

**BID DOCUMENT**

**TENDER**

**FOR**

**Implementation of “Real Time Container Tracking Solution” in KDS, SMP,  
Kolkata**

**BY**

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**Tender No. SMP/HYD/2020/71**

**ISSUED BY**

**Chief Hydraulic Engineer  
Hydraulic Study Department  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA  
20, Garden Reach Road  
KOLKATA-700 043**

**14-Sep-2020**

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**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**Hydraulic Study Department**

**1.0 NOTICE INVITING TENDER**

<b>Tender No: SMP/HYD/2020/71</b>	<b>Dated: 14-Sep-2020</b>
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Open E-Tender under single stage two part system (Part-I: Techno-Commercial Bid and Part-II: Price Bid) are invited for the following work from reputed, bona fide and resourceful bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally, who will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.

The Bid Document may be seen from the Central Public Procurement Portal (CPPP) and RailTel e-Nivida Portal. Corrigenda or clarifications, if any, shall be hosted on the above-mentioned website only. The tender is also published on SMP, Kolkata website ([www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)).

SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) intend to outsource real time container tracking inside dock areas, yards, etc. for a period of Four (4) years with experienced manning for carrying out IT enabled real time automatic container tracking solution/ services to Kolkata Dock System.

ESTIMATED VALUE OF THE TENDER FOR 4 YEARS IS INDIAN RUPEES (INR) 20 CRORE.

PERIOD OF CONTRACT: 4 YEARS (excluding execution time of six months.)

PQ HAS BEEN DRAWN ON ESTIMATED VALUE OF ONE YEAR, INR 5 CRORE.

**2.0 SCHEDULE OF TENDER (SOT)**

a. Tender No.	<b>Tender No: SMP/HYD/2020/71 dt. 14.09.2020</b>
b. Mode of Tender	e-Procurement System (Online two part Techno-Commercial Bid and Price Bid through RailTel E-wizard Portal: <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> The intending bidders are required to submit their offers electronically through e-tendering portal. No physical tender is acceptable by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
c. Estimated cost	Rs. 20.00 Crore for 4 years @ Rs. 5.00 Crore per annum.
d. Earnest Money Deposit.	The bidders shall be required to deposit Rs. 30 Lakh as 'Earnest Money Deposit' (EMD) payable to SYAMA

	PRASAD MOOKERJEE PORT, KOLKATA as per tender stipulation. Bidders are requested to submit EMD through online RailTel E-wizard Portal ( <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> ). Otherwise, Scanned copy of the EMD are required to be submitted along with the bid offer. The original EMD instrument shall be submitted within 3 days from the closing of online submission of tender. In case of failure of submission of EMD where applicable, the bid of the said tenderer will not be processed further.
e. Tender Document fee.	The intending bidders shall be required to submit also the tender fee of Rs. 3000/- (Rupees Three Thousand only) including GST to SYAMA PRASAD MOOKERJEE PORT, KOLKATA separately as per tender stipulation. Bidders are requested to submit Tender fee through online RailTel E-wizard Portal ( <a href="https://kopt.enivida.in/">https://kopt.enivida.in/</a> ). Otherwise, Scanned copy of the Tender fee are required to be submitted along with the bid offer. The original Tender fee instrument shall be submitted within 3 days from the closing of online submission of tender. In case of failure of submission of Tender fee where applicable, the bid of the said tenderer will not be processed further.
f. Date of NIT available to parties to download.	From 15.09.2020 at 17-00 hours.
g. Online Pre-Bid Meeting date and time	At 1400 hours on 22.09.2020. Please join through the Google Meet link <a href="https://meet.google.com/jsh-pjdm-mae">https://meet.google.com/jsh-pjdm-mae</a>
h. Last date of submission of EMD & Bid Document Fee to SMP, Kolkata.	Up to 14:00 hours on 14.10.2020.
i. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at RailTel E-wizard Portal.	At 17:00 hours 25.09.2020.
J. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	Up to 14:00 hours on 14.10.2020. The last date of submission of tender will not be extended under any circumstance.
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) date of opening of Part-II i.e. price bid shall be informed separately.	On 14.10.2020 after 15:00 hours through online portal.

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

Er. Debasish Guha  
Chief Hydraulic Engineer  
Hydraulic Study Department  
Tender Inviting Authority

### **3.0 Important Instructions for e-Tender**

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

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

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### Contact Persons (SYAMA PRASAD MOOKERJEE PORT, KOLKATA):

1. Shri Utpal Ghosh  
Dy. Chief Hydraulic Engineer, HSD  
Mobile No. 09674720103  
Email Id: utpalghosh@kolkataporttrust.gov.in
2. Shri Naba Dey Roy  
Sr. Dy. Director, EDP Mobile No. 9836298640  
Email Id: nabadeyroy@kolkataporttrust.gov.in
3. Shri Adhik Kumar Gop,  
Executive Engineer, EDP Mobile No. 9674416460  
Email Id: adhikgope@kolkataporttrust.gov.in

#### Contact persons (RailTel e-wizard/e-Nivida Portal):

Please feel free to contact eNivida Helpdesk (as given below) for any queries relating to the process of online bid submission or queries relating to e-tender Portal (<https://kopt.enivida.in/>) in general may be directed to the Helpdesk Support.

1. Phone No. 7278929467/8448288981
2. Mail id: - [eprocurement@railtelindia.com](mailto:eprocurement@railtelindia.com)

#### 4.0 PRE-QUALIFICATION CRITERIA

The pre-qualification criteria shall be as follows:

S#	Eligibility Criteria	Document Required
1	The Company should be a registered company in India under the Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 or Partnership Firm under Partnership Act, 1932 and Registered with the Goods and Service Tax Authorities. Should have been operating for the last three years.	Copy of valid Certificate of Incorporation; and Copy of Goods and Service Tax Registration Certificate
2	<p>i) The bidder organization should have achieved an average annual turnover of Rs 1.5 crore over the last three financial years.</p> <p>ii) The bidder organization should have a positive net worth during each of the last three financial years immediately prior to the date of NIT as evidenced by the audited accounts of the organization.</p> <p>iii) Eligible<sup>1</sup> Startups may avail 50% relaxation<sup>2</sup> in average annual turnover i.e. the Startup organization should have achieved an average annual turnover of Rs 75 lakhs over the last three financial years.</p>	<p>Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2017-18, 2018-19 and 2019-20)</p> <p>1) DPIIT Certificate of Recognition for Startups 2) Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2017-18, 2018-19 and 2019-20)</p>
4	The bidder should not have been blacklisted/debarred/deregistered/banned by SMP Kolkata or any Govt. organization. If found, the bid shall be disqualified.	Affidavit
5	i) Experience of having completed/ongoing similar works <sup>3</sup> during the last 7 years ending 31st Jul 2020, should be either of the following:	Work order/ Completion Certificate

	<p>a) 3 (three) similar works, each costing not less than INR 2 crore or equivalent; Or</p> <p>b) 2 (two) similar works, each costing not less than INR 2.5 crore or equivalent; Or</p> <p>c) 1 (one) similar work, costing not less than INR 4.0 crore or equivalent.</p>	
	<p>ii) Eligible Startups may avail 50% relaxation in project cost i.e. Startup experience of having completed/ ongoing 'similar works' during the last 7 years ending 31<sup>st</sup> August 2020, should be either of the following:</p> <p>a) 3 (three) similar works, each costing not less than INR 1 crore or equivalent; Or</p> <p>b) 2 (two) similar works, each costing not less than INR 1.25 crore or equivalent; Or</p> <p>c) 1 (one) similar work, costing not less than INR 2.0 crore or equivalent.</p>	<p>1) DPIIT Certificate of Recognition for Startups</p> <p>2) Work order/ Completion Certificate</p>

<sup>1</sup> As per guidelines of DPIIT, Government of India, eligible Startups need to be recognized under Department for Promotion of Industry & Internal Trade (DPIIT), Government of India to avail the easier public procurement norms.

<sup>2</sup> As per guidelines of DPIIT, Government of India, relaxations provided are at the discretion of SMP, Kolkata and subject to the satisfaction of technical specifications laid under the tender.

<sup>3</sup> Similar work shall mean experience of carrying out "Real-Time Automated Tracking Solution" of containers/cargo/vehicles in transportation Domain (Port including Land Port / Rail / Road transport / Air) in any Govt/ Semi-Govt. / PSUs / private organizations.

**N.B: PQ HAS BEEN DRAWN ON ESTIMATED VALUE OF ONE YEAR, INR 5 CRORE.**



## **5.0 TENDER AUTHORITY**

Chief Hydraulic Engineer, Hydraulic Study Department,  
20, Garden Road, Kolkata-700 043.  
Phone: 033-2409-3031-Extn: 7100-3513, Fax: -033-2409-3036  
E-mail: [che@kolkataporttrust.gov.in](mailto:che@kolkataporttrust.gov.in)  
Website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

## **6.0 INSTRUCTION TO BIDDERS**

- 6.1 Tender with supporting documents shall be submitted online as stipulated in the tender.
- 6.2 The bidder before filing and submitting the Tender is expected to thoroughly examine the Tender Documents including all instructions, forms, terms, specifications, schedules and reference drawings. Failure/omission to furnish this information required by the tender Document on submission of a bidder which is not substantially responsive to the tender requirement will result in the rejection of such tender.
- 6.3 Mere downloading of Tender Document shall not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.
- 6.4 In case there is an unscheduled Holiday / Bandh / Strike/ COVID-19 Lockdown on the prescribed last date of submission, the next working date will be treated as the scheduled prescribed day for the same.
- 6.5 Tender Document (Non-transferable) will be available in the website: [www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in) / RailTel E-wizard Portal. Parties downloading the tender document from SMP, Kolkata's website should ensure submission of either the Receipt from Treasurer, SMP, Kolkata or Demand Draft towards Tender Fee, failing which the tender will not be considered.
- 6.6 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserve the right to reject any/all tenders or to accept any tender in whole or in part without assigning any reason whatsoever.
- 6.7 Further amendments, if any, would also appear in the same website.

## **7.0 MODE OF SUBMISSION OF BID**

- 7.1 The tenders are to be submitted online in two parts i.e. Part-I & Part-II.

Part-I should constitute the Technical Bid and Terms and Conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition.

Part-I (Techno-Commercial) will contain the scan copy of the following documents:

- a. Brief particulars of the Firm mentioning company's registration.
- b. Document relating to details of Similar Works previously carried out/ ongoing by the firm with value & period of each work.
- c. Performance Certificates of previous/ongoing works carried out.
- d. Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2017-18, 2018-19 and 2019-20).
- e. Treasury Receipt (TR) of the cost of bid document and EMD or Original Bank Draft / Bankers Cheque payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA'.
- f. A separate letter addressing to CHE, Hydraulic Study Department, confirming that the tenderer has accepted all terms and conditions laid down in the Bid document.
- g. Details of Supervision and Liaison set up planned to be used for supervision and co-ordination of the work.
- h. Signed blank copy of Price Bid format.
- i. Form of Tender duly filled in bidder's Letter Head (Format in GCC).
- j. A declaration that the firms / group of companies / consortium have not been debarred / de-listed by any Govt. / Quasi-Govt. / Public Sector Undertakings.
- k. Complete and signed copy of the enclosed 'Integrity Pact' (Format at Annexure-I).
- l. Completed relevant formats in case of JV/ Consortium.
- m. Authentic documents relating to registration under GST Authority and ESI Authority as applicable.
- n. Current Trade License as applicable.
- o. Provident Fund Registration Certificate as applicable.
- p. A declaration from the bidder that he or she will not be associated with any other bidding firms or company.
- q. Power of attorney in connection with signing the tender document. (original is to be submitted later)
- r. Memorandum & Article of Association in case of Limited Company.
- s. The Partnership Deed in case of Partnership Firm.
- t. Partnership Agreement under Liability Partnership Act
- u. All form and formats duly filled in as given at Appendixes.
- v. Copy of PAN/TAN
- w. Copy of GSTN

**7.1.1 The contractor shall submit the documents as per the Check List above (Clause-7.1) at the time of submission of the bid online. However, the bids will be summarily rejected without any reference to the bidder if the documents mentioned against Sl. No. a, b, c, d, e, r, s and t as applicable, are not submitted with the bid.**

**7.1.2 THE DOCUMENTS UPLOADED BY BIDDER(S) WILL BE SCRUTINISED. IN CASE ANY OF THE INFORMATION FURNISHED BY THE BIDDER IS FOUND TO BE FALSE DURING SCRUTINY, EMD OF DEFAULTING BIDDER(S) WILL BE FORFEITED. PUNITIVE ACTION INCLUDING SUSPENSION AND BANNING OF BUSINESS CAN ALSO BE TAKEN AGAINST DEFAULTING BIDDER(S). The original documents will have to be produced/shown by the bidder to**

**SMP, Kolkata, as and when required, failure of compliance may lead to rejection of bid.**

7.2 Part-II (Price Bid), price shall be quoted online as per the format without any condition or deviation.

7.3 Deadline for submission of Tender

The completed tender shall be submitted online within the prescribed date as indicated in the SOT.

## **8.0 OTHER INSTRUCTIONS**

8.1 Bidders are advised to submit quotation online based upon technical specification, terms and conditions, Scope of Work contained in the Bid Documents and General Conditions of Contract (GCC) and not to stipulate any deviation. The General Conditions of Contract of SMP, Kolkata shall be applicable wherever relevant. The GCC may be downloaded from SMP, Kolkata website (<https://kolkataporttrust.gov.in/>), 'Homepage - Rule and Regulations - Non-Service Regulations'- 'General Conditions of Contract- Forms and Agreements'. Should it, however, become unavoidable, deviations should be suggested during pre-bid meeting. SMP, Kolkata reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless it is notified by SMP, Kolkata.

8.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

8.3 The work is to be done as described in Bid Document. The bidders who need clarifications on any specific issue shall inform the Engineer in writing well in advance of the date of pre-bid discussion at the address given in the next clause.

8.4 The bidders are advised to examine the tender documents carefully and if the bidders find any discrepancy or omission in the Bid Document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the Engineer before the Prebid meeting. No individual reply to the above will be send but general clarification will be uploaded after considering the same in the Prebid meeting. No interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents on the basis of verbal communication. Every request for any clarification/ interpretation shall be in writing, addressed and forwarded to the Engineer who shall be the point of contact at the following address:

Chief Hydraulic Engineer,  
Hydraulic Study Department,  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,  
20, Garden Reach Road,  
Kolkata-700 043

- 8.5 The bidders may please note that SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not entertain any correspondence or queries on the status of the offers received against this Bid.

Bidders are also requested not to depute any of their personnel or agents to visit SYAMA PRASAD MOOKERJEE PORT, KOLKATA's Offices for making such inquiries. Should SYAMA PRASAD MOOKERJEE PORT, KOLKATA find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

- 8.6 Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject, accept or prefer any bid without assigning any reason whatsoever.

- 8.7 Fax/e-mail offers/ physical offer will not be considered. Bidders should prepare their Bid themselves. Bids prepared by agents will not be recognized. SMP, Kolkata will not be liable for any financial obligation in connection with any work until such time SMP, Kolkata communicates to the successful bidder in writing its decision to entrust the work (covered by the Bid document).

- 8.8 Amendment of Tender Documents.

At any time prior to the deadline for the submissions of tenders, SMP, Kolkata may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Tenderer / bidder, modify the Tender Documents by issuance of addenda, which shall be in writing and uploaded in the same websites. Such addenda will form part of their Tender. The Tender Document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the Tenderers / bidders shall not be construed as amendment to the Tender Document.

## **9.0 EARNEST MONEY DEPOSIT**

- 9.1 The bidders shall be required to deposit INR 30 Lakh as 'Earnest Money Deposit' (EMD) payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Nationalized bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the

commitments under the Bank Guarantee (BG). In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD/BG format is given in GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.

- 9.2 Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be encased. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encased. Tender submitted without EMD shall not be considered.
- 9.3 After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.
- 9.4 As per guidelines of DPIIT, Gol, eligible Startups (recognized by DPIIT, Gol) are exempted from submitting the EMD.

## **10.0 SECURITY DEPOSIT**

- 10.1 Successful bidder will submit Security Deposit for a sum equivalent to 10% of the annual evaluated value as per price bid of the tender, as accepted by SMP, Kolkata, in Demand Draft or in the form of Bank Guarantee as per the format as stipulated in GCC in favour of 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' from a Nationalized Indian Bank with branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. In case of Bank Guarantee, the same shall remain valid for 3 months after the final expiry of the contract. The Security Deposit will be released within 60 days after successful completion of the contract period.
- 10.2 Chief Hydraulic Engineer, Hydraulic Study Department shall have the right to ask for the extension of the above Bank Guarantee till such time the Contractual obligations are fulfilled, and the Contractor will be duty bound to extend the same.
- 10.3 After the issuance of 'Work order', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. The contractor shall commence the work within the prescribed mobilization period after

issuance of work order. The contract shall be deemed to be in effect from the date of successful commencement of work.

## **11.0 INSTRUCTION FOR FILLING THE BIDS**

- 11.1 The bids can only be submitted in the name of the bidder.
- 11.2 The Bid and any annotations or accompanying documentation shall be in English language only and in metric system.
- 11.3 Bidders shall sign their proposal and all attached documents with the exact name of the firm who has downloaded the bid document.
- 11.4 Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or resolution or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 11.5 The tender shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed free from ambiguity, change or inter-lineation.
- 11.6 Bidders should indicate at the time of quoting against this bid their full postal /e-mail address and telephone and fax numbers.
- 11.7 Bidders shall set their quotations online as per BOQ format and without any qualifications.
- 11.8 Price Bids, containing any sort of qualifying expressions will be rejected.
- 11.9 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders shall confirm in writing in the form of Tender that should SYAMA PRASAD MOOKERJEE PORT, KOLKATA deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by SMP, Kolkata and they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to SMP, Kolkata, their Tender may be cancelled by SYAMA PRASAD MOOKERJEE PORT, KOLKATA.

## **12.0. Technical Evaluation**

S#	Parameters	Document Required	Maximum Marks
	Company Profile		

S#	Parameters	Document Required	Maximum Marks
1	<p>Profile of company in terms of experience, number of years in business in India since incorporation</p> <ul style="list-style-type: none"> <li>• 5 or more than 5 Years – 5 Marks</li> <li>• 4 or more than 4 Years but less than 5 years – 4 Marks</li> <li>• 3 or more than 3 Years but less than 4 Years – 3 Marks</li> <li>• Less than 3 Years – 0 Marks</li> </ul>	Copy of valid Certificate of Incorporation; and Copy of GST certificate	05
<b>Proposed Solution</b>			
2	<p>Automatic proposed solution:</p> <ul style="list-style-type: none"> <li>• Manual tagging of container is not required (fully automatic) – 10 Marks</li> <li>• Tagging / removal of devices / tag is required in one tracking point (semi-automatic) – 8 Marks</li> <li>• Tagging / removal of devices / tag is required in more than one tracking point (semi-automatic) – 5 Marks</li> </ul>	Self-declaration with Proposed Solution Architecture	10
3	<p>Accessibility of solution:</p> <ul style="list-style-type: none"> <li>• Mobile App, Web and WhatsApp, SMS based container tracking = 10 Marks</li> <li>• No Solution = 0 Marks (Non-compliance)</li> </ul> <p>(Mandatory requirement)</p>	Self-declaration with Proposed Solution Architecture	10
4	<p>Location identification accuracy of proposed solution</p> <ul style="list-style-type: none"> <li>• Location accuracy <math>\leq 0.5</math> meter = 10 Marks</li> <li>• Location accuracy <math>&gt; 0.5</math> but <math>\leq 1.5</math> meter = 5 Marks</li> <li>• Location accuracy <math>&gt; 1.5</math> meter = 0 Marks</li> </ul>	Self-declaration with Proposed Solution Architecture	10

S#	Parameters	Document Required	Maximum Marks
5	Time limit for sharing of all information related to container tracking <ul style="list-style-type: none"> <li>Time &lt;= 30 seconds = 5 Marks</li> <li>Time in between 30 seconds and 1 minute = 3 Marks</li> <li>Time &gt;= 1 minute = 0 Marks</li> </ul>	Self-declaration with Proposed Solution Architecture	05
6	Solution reuses the RFID devices tagged by DLDS for Logistics Data Bank project <ul style="list-style-type: none"> <li>Reuse of DLDS tagged RFID devices = 5 Marks</li> <li>No reuse of DLDS tagged RFID devices = 0 Marks</li> </ul>	Self-declaration with Proposed Solution Architecture	05
<b>Similar Work Experience</b>			
7	Experience in Transportation section – (Rail/ Airport/ Road Transport/ Port including Land Port): <ul style="list-style-type: none"> <li>3 Projects - 5 Marks,</li> <li>2 Projects = 3 Marks,</li> <li>1 Project = 1, Nil = 0</li> </ul>	Copy of Work Order/ Client Certificate with credentials (Appendix 9)	05
8	Experience in Providing Solution for Real Time Tracking of <u>cargo (other than container)/ vehicles</u> <ul style="list-style-type: none"> <li>3 Projects - 5 Marks,</li> <li>2 Projects = 3 Marks,</li> <li>1 Project = 1,</li> <li>Nil = 0</li> </ul>	Copy of Work Order/ Client Certificate with credentials (Appendix 9)	05
9	Experience in Providing Solution for Real Time Tracking of <u>Containers</u> <ul style="list-style-type: none"> <li>3 Projects - 10 Marks,</li> <li>2 Projects = 7 Marks,</li> <li>1 Project = 4,</li> <li>Nil = 0</li> </ul>	Copy of Work Order/ Client Certificate with credentials (Appendix 9)	10
<b>Approach &amp; Methodology</b>			
10	Approach & Methodology <ul style="list-style-type: none"> <li>Understanding of Project -05 Marks</li> <li>Proposed Solution – 10 Marks</li> <li>Value Addition with innovative Solution – 05 Marks</li> <li>Presentation – 15 Marks</li> </ul>	The approach and methodology shall be a maximum of 10 pages of written text.  The Bidder will be invited for Power	35



S#	Parameters	Document Required	Maximum Marks
		Point Presentation in front of Committee / Competent Authority to evaluate the presentation	

For each technical proposal, the total points that can be awarded for the bidder is 100, the minimum technical score (T) that Bidder requires to qualify for opening of the financial proposal is 70.

The Highest evaluated Technical Proposal (Th) shall be given maximum Technical Score (Ts) of 100. The formula for determining the technical score (Ts) all other proposal is calculated as follows

$T_s = 100 \times T / T_h$ , in which “Ts” is the Technical Score, “Th” is the highest technical score given and “T” is the Technical Score of the proposal under consideration. The technical scores will be calculated up to 2 decimal points.

### 13.0 JOINT VENTURES/CONSORTIUM AND OTHER FORMS OF ASSOCIATION

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

- i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.
- iii) Such joint venture/consortium agreement should clearly set out and contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of their respective financial and technical commitments/contribution. However, the partners of the JV/consortium shall be equally, severally and jointly responsible.
- iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Annexure-II).

- v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA)/ work order by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.
- vi) Firms with at least 26% equity shareholding each shall be allowed to jointly meet the eligibility criteria.
- vii) Where the tenderer is a consortium the aggregate net cash accruals, net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.
- viii) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.
- ix) In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

### 13.2 FURTHER CONDITIONS FOR JV/CONSORTIUM:

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

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

(i) The Tenderer, its Member or Associate (or any constituent thereof) and any other Tenderer, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Tenderer, its Member or Associate, as the case may be) in the other Tenderer, its Member or Associate

is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/ section 2(72) of the Companies Act, 2013, or any of its subsequent amendment. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

(aa) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) Subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis ; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb). (i) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary;

**OR**

(ii) A constituent of such Tenderer is also a constituent of another Tenderer;

**OR**

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

**OR**

(iv) Such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer;

**OR**

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

(b) A Tenderer shall be liable for disqualification if any legal, financial or technical adviser of SMP, Kolkata in relation to the Tender is engaged by the Tenderer, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Tender. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged

by the Tenderer, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this Tender. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the contract.

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

**Note:**

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

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

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

### **13.3 Technical & Financial Capability.**

The tenderer (whether a single entity or a consortium) must satisfy pre-qualification criteria as stipulated in the tender.

### **13.4 Assessment of eligibility:**

13.4.1 In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent) each in the Special Purpose Vehicle (or SPV) as explained in this tender document, should satisfy the above conditions of eligibility, provided that each such member shall, for a period of 2 (two) years from the date of commercial operation of the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.

13.4.2 The entity claiming the capability should have held, in the company owning the eligibility, a minimum of 26% equity during the entire period for which the eligible experience is being claimed.

13.4.3 Experience of any activity relating to an eligible activity shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

13.4.4 The Tenderer shall submit a Power of Attorney as per format given at

**Appendix-2**, authorizing the signatory of the Tenderer to submit the tender.

13.4.5 Where the ‘Successful Tenderer’ is a ‘Consortium’, it shall be required to form an appropriate ‘Special Purpose Vehicle’ or SPV, incorporated under the Indian Companies Act 1956, to execute the Contract Agreement and execute the contract. It shall, in addition to forming the SPV, comply with the following additional requirements:

- a. Members of the Consortium shall nominate one member as the ‘Lead Member’ who shall have an equity share holding of at least 26% of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix -3**, signed by all the other members of the Consortium;
- b. The Tender shall contain the information required for each member of the Consortium as per **Appendix-4**.
- c. The Tenderer shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **Appendices-5 & 6**.
- d. An individual (single entity) Tenderer participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender;
- e. Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **Appendix-7**, for the purpose of submitting Tender. The JBA, to be submitted along with the Tender, shall, inter alia:
  - (i) Convey the intent to form an SPV with shareholding / ownership equity commitment(s) in accordance with this tender, which would enter into the Contract Agreement and subsequently perform all the obligations of SMP, Kolkata in terms of the said agreement, in case the Contract is awarded to the Consortium;
  - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member; Commit the minimum equity stake to be held by each member;
  - (iii) Commit the minimum equity stake to be held by each member;
  - (iv) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for the contract period from the date of commencement of operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV;

- (v) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the completion of two years from the date of commencement of the contract and
  - (vi) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of SMP, Kolkata in relation to the contract throughout the contract period.
- f. Except as provided under the Tender Document, including its Addendum, if any, there shall not be any amendment to the said JBA without the prior written consent of SMP, Kolkata.

13.4.6 The Single Entity participating in the tender or all the members of the Consortium participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by the Tenderer in the Covering Letter as per **Appendix-8**.

13.4.7 A Tenderer including any Consortium Member or Associate shall, in the last 3 (three) years ending on the day preceding to the day of issue of the tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Tenderer, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Tenderer, Consortium Member or Associate as per **Appendix-8**.

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

**Note:**

For purposes of this Tender, 'Associate' means, in relation to the Tenderer/Consortium Member, a person who controls, is controlled by, or is under the common control with such Tenderer/Consortium Member. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

### **13.5 Change in composition of the Consortium**

13.5.1 Change in the composition of a Consortium shall not be permitted by SMP, Kolkata either during the 'Techno-commercial Evaluation Stage' [i.e., from the 'date of issuance of Tender.' up to the 'date of notification of the techno-commercially valid tenders'] or during the 'Price-Evaluation Stage'

[i.e., from the 'date of notification of the techno-commercially valid tenders' up to the 'date of placement of Letter of Intent (LOI)']. The same may be permitted only after placement of LOI where:

- a. The reason for such change with proof, if applicable, shall be submitted along with the application. Request for change without any valid reason will not be entertained by SMP, Kolkata.
- b. The Lead Member continues to be the Lead Member of the Consortium;
- c. (i). In case of substitution, the substitute is at least equal, in terms of Technical & Financial Capability, to the Consortium Member who is sought to be substituted. In this regard, documents shall have to be furnished to establish that the proposed member is in possession of experience and having financial health at least equal to that of the substituted member during the period as stipulated in the pre-qualification criteria of the tender. (ii). In case of removal of any member without substitution, the remaining member(s) shall fulfill the pre-qualification criteria of the tender. (iii). In case of induction of any additional member(s), documents shall have to be furnished to establish experience and financial health of the proposed additional member.
- d. The new Member(s) expressly adopt(s) the Tender already made on behalf of the Consortium as if it/they were a party to it originally, and is/are neither a Tenderer/Member/Associate of any other Consortium participating in this tender nor a single entity having participated in this tender.

13.5.2 Approval for change in the composition of a Consortium shall be at the sole discretion of SMP, Kolkata and must be approved by SMP, Kolkata in writing. SMP, Kolkata reserves the right to reject any tender if:

- a. At any time, a material misrepresentation is made or uncovered, **OR**
- b. The Tenderer does not provide, within the time specified by SMP, Kolkata, the supplemental information sought by SMP, Kolkata for evaluation of the Tenderer.

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

13.5.3 If any Tenderer, after downloading the tender document, makes any modification / alteration in the Tender Document, the tender submitted by the said Tenderer will be rejected outright.

## **14.0 PRICING OF THE BID**

### **14.1 General:**

The Bid shall be quoted in and as per format of Price Bid and BoQ.

### **14.2 Currency of Quotations:**

The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any currency other than Indian Rupees (INR).

### **14.3. Price Bid Evaluation**

The lowest evaluated financial proposal (Fs) will be given a maximum financial score (Fm) of 100 points. The formula for determining financial score of other proposal will be computed as follows:

$F_s = 100 \times F_m / F$ , in which “Fs” is the financial score, “Fm” is the lowest price, and “F” is the price of proposal under consideration. The financial scores will be calculated up to 2 decimal points.

### **14.4 Validity of Price Bid**

Price Bid shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Techno-commercial Bid).

## **15.0 Final Evaluation**

The Proposal shall be ranked as per the combined technical (Ts) and Financial (Fs) score using the weights (T = the weight given to technical proposal (0.6); P = the weight given to Financial Proposal (0.4); T + P=1) as follows:

$S = T_s \times T + F_s \times P$  shall be the first ranked applicant (having the highest combined score). The Second rank applicant shall be kept in reserve and may be invited for negotiation in case first ranked bidder withdraws or fail to with the requirement specify with in RFP. In case the highest combined score is the same for more than one bidder, the bidder with the higher financial bid score will be the first ranked applicant.

## **16.0 DUTIES & TAXES**

- a. The prices quoted shall be as per BOQ including all statutory levies excluding GST. The Total cost as mentioned in the BOQ would be the basis of evaluation.
- b. Supplier / Service Provider to confirm that the GST amount charged in



invoice is declared in its returns and payment of taxes is also made.

- c. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with SYAMA PRASAD MOOKERJEE PORT, KOLKATA, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to SYAMA PRASAD MOOKERJEE PORT, KOLKATA in terms of GST laws and that the credit of GST so taken by SYAMA PRASAD MOOKERJEE PORT, KOLKATA is not required to be reversed at a later date along with applicable interest.
- d. SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to SYAMA PRASAD MOOKERJEE PORT, KOLKATA for the fault of supplier shall be recovered by SYAMA PRASAD MOOKERJEE PORT, KOLKATA by way of adjustment in the consideration payable.
- e. Supplementary invoice/debit note/credit note for price revisions to enable SYAMA PRASAD MOOKERJEE PORT, KOLKATA to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
- f. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- g. If any new taxes and duties, increase in existing taxes and duties are imposed by the central / state government and is applicable in this contract, these shall be paid by SMP, Kolkata in addition as the same are not included in the quoted rates.

## **17. Demobilization**

The contractor shall peacefully remove all ICT assets and other associated infrastructure within 15 days from the date of expiry of the contract unless SMP, Kolkata management has given extension period. The Contractor is bound to restore the allotted space(s) to the same state in which those were handed over to the contractor/ SP for installation of the container Tracking Facility at own cost.

## **18. Acceptance of the Container Tracking Solution:**

Commissioning of the Container Tracking Solution in NSD or KPD or both are subject to acceptance of solution by the Engineer of the contract.

## **19.0 INTERPRETATION OF TERMS**

In the Contract and specifications, the following words and expressions shall have the meanings as follows:

- 19.1 THE TRUSTEES - The expression 'THE TRUSTEES' means the Board of Trustees for the SMP, Kolkata.
- 19.2 THE CHAIRMAN means the Chairman of the Board and includes the person appointed to act in his place under Section 14 and 14A of the Major Port Trusts Act, 1963.
- 19.3 THE DEPUTY CHAIRMAN, Kolkata means the Deputy Chairman, KDS, or, as the case may be, a Deputy Chairman of a Board and includes the person appointed to act in his place under section 14 of the Major Port Trusts Act, 1963.
- 19.4 THE CHIEF HYDRAULIC ENGINEER, HYDRAULIC STUDY DEPARTMENT - The expression 'The Chief Hydraulic Engineer, Hydraulic Study Department' means the office holding that post under the Trustees and includes his successors in office.
- 19.5 THE TRAFFIC MANAGER , TRAFFIC DEPARTMENT - The expression 'The Traffic Manager , Traffic Department ' means the office holding that post under the Trustees and includes his successors in office.
- 19.6 THE CHIEF MECHANICAL ENGINEER, MECHANICAL & ELECTRICAL ENGINEERING (M & EE) DEPARTMENT - The expression 'The Chief Mechanical Engineer, Mechanical & Electrical Engineering Department' means the office holding that post under the Trustees and includes his successors in office.
- 19.7 THE Dy. CHIEF HYDRAULIC ENGINEER, HYDRAULIC STUDY DEPARTMENT - The expression 'The Dy. Chief Hydraulic Engineer, Hydraulic Study Department' means the office holding that post under the Trustees and includes his successors in office.
- 19.8 THE ENGINEER - The expression 'The Engineer' means the Chief Hydraulic Engineer, Hydraulic Study Department for the purpose of this contract only.
- 19.9 THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or The Chief Hydraulic Engineer/ Engineer of the Contract to act on their behalf for the purpose of this contract.

- 19.10 THE ENGINEER'S REPRESENTATIVE - The expression 'The Representative' means any officer or person from time to time deputed by the Trustees or Engineer of the Contract to act on their behalf for the purpose of this contract.
- 19.11 DAY - means duration of 24 hours commencing at 00.00 hours midnight till 24.00 hours and includes Sundays and Holidays.
- 19.12 MONTH - means English Calendar Month.
- 19.13 LETTER OF INTENT - "Letter of Intent" means the formal acceptance by SMP, Kolkata of the Tender.
- 19.14 TENDER - "Tender" means the Contractor's priced offer to SMP, Kolkata for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Intent.

## **SPECIAL CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATIONS**

### **20.0 GENERAL**

The provisions of the Special Conditions of Contract & Technical Specifications shall be deemed to override the provisions of the General Conditions of Contract, only to the extent of such repugnancy or variations in the Special Conditions of Contract & Technical Specifications, as are not possible of being reconciled with the provisions of General Conditions of Contract.

### **21.0 SCOPE OF WORK**

The selected Service Provider (SP) will have to perform the followings scope of work:

- 21.1 "Implement an IT enabled solution for automated tracking of location of containers inside dock areas of Kolkata Dock System (KDS), SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata), records all relevant data related to container tracking solution and share seamlessly (within 1 minute from the time stamp of automatic container location tracking) using API based integration with SMP, Kolkata or SMP, Kolkata authorized agency". Tracking of the containers is mandatory with time stamp (date and time) for handling the same while landing from the vessel till gate-out (Imports) and from gate-in to shipment on the vessel (Exports). Whenever, any container is

received/delivered or any lift on/off in yard or shipped/landed to/from the vessel then times stamp along with the equipment used should be shared with SMP, Kolkata seamlessly.

21.2 All associated hardware, software, network, internet connectivity, civil, electrical, manpower and any other requirements towards successful implementation, commissioning and operation for the project is required to be made by the Service Provider (SP) at his own cost, charges, expenses, risks including accidental damages, Insurance, licenses, etc. including other arrangements, if any, at KDS, SMP, Kolkata. However, during the contract period SP will be permitted to upgrade the infrastructure with latest technologies with no extra cost to SMP, Kolkata.

21.3 SMP, Kolkata will provide necessary permission for installation of required devices, if any, inside the dock area and in the container handling equipment owned by SMP, Kolkata/ SMP, Kolkata's authorized equipment handling agency for successful implementation of the said solution.

21.4 Functional/ Business Requirement: Following minimum features/ functionalities is required for the IT enabled container tracking solution:

a) The service provider is required to perform the following activities:

- i. Identification of the object (container). [\* Identification of the container should also contain the mapping of the respective vessel (VCN) with which the container is linked (Import or Export)]. Accuracy of Identification of Container is to be provided at the level of 100% for each tracked container].
- ii. Auto tracking of location of the object (container) by using RFID based devices or cameras-based devices or any other technology in real time mode. All tracking related information including times stamps of each movement and location inside dock should be recorded through system only and no. manual intervention will be accepted.
- iii. Real-time Kinematic (RTK) or Differential Global Positioning System (DGPS) or any other technology based automatic location tracking of containers and cargo handling equipment in X-Y-Z axes with less than 1.5-meter accuracy.
- iv. For data transfer: Sharing of all information related to container tracking seamlessly (within 1 minutes seconds from the time stamp of automatic container location tracking) using API based integration with SMP, Kolkata/ SMP, Kolkata's authorized agency.

- b) Recording actual gate-in and gate-out time and date of each container and sharing the same with SMP, Kolkata or SMP, Kolkata authorized agency.
- c) Providing yard location of container and equipment used for handling in different yards including stacking, restacking, shifting operation inside yard and share the same with SMP, Kolkata or SMP, Kolkata authorized agency.
- d) Providing the ship face container handling activity (Landing and Shipment) information with SMP, Kolkata or SMP, Kolkata authorized agency.
- e) SMP, Kolkata will share the relevant information of containers from EBS-ERP (POMS/POS) system to the selected Service Provider for integration with their proposed container tracking solution.
- f) Information and status sharing with different stakeholders of container using mobile application and auto SMS alerts for container location at gate-in and gate-out, yard placement and ship face handling through registered mobile no. to the concerned port users.
- g) SP will also make a provision to enable port users/ its representative (Driver, Agent, etc.) to track the container on request by sending SMS from mobile no. to a predefined SMS short code.
- h) SP will provide online web portal as well as mobile apps (for Android, iOS, etc.) for tracking of containers inside the dock over internet. A dashboard needs to be facilitated for the SMP, Kolkata officials/ port users with user login credential as per requirement to monitor the container handling related activities inside the dock area.
- i) In addition to the above, the following MIS reports have to be provided to SMP, Kolkata or SMP, Kolkata authorized agency:
  - i. Providing the degree of congestion/ container density report inside the yard.
  - ii. Providing alerts/ reports with locations for long-standing containers (Configurable timing).
  - iii. Providing information related to location of container and equipment used for handling the container.
  - iv. Track containers in transit and ensures correct ETAs for Port to help in planning.
  - v. Providing information about the empty slots in different areas and yards.
  - vi. Detailed MIS report of all successful containers tracked on daily, monthly and yearly basis through the system with relevant information.

vii. Provision needs to be arranged for any other reports as required by SMP, Kolkata from time to time.

21.5 Integration with Port Operation System (POS) & Enterprise Business System or Solution (EBS) or Port authorized agency of SMP, Kolkata: SMP, Kolkata will share the relevant information of containers from EBS ERP (POS-iPortman) system to the selected Service Provider of the proposed container tracking solution. The selected SP is responsible for integration of proposed solution with SMP, Kolkata's/ its authorized agency's computerized software system (POMS, POS, ERP, Weighbridge, Port Access Control System, DLDS' Logistic Data Bank System etc.) without any additional cost to SMP, Kolkata.

21.6 Audit of proposed container tracking software: SP will submit software audit report accredited by any Govt. empanelled agency at his own cost before go-live of the project.

21.7 SP will provide suitable and sufficient manpower for the commissioning, go-live, daily execution, monitoring and maintenance support of the solution at KDS, SMP Kolkata.

**21.8 Coverage area/ sites:**

- a) **NSD:** minimum 6 berths, yard area (about 1.5 lakh sq meter), 08 Gates, etc. of Netaji Subhash Dock (NSD).
- b) **KPD:** minimum 1 berth, yard area (about 10,000 sq meter), 02 Gates of Khidderpore Dock (KPD).

**21.9 Other important information:**

Previous 3 years statistics of container traffic handled at KDS, SMP, Kolkata:

Year	No. of Containers Handled (approx.)
2019-20	5.04 lakh
2018-19	4.87 lakh
2017-18	4.86 lakh

Note: SMP, Kolkata will not guarantee any minimum number of container traffic to be tracked by the proposed solution.

**21.10 Container Handling Equipment:** SMP, Kolkata has outsourced the container handling activities to third parties engaged by The Chief Mechanical Engineer, Mechanical and Electrical Engineering Department (M&EE) of SMP, Kolkata. Docks are under the control of Traffic Department of SMP, Kolkata. Before submitting offer, the bidder will inspect the yards/ dock area and assess the requirement in consultation with M&EE and Traffic department of

SMP, Kolkata. Currently there are 12 RST, 4 RTG and 4 MHC working at KDS for container handling which may vary as per requirement.

*All prospective bidders are requested to visit the complete site before attending Pre-bid meeting for thorough understanding of the various aspects like present space availability inside dock, handling operations at berths, quay, yards, CFS, at TT or vehicle entry/ exit gates, etc. both at NSD and KPD to convince themselves on fulfilment of the requirements spelt out in the RFP.*

*SMP, Kolkata/ Port users shall not be liable to pay any sought of damages to equipment installed by the Service Provider.*

**21.11 Data Ownership:** SMP, Kolkata will have sole right on the data/ information and reports generated by proposed solution and SP will be bound to share complete data with SMP, Kolkata without any cost implication from day one. Selected bidder/ SP may have to share the information with legally/ contractually engaged service providers for cargo handling (e.g. BKCT, etc.) or any other authorized parties/ agencies as directed by SMP, Kolkata. The selected bidder must not share the data to any other party or agencies without prior permission of SMP, Kolkata and should maintain confidentiality as per Gol (Govt. Of India) IT acts and Cyber security policy & guidelines. At the end of the contract, the SP shall transfer all business data of the entire solution/ project in a storage to be provided by SMP, Kolkata and the SP shall destroy all data stored in their cloud storage and system.

**21.12 Operation and Maintenance:** The contractor/ SP on its own cost and arrangement shall deploy required manpower (if any) for operation and maintenance of Container Tracking Solution. The contractor/SP shall at its own cost and arrangement promptly repair / replace or restore any of the Containers tracking solution/associated infrastructure or any part thereof which may be lost, damaged or destroyed.

The SP shall at its own cost and arrangement obtain and maintain all required statutory clearances, permissions, spectrum or software license or any proprietary license as may be required by law for operation and maintenance of the Container Tracking solution.

The SP shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the contract which shall include but not limited to the Major Port Trust's Act, 1963, the Indian Contract Act, the Dock Workers (Safety, Health & Welfare) Regulations, 1987, Motor Vehicles Act, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Industrial Dispute Act, 1947, Shops and Commercial Establishment Act, Factory Act, 1948, Workmen's Compensation Act, 1923, ESI Act, 1948, Payment of Wages Act, 1963, Bonus Act, Employees Provident Funds & Misc. Provisions Act, 1952 etc. and such other applicable Central / State Acts from time to time and take such steps as may be deemed necessary in this regard. All of the Acts, Laws,

Statutes, Bylaws, Rules and Regulations, mentioned above are intended to be illustrative, not exhaustive.

- (a). In case of SMP, Kolkata assets/property/employee suffers damage or sustaining injury (fatal/non-fatal) as the case may be due to operation of container tracking solution/ system provided by SP, the contractor/ SP shall be solely accountable for all liabilities and losses thereof. In case of loss or damage of any property or any material belonging to SMP, Kolkata, the contractor shall immediately pay the required cost for making good the losses, as will be ascertained by SMP, Kolkata official, or in lieu thereof, the contractor may also repair / replace the damaged property to the satisfaction of SMP, Kolkata official, within the period to be indicated by SMP, Kolkata.
- (b). In case of loss of life or injury caused to any person, the SP shall immediately pay the required compensation (as may also be decided by the statutory / competent authority) to the affected party.

**Note:** In case of non-compliance with the above provisions, SMP, Kolkata will be at liberty to realize the cost of compensation from any amount due to the contractor.

The contractor/SP shall allow SMP, Kolkata or any statutory authority to inspect the Container Tracking solution and other associated infrastructure installed and operated by the contractor under the provisions of the contract at all / any point of time and take such action as may be directed by SMP, Kolkata or the said statutory authority with regard to any or all the Container tracking solution s and other associated infrastructure.

The contractor/SP shall be responsible for payment of taxes, duties, cess, assessment or any other charges which may be levied by any statutory authority during the currency of the contract. If during the period of the contract, any new tax / duty / cess or any other charge is imposed/levied by the Government / any statutory authority having impact on the payable amount to the contractor only to the extent of the services to be rendered after commencement of contract, then the same would be paid by SMP, Kolkata to the contractor at actual on production of relevant proof.

SMP, Kolkata is covered by the “International Ship and Port Facility Security (ISPS) Code”. The general security of the entire dock area at KDS is provided by Central Industrial Security Force (CISF) as in existence now. However, if any localized security for the Container tracking solution and other associated infrastructure to be set up by the contractor inside the dock is required, the same is to be provided by the contractor at its cost, arrangement and liability.

The contractor/SP will be allowed to install telephone(s) and other communication arrangements within the dock area for communication purpose at its own cost and arrangement.



The contractor shall have to obtain required permits for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of SMP, Kolkata in vogue at KDS. The required permits will be given free of cost only and RFID card and Tags will be given on chargeable basis.

**21.13 CONFIDENTIAL INFORMATION, SECURITY AND DATA:** The SP will promptly on the commencement of the contract period supply to SMP, Kolkata the following:

- I. Information relating to the current services rendered and performance data relating to the performance of sub-contractors in relation to the services;
- II. Documentation relating to Project's Intellectual Property Rights;
- III. Project data and confidential information;
- IV. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Project or its nominated agencies, or its Replacement SP to carry out due diligence in order to transition the provision of the Services to Project or its nominated agencies, or its Replacement SP (as the case may be).

If there is any update and changes made during the contract, SP needs to submit the revised documents during the contact period.

**21.14 RIGHTS OF ACCESS TO PREMISES:** At any time during the contract period including extension period (if any), where assets pertaining to the Container Tracking Solution are located at the SP's premises, the SP will be obliged to give rights of access to (or, in the case of Assets located on a third party's premises) SMP, Kolkata, and/or any replacement SP in order to make an audit and study of the assets/ systems.

**21.15 Facilities/ infrastructure provided by SMP, Kolkata:**

- i. Marking of Container Yard Ground Slots with well paint in defined blocks.
- ii. Provide Map (non geo-spatial map) of container yards of NSD & KPD.
- iii. SMP, Kolkata will provide raw power/ electricity for the equipment load may be provided on chargeable basis. However, the SP shall keep arrangement for alternate arrangement of power by themselves in the event of power failure in the dock.
- iv. SMP Kolkata will lay electric line/ water pipeline from the point of nearest source up to its place of requirement on chargeable basis.
- v. Dock pass/permits will be given free of cost. However, RFID card and Tags will be issued on chargeable basis.

## 22.0 GUARANTEED AVAILABILITY

22.1 The container tracking system should be available round the clock for tracking of containers 98.50%.

## 23.0 SLA & PENALTY:

Service Level Agreement (SLA) is the contract between Port and the bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed performance indicators as detailed in the RFP. This section defines various Service Level Indicators which will be considered by Port in the Service Level Agreement with Successful bidder.

- a. Appropriate Penalties will be recovered from the **total monthly payment (TMP)** if successful bidder is not able to achieve required Service levels during warranty/ Operation and Maintenance period of as mentioned below:

SL NO	SLA	Target Service Level Requirement	Penalties
01	Availability/Uptime of Container Tracking Solution.	98.50 % or higher	For each component <ul style="list-style-type: none"><li>• 98.50% or Better= NIL.</li><li>• 98.00% to 98.49%=0.25% of TMP.</li><li>• 96.99 to 97.99% = 0.50% of TMP.</li><li>• 95.00 to 96.99% = 1.50% of TMP.</li><li>• Less than 95% = 2.50% of TMP.</li></ul>

**NOTE:** The downtime will be measured as the time difference between the communication of the breakdown of the system by SMP, Kolkata and restoration of the system. For billing purpose, the total downtime for a given month will be calculated.

In case of failure or unavailability EBS ERP system or other integrated system of SMP, Kolkata, penalty will not be imposed on the selected SP. In the matter of imposing penalty for breach of SLA as mentioned above, the decision of SMP, Kolkata shall be final and binding on the contractor.

## 24.0 Adequacy of the tender:

The intending tenderers are expected to visit the sites and satisfy themselves on the actual site conditions before tendering. Whatever information given in the tender document is only intended as a general guidance for the contractor and no warranty is given for the correctness of the same.

The information being provided in the Tender document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidder shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer including the suitability and capability of the equipment proposed to be deployed for execution of the work.

## **25.0 PAYMENT TERMS**

Contractor/ SP shall submit monthly bill complete in all respect along with all work done certificates, reports of no. of successful containers tracked, etc. SMP, Kolkata will only pay for successful containers tracked through the proposed Container tracking solutions at KDS, SMP, Kolkata. SMP, Kolkata will endeavour to make payment through ECS within 30 days from the receipt of corrected bills. All reports, work done certificate and other supporting documents should be submitted along with invoices/ bills.

\*Total amount payable for a month =  $R \times C$ . (Rs.) during contract period.

Where 'R' stands for 'Quoted rate for per container tracking'.

'C' stands for Nos. of containers successfully tracked (Export Cycle [Gate-In ... Shipment] or Import Cycle [Landing ..... Gate-Out]) in a month.

\*Note:

- i. Total monthly payment is subjected to any penalty or deductions as per the contract which may attract applicable GST.
- ii. If the container is not delivered or shipped by 21 days from the date of receiving at yard, the proportionate payment for that container will be made on basis of no. of completed activities out of 3 activities in each cycle.
- iii. The Traffic Manager, Traffic Department, KDS, SMP, Kolkata will certify the monthly bills. After the integration of SP's solution with POMS/ERP, the SP will share the real time tracking data with POMS/ERP which will generate a report containing the details (container number, time stamp of tracking etc.) of tracked containers. The monthly bills shall be certified on the basis of the said report.

## **26.0 LIAISON OFFICER**

A Liaison Officer should be deployed by the Contractor for interacting /communicating between SMP, Kolkata, the vessel and other concerned officials at Kolkata. Such liaison officer shall have Mobile Phone in Kolkata with residential landline telephone facility. He should be a person having experience in the field of container handling operation.

## **27.0 EVALUATION AND COMPARISON OF BIDS**

27.1 SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to accept price part of the offer (part-II) of only such bidders who achieve minimum technical score of 70 as described in section 12 along with fulfilling mandatory requirements and whose commercial proposals are complete and acceptable. SYAMA PRASAD MOOKERJEE PORT, KOLKATA's decision in this regard shall be final and binding on the bidder. SYAMA PRASAD MOOKERJEE PORT, KOLKATA may not open the price part of the offer (Part-II) of the bidders who fail to achieve minimum technical score of 70 or do not fulfil the mandatory requirements or whose commercial proposals are incomplete or unacceptable.

27.2 SYAMA PRASAD MOOKERJEE PORT, KOLKATA will not be duty bound to notify the names of unsuccessful bidders nor the reasons for the same.

27.3 SYAMA PRASAD MOOKERJEE PORT, KOLKATA also reserves the right to obtain revised commercial bid if necessary, from the technically acceptable bidders.

27.4 The Bids received and accepted will be evaluated using Quality and Cost Based Selection (QCBS) as indicated in the section 15.

## **28.0 BID OPENING**

Part-I: Technical and Commercial Aspects

Part-II: Price part of the offer

Price Bid of only those Bidders, who achieve minimum technical score of 70 (as per section 12) along with fulfilling mandatory requirements and whose commercial proposals are complete and acceptable, shall be opened on the scheduled date or a subsequent date, which will be intimated at least 24 hours in advance.

## **29.0 THE GENERAL CONDITIONS OF CONTRACT OF SMP, Kolkata SHALL BE APPLICABLE WHEREVER RELEVANT.**

The GCC may be downloaded from SMP, Kolkata website (<https://kolkataporttrust.gov.in/>), 'Homepage - Rule and Regulations - Non-Service Regulations' - 'General Conditions of Contract- Forms and Agreements'.

## **30.0 INSURANCE**

The "Container Tacking Solution" and all other ancillary equipment may be insured with any reputed Indian Insurance company registered with IRDA at his own cost by the SP. SMP, Kolkata shall not be responsible in any manner for any accidental damages or loss occurred to the equipment/ assets of the proposed solution.

All persons deployed by the contractor for the subject work shall be insured by the contractor at his/ her own cost. SMP, Kolkata shall not be responsible in any

manner for any accident to the personnel engaged by the Contractor or persons deployed (if any) during the operation and maintenance of the solution or otherwise.

### **31.0 TERMINATION OF CONTRACT**

31.1 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, as communicated by the Engineer shall be final, binding and conclusive:

- a) If the Contractor fails to commence operation within 180 days from the date of issue of 'Work Order'. However, Engineer shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Contractor.
- b) The Contractor has abandoned the contract.
- c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- d) The Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- f) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

31.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the contract.

### **32.0 LAW OF THE LAND**

**32.1** All relevant rules and regulations and laws regarding Trade Union, Labour, Marine and Pollution Control must be complied with by the contractor at their own cost. SMP, Kolkata shall be at liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules and regulations and the consequential damages are to be borne by SMP, Kolkata.

**32.2** The Contractor shall at all times observe and comply with all prevailing laws including regulations that are relating to works under the scope of the contract. The contractor shall follow instructions in this regard given by SMP, Kolkata. The Contractor shall carry out his work strictly in a manner which shall not obstruct or endanger the usual operation and capacity of Cargo Handling Equipment, RFID based PACS system and approaches thereto.

**32.3** The Contractor shall take all possible precautions and measures to secure the efficient protection of the docks, against pollution of whatever nature during the execution of the work. He shall not allow at any time as refuse including plastic, rubbish, etc. in whatever nature to be thrown into the water by his workmen or any other agency employed by him.

### **33.0 COMPLIANCE OF LABOUR ACT**

The contractor shall comply with the Contract labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act (if applicable), Workmen's Compensation Act, 1923, Minimum Wage Act, 1948 and Employer's Insurance and any other Labour and other Laws in force as on date (contractor being deemed to be the employer in all cases).

### **34.0 ARTICLE OF VALUE**

All articles of value or antiquity and structures and other remains of geological or archaeological interest found shall be deemed to be the property of the Trustees. The Contractor shall take every precaution to prevent damage to any such article and shall immediately report to the Engineer of the Contract or his representative in writing of such discovery and carry out, at the Trustees' expenses, Engineer's order as to their retrieval.

### **35.0 FORCE MAJEURE**

i) In the event of either party being rendered unable by 'force majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'force majeure', shall upon notification to the other party, be suspended for the period during which 'force majeure' event lasts. The cost and loss sustained by either party shall be borne by respective parties.

ii) The term 'Force Majeure' as employed shall mean acts of God, earthquake, war, revolt, riot, fire, strike (excluding that of Contractor's Suppliers or Sub-Contractor's Employees) and hurricane. Time of performance shall be extended

by the period of delay, which is directly caused by the 'force majeure'. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 48 (Forty eight) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in supports of its claim.

iii) Time for performance of the relative obligation suspended by the 'force majeure' shall stand extended by the period for which such cause lasts.

### **36.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES & ARBITRATION.**

36.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the contract and shall forthwith be given effect to by the Contractor.

36.2 If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman or BoT, SMP, Kolkata for taking a view on the dispute.

36.3 If there is still no settlement as mentioned at Clauses - 36.1 & 36.2, 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 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the 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 Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.

36.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.

36.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

36.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

36.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

36.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.

36.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

#### **PROVIDED ALWAYS AS FOLLOWS:**

- a) The Contractor shall have to raise disputes or differences of any kind whatsoever, in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- b) No dispute or difference on any matter whatsoever pertaining to the contract can be raised by the Contractor after submission of certificate in form G.C.3 by him.
- c) Contractor's claim/dispute raised beyond the time limits prescribed in Sub-clauses (a) & (b) herein above, shall not be entertained by the Engineer and / or by any Arbitrator, subsequently.

#### **37.0 INTEGRITY PACT**

The selected bidder will have to enter into an Integrity Pact with the Port as per format enclosed at Annexure-I or as per latest GCC. (On Non Judicial Stamp Paper of Rs. 50/-). All blank spaces to be filled in as appropriate. At present for implementation of Integrity Pact, Ms. Bulbul Sen, IRS (Retd.) & Shri Subhashish Sarkar have been appointed by SMP, Kolkata as Independent External Monitor



(IEM).

Bulbul Sen, IRS (Retd.),  
B-104 Narayantara Aptts.  
Block 8 B, Sec-7,  
Dwaraka,  
Delhi-110075,  
E-mail: [bsensarkar@gmail.com](mailto:bsensarkar@gmail.com).

Shri Subhashish Sarkar,  
Flat No.406, Block-III,  
Kirti Apartments,  
Mayur Vihar Phase-I Extension,  
Delhi-110091,  
Mob. No. 9811707230,  
E-mail: [subhashishsarkar53@yahoo.com](mailto:subhashishsarkar53@yahoo.com).

However, SYAMA PRASAD MOOKERJEE PORT, KOLKATA reserves the right to change the Independent External Monitor (IEM) which will be intimated to the bidder accordingly.

## BILL OF QUANTITIES

### PREAMBLE TO BILL OF QUANTITIES

#### **38. GENERAL**

38.1 The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.

38.2 The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.

38.3 The rates quoted shall be in both figures and words and that in words shall prevail.

### 39.0 FORMAT OF PRICE BID:

BOQ:

Description	Container Capacity/ Quantity per year (A)	* Container tracking charge per container for complete cycle of Import or Export excluding GST (INR) (B)	Total cost for 4 years excluding GST (A * B * 4)
IT enabled Real time automatic Container Tracking Solution	5 Lakh		

**\*Note:**

- I. The quoted price bid i.e. rate per container will be valid for entire duration of 4-year contract from Go Live. No escalation in price bid will be entertained during the 4-year contract period.
- II. Export: Container handling gate-in, receiving and movement at the yard till shipment.
- III. Import: Container landing, stacking and movement in the yard and till delivery and gate-out.
- IV. Period of contract: Contract will be for a period of four (4) years from the date of acceptance of the solution as per the clause no.17 of the instant tender.
- V. GST shall not be considered for evaluation. However, GST will be paid as per applicable rate.

**INTEGRITY PACT**

Between  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) hereinafter referred  
to as “The Principal/ Employer”

And  
..... hereinafter referred to as “The  
Bidder/Contractor”.

**Preamble**

The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM) appointed by the principal, will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**NOW, THEREFORE**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to currency of the contract to be entered into with a view to :-

Enabling the PRINCIPAL / EMPLOYER to get the contractual work executed and / or to obtain / dispose the desired said stores / equipment at a competitive price in conformity with the defined specifications / scope of work by avoiding the high cost and the distortionary impact of corruption on such work / procurement /disposal and Enabling BIDDERS /CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**Section-1: Commitments of the Principal/employer.**

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract,

- demand, take a promise for or accept, for self or third person, any materials or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section-2: Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor (s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and

business details including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section-3: Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

### **Section- 4: Compensation for Damages.**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand or recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section -5: Previous transgression.**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity Pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings /Enterprise in India, Major Ports, / Govt. Departments of India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as considered appropriate.

### **Section- 6: Equal treatment of all Bidders / Contractors/ Subcontractors.**

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section-7: Other Legal actions violating Bidder(s)/Contractor(s)/ Sub contractor(s).**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

**Section-8: Role of Independent External Monitor (IEM).**

- (a) The task of the monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.

- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of SYAMA PRASAD MOOKERJEE PORT, KOLKATA within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER / CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

#### **Section-9: Facilitation of Investigation:**

In case of any allegation or violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR shall provide necessary information and documents in **English** and shall extend all possible help for the purpose of such examination.

#### **Section-10: Pact Duration:**

The pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder / contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of SMP, Kolkata.

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

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.

- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners of consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
For & on behalf of the Principal)  
(Office Seal)

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

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



**FORMAT IN CASE OF JOINT VENTURE/CONSORTIUM AGREEMENT**  
**(To be submitted on stamp paper)**

This Joint venture/consortium agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 20--- between M/s. \_\_\_\_\_ (please indicate the status viz. Proprietor, firm, Company) represented through its proprietor /partner or Director (hereinafter referred to as “first Party” ) and M/s. \_\_\_\_\_ (Please indicate the status viz. Proprietor, Firm, Company ) represented through its proprietor /partner or Director ( hereinafter referred to as “Second Party”) WHEREAS the First party is engaged in the business of \_\_\_\_\_

AND WHEREAS THE Second Party is engaged in the business of \_\_\_\_\_

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

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

NOW THIS DEED WITNESSED AS UNDER:

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

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

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

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

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

First Party:

Second Party:

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

First Party:

Second Party:

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

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

8. The Registered Office of the Joint Venture/Lead Partner of the consortium shall be at\_\_\_\_\_

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

10. Opening and operation of Bank Account:

The Joint Venture/consortium shall open and maintain bank account(s) at\_\_\_\_\_

\_\_\_\_\_The Lead Partner as mentioned in Clause (2) above shall have the power to receive the payments on behalf of the Joint Venture/consortium and to give discharge on behalf of the Joint Venture/consortium.

IN WITNESS WHEREOF the Parties hereto have signed hereunder at \_\_\_\_\_on this \_\_\_\_\_day of \_\_\_\_\_

Party of First Part  
Part

Party of Second

Witness:

- 1)
- 2)

## Appendix-1

### (I) Details in respect of the Company /Firm (Indian /Foreign).

Sl. No.	Name of Firms / Bidders.	Date of registration of the Company.	Address of Head Office, Regional Office and Registered Office.	Previous name of the company if any.	Details of earlier approvals, if any (ref. No. & date)

### (II) Details in respect of Director.

Sl. No.	Full name of Board of Directors.	Present position held with date (since when)	Date of Birth.	Parentage.	Present & Permanent address.	Nationality.	Passport No. and issue date if any.	Contact address & telephone number.
1	2	3	4	5	6	7	8	9

### (III) Details of Shareholders of applicant company (All firms /companies/entities/individuals having shareholding more than 10%.):

Sl. No.	Full name.	Parentage Father/Mother.	Date of Birth.	Permanent address.	Present address.	Present position held in the company if any.	Nationality (if holding dual nationality, both must be clearly mentioned).	% of shares held in the Company.

**(IV) Details of criminal cases, if any against the Company / Director (s) as per Annexure.**

**SECRET**

**Self declaration for company of Director(s) for whom security clearance is sought.**

- a. Name and address and registration number of the company:
- b. Name and address of owners, promoters and directors of the company:

- 1. -----
- 2. -----
- 3. -----
- 4. -----

- c. Is the company owners, promoters or directors listed above the subject of any:

- 1. Preventive detention proceedings (PSA/NSA etc.): Yes / No.
- 2. Criminal proceedings : Yes / No.

- d. If, Yes. Please provide following details.

- 1. Detention / Case / FIR/ Warrant number:
- 2. Police station / District / Agency:
- 3. Section of law:
- 4. Name and place of the court:

- e. The above mentioned details are in respect of both India and any other foreign country.

Note: The above self declaration is required to be filled and signed by the authorised signatory of the company.

Format For Power Of Attorney For Signing of Tender

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

Dated: \_\_\_\_\_

POWER OF ATTORNEY

To whomsoever it may concern

Mr. \_\_\_\_\_ [Name of the Person(s)], residing at \_\_\_\_\_ [Address of the person(s)], acting as \_\_\_\_\_ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of \_\_\_\_\_ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No. ....)and (Tender subject- “.....”)] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by SYAMA PRASAD MOOKERJEE PORT, KOLKATA (SMP, Kolkata) in respect of the tender.

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

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer / Consortium Members with Seal)

**Note -**

(In case of Consortium, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

Whereas Haldia Dock Complex, SYAMA PRASAD MOOKERJEE PORT, KOLKATA (“the Authority”) has invited tenders from interested parties for “.....” (Tender No. ....).

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

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

## NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. .... having our registered office at ....., M/s..... having our registered office at ....., M/s. .... having our registered office at ....., and M/s. .... having our registered office at ....., [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. .... having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out

of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS .....  
DAY OF .....20\*\*

For .....

.....

(Name & Title)

For .....

.....

(Name & Title)

For .....

.....

(Name & Title)

Witnesses:

1.

2.

.....

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

**Profile Of The Tenderer**

1.
  - (a) Name
  - (b) Country of incorporation
  - (c) Address of the corporate headquarters and its branch office(s), if any in India.
  - (d) Date of incorporation and commencement of business.
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.
  
3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with SMP, Kolkata.
  - (a) Name :
  - (b) Designation :
  - (c) Company :
  - (d) Address :
  - (e) Telephone Number :  
(Land & Mobile)
  - (f) E-Mail Address :
  - (g) Fax Number :
  
4. Details of Authorized Signatory of the Tenderer:
  - Name :
  - Designation :
  - Company :
  - Address :
  - Telephone No. :  
(Land & Mobile)
  - Fax No. :
  - Email Address :
  
5. In case of a Consortium:



- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders .....

Name: .....

Designation: .....

Date : .....

Seal

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**KOLKATA DOCK SYSTEM**

**Implementation of Real Time Container Tracking Solution in KDS, SMP, Kolkata**

	<b>Name of the similar project / work executed successfully.</b>	<b>Period of the project</b>	<b>Value of the project</b>
<b>Single Entity</b>			
<b>Consortium Member 1</b>			
<b>Consortium Member 2</b>			

**Instructions:**

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
  - (a) Location of the project
  - (b) Contact details of the concerned dredging projects
    - (i) Name of Contact Person(s)
    - (ii) Designation(s)
    - (iii) Address
    - (iv) Telephone/Mobile No.
    - (v) Fax
    - (vi) Email

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

Name: .....

Designation: .....

Date: .....

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm .....

Registration Number & other details .....

Name of the Signatory.....

Signature .....

Designation .....

UDIN .....

Date .....

Seal

**Details Of Financial Capability of the Tenderer**

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Single entity Tenderer	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.

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

**Name:** .....

**Designation:** .....

**Date :** .....

**Seal**

**CERTIFIED BY**

**Name of Chartered Accountant Firm .....**

**Registration No. & other details .....**

**Name of the Signatory .....**

**Signature .....**

**Designation .....**

**UDIN .....**

**Date**

Joint Bidding Agreement

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

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

**AMONGST**

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the **"First Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the **"Second Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the **"Third Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

4. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the **"Fourth Part"** which expression shall, unless repugnant to the context include its successors and permitted assigns)}

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

**WHEREAS,**

- (A) [SYAMA PRASAD MOOKERJEE PORT, KOLKATA, established under the Major Port Trusts Act-1963 and having Principal Office at 15, Strand Road, Kolkata-700001 (hereinafter referred to as the **"SMP, Kolkata"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. .... dated .....(the **"TENDER DOCUMENT"**) for selection of successful tenderer for the contract as proposed in the said tender document.

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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act 1956/2013 for entering into an Agreement with the SMP, Kolkata and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

**4. Role of the Parties**

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

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

- (b) Party of the Second Part shall be {the Technical Member of the Consortium ;}
- {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}
- {(d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}

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

## **5. Joint and Several Liability**

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

## **6. Shareholding in the SPV**

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

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

- 6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.
- 6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.
- 6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. .... dated .....

## **7. Representation of the Parties**

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMP, Kolkata;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and SMP, Kolkata to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) Require any consent or approval not already obtained;
  - (ii) Violate any Applicable Law presently in effect and having applicability to it;
  - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect



on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## **8. Termination**

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

## **9. Miscellaneous**

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

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the SMP, Kolkata.

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
THIRD PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
SECOND PART by

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of  
FOURTH PART by

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

**Notes:**

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

**Covering Letter**

**Dated:**

To,  
Chief Hydraulic Engineer, HSD  
SYAMA PRASAD MOOKERJEE PORT, KOLKATA,

Dear Sir,

1. I/we, \_\_\_\_\_ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for ..... at Haldia Dock Complex, SYAMA PRASAD MOOKERJEE PORT, KOLKATA.
2. All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to SYAMA PRASAD MOOKERJEE PORT, KOLKATA (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we acknowledge the right of SMP, Kolkata to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/we also certify the following
  - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
  - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor

have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. I/we understand that 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.

8. \_\_\_\_\_( Name of Tenderer) hereby undertakes that I/we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.

Thanking you,

Yours faithfully,

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

**Name: .....**

**Designation: .....**

**Date : .....**

**Seal**

## Appendix - 9

<b>Assignment Name:</b>		<b>Country:</b>
<b>Location within Country:</b>		<b>Name of Key Professional</b>
<b>Description of Client:</b>		<b>No. of Staff:</b>
<b>Address:</b>		<b>No. of Staff Months:</b>
<b>Start Date (Month / Year)</b>	<b>Completion Date (Month / Year)</b>	<b>Approx. Value of Services:</b>
<b>Name of JV/Association Firm(s) if any:</b>		<b>No. of Months of Professional Staff provided by Associated Firm(s) NA</b>
<b>Status of your Company in the Assignment i.e., Sole/Lead Member/Other Member/Associate S</b>		
<b>Narrative Description of Project:</b>		
<b>Description of Actual Services Provided by your Company:</b>		