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 as
per the Clause No. of the NIT No.
..... issued by the Syama Prasad Mookerjee Port 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 me.

.....

Part – I: Techno-Commercial Bid

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

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

NIT No. **SMP/KOLKATA/KDS/TFC/02/2020**

Date

Traffic Manager
Traffic Building, SubhashBhawan
TRAFFIC DEPARTMENT
40, C.G.R. ROAD,
KOLKATA- 700043
Contact No.- 033 24392926

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire Tender Document, GCC, and Addendum, Corrigendum if any, downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC and Addendum, Corrigendum.

I/We are submitting this undertaking in lieu of submission of signed copy of the full tender document GCC and Addendum, Corrigendum.

Yours faithfully,

.....

Signature of Tenderer

Name:

Designation:

Date :

Seal of the tenderer.....

Format of**Part – II: Price Bid (BOQ) to be quoted online****Note:-****PRICE NOT TO BE QUOTED HERE.****PRICE TO BE SUBMITTED ONLINE ONLY (Refer Annexure-II for steps to be followed)****This is reference for the bidder only.****Item Rate BOQ**

Tender Inviting Authority: Traffic Manager

Name of Work: Operation, Maintenance and running of truck parking facility at Plot No-4, Dhobitalawon Operation & Maintenance (O&M) Contract on O & M Contract for five years

Contract No: SMP,/KOLKATA/KDS/TFC/02/2020

Name of the Bidder/ Bidding Firm / Company:		To be filled up by the bidder.			
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
Sl. No.	Item Description [Will be shown by the systems automatically]	Reserve Annual Fee (2.5% escalation is applicable after end of each year with respect to previous year) [Will be shown by the systems automatically]	Price to be quoted by the bidder above the Reserve Annual Fee (Excluding Taxes) Rs. P	TOTAL AMOUNT Without Taxes in Rs. P [Will be shown by the systems automatically]	TOTAL AMOUNT In Words [Will be shown by the systems automatically]
1	Truck / Trailer Parking Terminal at Coal Dock Road, having area 6,074Sq.Mtr and capacity of parking 52 Trailers & 36 Trucks at a time for 1 st year	Rs. 20,31,051 /-	To be quoted by the bidder.		
Total in Figures					
Quoted Rate in Words					

