



**श्यामा प्रसाद मुखर्जी पोर्ट प्राधिकरण**  
**SYAMA PRASAD MOOKERJEE PORT AUTHORITY**  
**(Formerly Kolkata Port Trust)**

**(भारत सरकार के बंदरगाह, जहाजरानी और जलमार्ग मंत्रालय के तहत एक स्वायत्त निकाय)**

**(AN AUTONOMOUS BODY UNDER THE MINISTRY OF PORTS, SHIPPING  
AND WATERWAYS, GOVERNMENT OF INDIA)**

**कोलकाता डॉक सिस्टम**  
**KOLKATA DOCK SYSTEM**

**सिविल इंजीनियरिंग विभाग**

**निविदा आमंत्रित करता है**

**CIVIL ENGINEERING DEPARTMENT INVITE E-TENDER**

**[निविदा संख्या /Tender No. SMPA/KDS/CIV/T/3018/91 dated 15.01.2026]**  
**E-Tender for**

“डिज़ाइन, निर्माण, वित्त, संचालन और हस्तांतरण के आधार पर पी.पी.पी. मोड के माध्यम से के.डी.एस., श्याम प्रसाद मुखर्जी पोर्ट, कोलकाता में बर्थ संख्या 8 एन.एस.डी. का पुनर्निर्माण और बर्थ संख्या 7 और 8 एन.एस.डी. का मशीनरीकरण” का परियोजना के लिए इंडेपेंडेंट इंजीनियर (आई.ई.) की नियुक्ति ।

**APPOINTMENT OF INDEPENDENT ENGINEER (IE) FOR THE PROJECT  
“Re-Construction of Berth No. 8 and Mechanization of Berth Nos. 7 and 8 at NSD  
of KDS, Syama Prasad Mookerjee Port, Kolkata on Design, Build, Finance,  
Operate and Transfer (DBFOT) basis through PPP mode”**

**Request for Proposal (RFP) for selection of Independent Engineer**

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## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

## I. SCHEDULE OF TENDER (SOT)

Limited Tender under two stages two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency (**firms empaneled by IPA**) with required experience as per Prequalification criteria stipulated in Tender Document for Appointment of Independent Engineer (IE) For the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis Under PPP” as per Bill Of Quantities to NSD of KDS, SMPK.

For details of tender and any corrigendum / addendum, please visit

<https://eprocure.gov.in/eprocure/app> of **Central Public Procurement Portal, Government of India** (for view and bidding purpose).

Or  
<https://smporkolkata.shipping.gov.in> of **Syama Prasad Mookerjee Port, Authority (Formerly Kolkata Port Trust)** {only for view purpose}.

However, Bidder shall have to participate in bidding process through <https://eprocure.gov.in/eprocure/app> only.

a. Tender No. / E-Tender No.	SMPA/KDS/CIV/T/3018/91 dated 15.01.2026
b. Mode of Tender	E-tendering System
c. Date of NIT	<b>15.01.2026</b>
d. Last date of receiving queries/clarifications	<b>27.01.2026 upto 18:30 Hrs IST</b>
e. Date of pre-proposal Conference	<b>02.02.2026</b>
f. Authority response to queries	<b>10.02.2026 upto 18:30 Hrs IST</b>
g. Proposal due date	<b>16.02.2026, 15:00 hrs</b>
h. Opening of technical bid	<b>17.02.2026 at 16:00 Hrs IST (Refer Clause 3.1.1 for timing)</b>
i) Bid Document fee	The intending bidders should submit Bid Document Fee of <b>Rs. 2,950.00 /- (Rupees Two Thousand Nine Hundred and Fifty Only) [Non-Refundable]</b>  <b>Mode of Payment:</b> DD/Banker’s Cheque to be issued in favour of Syama Prasad Mookerjee Port Authority, Kolkata, KDS on any Scheduled/Nationalized Bank payable at Kolkata
ii) Earnest Money Deposit	The intending bidders should submit Bid Security of <b>Rs. 13,97,680.00 /- (Rupees Thirteen Lakh Ninety Seven Thousand Six Hundred and Eighty only).</b>  <b>Mode of Payment:</b> DD/Banker Cheque to be issued in favour of Syama Prasad Mookerjee Port Authority, Kolkata, KDS on any Scheduled/Nationalized Bank payable at Kolkata.  <p style="text-align: center;">Or</p> The Earnest Money should be paid through RTGS / NEFT directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata  Name of Bank & Branch: Bank Name: Indian Overseas Bank, Bank Branch: Strand Road Branch Branch Account No: 067502000000491 IFSC Code: IOBA0000675

	Concerned bidder should ensure that the remitting Bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of EMD remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder. i) Name of remitting vendor / contractor: ii) Tender No: iii) Amount remitted: iv) Date of remittance
	Original / Demand Draft / Banker's Cheque / against Earnest money and cost of tender document are to be physically deposited at the office of Tendering Authority [The Chief Engineer, Syama Prasad Mookerjee Port, Kolkata, #6, Fairley Warehouse, BBD Bag, Strand Road, Kolkata-700001], separately in a single sealed envelope, mentioning Tender no. with proper marking before opening of the Technical Bid, as specified in the Bidding Document.
j. Last date of submission of EMD & Bid Document fee.	<b>16/02/2026, 15:00 hrs</b>
k. Date of starting of online e-tender for submission of Techno-Commercial Bid & Price Bid.	<b>17/02/2026</b>

**The Chief Engineer,  
Syama Prasad Mookerjee Port Authority**

## II. SHORT TENDER NOTICE

Limited Tender under [two stages two-part system](#) (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited as per Prequalification criteria stipulated in Tender Document for the following work at NSD, Syama Prasad Mookerjee Port Authority.

<b>Name of work</b>	:	“Appointment of Independent Engineer (IE) For the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis Under PPP.”
<b>Tender No./ E-Tender No</b>	:	SMPA/KDS/CIV/T/3018/91 dated 15.01.2026
<b>Date of pre-proposal Conference</b>	:	02/02/2026
<b>Last date of submission of e - tender</b>	:	16.02.2026

Details of the Tender & Tender Documents are available in SMPK Port website (<https://smporkolkata.shipping.gov.in>) & CPP Portal (<https://eprocure.gov.in/eprocure/app>). However, bidders have to participate in bidding process through the website <https://eprocure.gov.in/eprocure/app> only.

Interested bidders may contact at :

Email Id [k.mahato@smporkolkata.shipping.gov.in](mailto:k.mahato@smporkolkata.shipping.gov.in) and [a.bagchi@smporkolkata.shipping.gov.in](mailto:a.bagchi@smporkolkata.shipping.gov.in).

**The Chief Engineer,  
Syama Prasad Mookerjee Port Authority**

**III. NOTICE INVITING TENDER**  
**SYAMA PRASAD MOOKERJEE PORT, AUTHORITY**

**[Tender No. SMPA/KDS/CIV/T/3018/91 dated 15.01.2026 ]**

**INDEPENDENT ENGINEER (IE) FOR THE PROJECT “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 at NSD of KDS, SMPK on DBFOT Basis through PPP mode”.**

- 1.1 Limited Tender under **two stages two part system** (Part I: Techno-Commercial Bid and Part II: Price Bid) are invited from reliable, bonafide & experienced agency (**firms empaneled by IPA**) with required experience as per Prequalification criteria stipulated in Tender Document for Appointment of Independent Engineer (IE) for the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK on DBFOT Basis through PPP” as per Bill Of Quantities to KDS, SMPK. The estimated cost of the Project being taken up by the Concessionaire is **Rs. 698.84 Crores.**
  - 1.2 The tender document through e-procurement mode can be downloaded from SMPK’s official website and through e-procurement portal link from the date indicated in SOT.
  - 1.3 The complete tender document can be downloaded from SMPK website: <https://smpportkolkata.shipping.gov.in> and <https://eprocure.gov.in/eprocure/app> and to submit offer through <https://eprocure.gov.in/eprocure/app> portal on or before the due date and time of submission.
  - 1.4 The EMD of **Rs. 13,97,680.00** /- (**Rupees Thirteen Lakh Ninety Seven Thousand Six Hundred and Eighty only**) shall be paid as described in the Tender Document.
  - 1.5 The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer;
  - 1.6 The prospective Tenderer shall submit queries during **pre proposal conference (Pre-bid meeting)** if any to the below mentioned address, in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal and notification in this regard will be issued through <https://eprocure.gov.in/eprocure/app>.
- Address: The Chief Engineer,  
2<sup>nd</sup> Floor, 6 Fairlie Warehouse,  
Strand Road , Kolkata-700001  
Email id: k.mahato@smpportkolkata.shipping.gov.in
- 1.7 The due date of online submission of offers will be as indicated in the Schedule of Tender (SOT), unless otherwise notified. In the event of changes in the schedules, the KDS, SMPK notifies the same only through e- procurement portal link.
  - 1.8 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**The Chief Engineer,**  
**Syama Prasad Mookerjee Port Authority**

## IV. INSTRUCTIONS FOR ONLINE BID SUBMISSION

### 4.1 Introduction:

**4.1.1 Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, and Java 8 Update 151 or 161.**

**4.1.2 Further, bidders are requested to go through the following information and instructions available on the CPP Portal <https://eprocure.gov.in/eprocure/app> before responding to this e-tender:**

- Bidders Manual Kit
- Help for Contractors
- FAQ

#### **Contact person (KDS):**

- (i) Shri A.Bagchi  
Designation: Superintending Engineer,  
Mobile No. + 91 9674720079  
Landline: + 91-33 7101 2457  
e-mail : a.bagchi@smportkolkata.shipping.gov.in
- (ii) Shri S. Asrar  
Designation: Executive Engineer,  
Mobile No. + 91 9088591083  
Landline: + 91-33 7101 2392  
e-mail : saquib.asrar@smportkolkata.shipping.gov.in

#### **Contact persons (CPP Portal):**

E-mail: [webhelpdesk@gmail.com](mailto:webhelpdesk@gmail.com) /

- (i) **Refer to the CPP Portal for contact details.**

- 4.2 4.2.1** All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 4.2.2** E-tender cannot be accessed after the due date and time mentioned in NIT.
- 4.2.3** SMPK reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- 4.2.4** Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 4.2.5** No deviation to the technical and commercial terms & conditions are allowed.
- 4.2.6** The bidders must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
- 4.2.7** The bid will be evaluated based on the filled-in technical & commercial formats.
- 4.2.8** Bidder has fully read and understood the entire Tender Document, GCC, Corrigendum and Addenda, if any downloaded from under the instant e-tender and no other source, and will comply to the said document, GCC, Corrigendum and Addenda".  
A declaration in this regard is to be made by the bidder.
- 4.2.9** (A) Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.

## **V. DETAILS OF ATTACHMENT FOR THE TECHNICAL BID AS WELL AS THE FINANCIAL BID AND RESPONSIVENESS OF THE BID**

### **A. COVER – I DETAILS: TECHNICAL BID**

This shall contain the following:

#### **Appendix – 1**

- i) Bid submission Letter (On the letter head of the bidding firm)(Form-1)
- ii) Particulars of the Applicant (Form – 2)
- iii) Statement of Legal Capacity (Form – 3)
- iv) Power of Attorney (Form-4)
- v) Financial Capacity of Applicant (Form – 5)
- vi) Abstract of Eligible Assignments of Applicant (Form – 6)
- vii) Eligible Assignments of the Applicant (Form – 6 a)
- viii) Particulars of Key Personnel (Form – 7)
- ix) Abstract of Eligible Assignments of Key Personnel (Form – 7a)
- x) Eligible Assignments of Key Personnel (Form – 7 b)
- xi) CV of Key Personnel (Form – 7 c)
- xii) Proposed Methodology and Work Plan (Form – 8)
- xiii) Deployment of Personnel (Form – 9)
- xiv) Proposal for Sub-Consultant(s) (Form -10)
- xv) Scanned copy of DD / Banker's Cheque / Pay Order/Online Money receipt towards EMD and Bid document fee shall be uploaded.

The original Demand Draft / Banker's Cheque/ Pay Order/ Online Money receipt towards EMD and Bid document fee must reach Syama Prasad Mookerjee Port in corresponding address before opening of Technical Bid as per the date and time given in this tender.

### **B. COVER – II DETAILS: FINANCIAL BID – Price Schedule**

Price should be quoted in a spread sheet file (.xls format) **available in e- procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.**

For evaluation purpose the uploaded offer documents only will be treated as authentic and final. No hard copy of the financial bid shall be submitted. The financial bid as in Appendix-II submitted through e-procurement mode only will be taken up for the purpose for evaluation. Bidder should not submit their own excel sheet or any other format which will not be accepted by KDS for evaluation.

### **C. DETERMINATION OF RESPONSIVENESS OF BIDS:**

1. A proposal shall be considered responsive if
  - a) Online copy of the proposal is received before the proposed Due Date and Time as in Online Bid Reference.
  - b) It is Digitally Signed.
  - c) It contains the information and documents as required in the Tender Document.
  - d) Contains EMD for the tender.

- e) It contains information in formats specified in the Tender Document.
- f) It mentions the validity period as set out in the document.
- g) It provides the information in reasonable detail. The Port reserves the right to determine whether the information has been provided in reasonable detail.
- h) There are no significant inconsistencies between the proposal and the supporting documents.
- i) The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
- j) A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- k) The Port reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port in respect of such Tenders.
- l) The KDS would have the right to review the Technical Qualification and seek clarifications wherever necessary.

#### **D Deadline for Submission of Bids**

- a) Bids must be uploaded in the website <https://eprocure.gov.in/eprocure/app> not later than the time and date indicated in the Online Bid Reference.
- b) The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with clause 2.11, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- c) The bid document being downloaded from web site and uploaded through e-Tender website <https://eprocure.gov.in/eprocure/app> the bidder shall give an undertaking that no change have been made in document.
- d) Apart from the e-tender, additionally one copy of the completed tender shall be submitted in a separate sealed envelope superscripting as “Technical bid” for Appointment of Independent Engineer (IE) For the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK on DBFOT Basis through PPP”. The bidders required to send the hard copies of all required documents within 05 days of the date of opening of the Tender.
- e) For technical and financial bid evaluation purpose e-tender only will be considered.

#### **E Modification and Withdrawal of Bids**

- a. The bidders may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline.
- b. No bid shall be modified after the deadline for submission of bids.

**F Since the tender involves selection based on pre-qualification criteria and minimum score in each of the parameters, the Chief Engineer or his authorized officials of KDS shall examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.**

- a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
- b. The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online soft copy, prior to closing time and date of the tenders will be taken as valid.

**The Chief Engineer,  
Syama Prasad Mookerjee Port Authority**

# Section 1

## INTRODUCTION

### 1.1. Background

1.1.1 The Port of Kolkata, the first Major Port in India, is a riverine port. It serves a vast hinterland comprising the States of West Bengal, Bihar, Uttar Pradesh, Madhya Pradesh, Punjab, Haryana, Rajasthan, Assam, other North Eastern States and the two neighboring landlocked countries viz. Nepal and Bhutan. The Port has two Docks viz. Kidderpore Dock (KPD) and Netaji Subhas Dock (NSD). Kidderpore Dock (KPD) is the older one with 19 Multi-purpose berths and 1 berth for passenger-cum-cargo vessels, 6 Buoys / Moorings and 3 Dry Docks while Netaji Subhas Dock (NSD) is a relatively new one with 1 heavy lift berth, 10 berths including 4 dedicated Container Berths, 1 Liquid Cargo Berth, 4 multi-purpose berths, 2 Buoys / Moorings and 2 Dry Docks. Both the docks of Syama Prasad Mookerjee Port, **Authority** (formally known as Kolkata Port Trust) (KoPT) (“the Authority”) operate under lock gate system. The Kolkata Dock System (KDS) is situated at Latitude 22° 32’ N, Longitude: 88° 18’ E in the city of Kolkata. The primary cargo commodity handled by KDS is containers. At KDS, presently NSD berths 3, 4, 5, 7 and 8 handle containers. The traffic demand with respect to container cargo is following an encouraging trend and would require further mechanization and associated facilities to increase container handling capacity drastically. Considering this, KDS has envisaged to carry out Strengthening and Mechanization of NSD berth 7 and 8 (the “Project”) through PPP mode on Design, Build, Finance, Operate and Transfer basis for a period of 30 years.

### 1.2. Proposed Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 :

The Authority proposes the re-construction of Berth No. 8 and mechanization of Berth Nos. 7 and 8 at NSD, KDS under the DBFOT model. The Project involves deploying RMQCs, RTGs, Reach Stackers, and Tractor Trailers to establish a fully mechanized system for container handling. It also includes integration with a rapid rail evacuation system along with associated civil, electrical, and support infrastructure to enhance operational efficiency and throughput capacity. (herein to referred to as “Project”).

The Independent Engineer will be appointed for a period commencing from the date of award of the concession and up to the date of expiry of 6 months from the date of commercial operations. The Consultant shall deploy its Key Personnel as per the Deployment schedule proposed. The Independent Engineer shall assist the Port for completion of to Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 as set forth in the SECTION 7 of this agreement.

The above to Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 is proposed or being developed by the NSD, KDS, Syama Prasad Mookerjee Port, Kolkata (SMPK) has signed the Concession Agreement with M/s JSW Kolkata Container Terminal Pvt. Ltd, the Concessionaire for the

proposed Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 .

- 1.2.1 In connection with implementation of the project, the Authority has decided to invite bids from the list of engineering consultancy firms empaneled by Indian Port Association (IPA) as per Annex-3 to be engaged as Independent Engineer for providing the services specified in this RFP document considering the detailed provisions of the Concession Agreement between the Authority & the Concessionaire.
- 1.2.2 The firms shortlisted by IPA vide document Panel for empanelment of consultants in Major Ports 2017 under Class A of General Civil, Mechanical and Electrical Works are eligible for submitting their bids.
- 1.2.3 The Independent Engineer shall provide the services in accordance with the Terms of Reference specified in Section 7 of this RFP

#### **1.2.4 Scope of Concessionaire**

The Concessionaire is required to take up the project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK on DBFOT Basis through PPP basis for a concession period of 30 years” with all related facilities for starting commercial operation. In addition, the Concessionaire shall ensure compliance to Quality, Environmental, Occupational Health, Safety and ISPS Codes. Operation and maintenance of the facilities proposed throughout the concession period including attending to repairs and replacements of the infrastructure/facilities as may be needed during the concession period and handing over of the entire infrastructure facilities and equipment to the Concessions authority in satisfactory working condition at the time of handing over of the project at the end of the concession period or earlier, if so occasioned.

#### **1.2.5 Excerpts from the CA:**

The Excerpts from the Concessions Authority regarding project site and project requirements, forming part of the Concession Agreement as entered with the concessionaire are enclosed as Annexure I & II to Section 7.

### **1.2 Request for Proposal**

The Authority invites Proposals (the “Proposals”) for selection of an Independent Engineer (the “Consultant”) who shall provide Engineering Consultancy Services towards the implementation of the PPP Project. The Consultant shall review designs & drawings, construction methodology and monthly progress reports furnished by Concessionaire and undertake other activities in conformity with the TOR (collectively the “Consultancy”). The Authority intends to select the Consultant through a competitive bidding in accordance with the procedure set out herein.

### **1.3 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by visiting the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in the Online Bid Reference.

#### 1.4 Sale of RFP Document

The document can be downloaded from the SMPK website (<https://smpportkolkata.shipping.gov.in>) & CPP Portal (<https://eprocure.gov.in/eprocure/app>). However, bidders have to participate in bidding process through the website <https://eprocure.gov.in/eprocure/app> only.

#### 1.5 Validity of the bid

The Proposal shall be valid for a period of not less than **120 days from the Proposal Due Date**.

#### 1.6 Brief description of the Selection Process

The Authority has adopted a **two-stage selection process (collectively the “Selection Process”)** in evaluating the Proposals comprising technical and financial bids to be submitted as indicated in Notice Inviting online Tender. In the first stage, a technical evaluation will be carried out as specified in **Clause 3.1**. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in **Clause 3.2**. In the second stage, a financial evaluation will be carried out as per **Clause 3.3**.

#### 1.7 Currency Conversion rate and Payment

**1.7.1** For the purposes of technical evaluation of Applicants for conversion of US Dollars to Rupees, the ratio of Rs 2 Cr to US\$ 1 million may be maintained in clause 3.1.3 and 3.1.4. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

**1.7.2** All payments to the Independent Engineer shall be made in INR in accordance with the provisions of this RFP. The Independent Engineer may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Independent Engineer.

#### 1.8 Schedule of Selection Process

	Event Description	Date
1.	Last date for receiving queries/clarifications	27.01.2026
2.	Pre-Proposal Conference	02.02.2026
3.	Authority response to queries	10.02.2026
4.	Proposal Due Date or PDD	16.02.2026 upto 15:00 Hrs
5.	Opening of Proposals	17.02.2026 at 16:00 Hrs
6.	Letter of Award (LOA)	Within 15 days of PDD
7.	Signing of Agreement	Within 10 days of LOA
8.	Validity of Applications	120 days of Proposal Due Date

#### 1.9 Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to Proposal Due Date.

For this purpose, they will provide at least two days' notice to the nodal officer indicated below:

ATTN. OF: SRI. A.BAGCHI

DESIGNATION: SUPERINTENDING ENGINEER(CONTRACT CELL)

ADDRESS: 6,FAIRLIE STRAND ROAD, KOLKATA-700 001.

E-MAIL ADDRESS: [k.mahato@smporkolkata.shipping.gov.in](mailto:k.mahato@smporkolkata.shipping.gov.in) / [a.bagchi@smporkolkata.shipping.gov.in](mailto:a.bagchi@smporkolkata.shipping.gov.in)

Phone No:033-7101 2457

### **1.10 Pre-Proposal Conference**

The date, time and venue of Pre-Proposal Conference shall be notified later through corrigendum.

**Date:** 02.02.2026

**Time:** 11:30 hrs

**Venue: Board Room, SMPA Head Office,**

**15 Strand Road, Kolkata - 700001**

Bidders may also attend the same through video conference. The links will be shared on or before 10:30 hours of 29.01.2026. However, bidders interested to attend the pre-proposal conference through VC will have to submit request to the Chief Engineer, SMPA before 1530 hours of 27.01.2026 with a copy to Superintending Engineer (Contract Cell) & Superintending Engineer (PPP Cell).

### **1.11 Communications**

All communications including the submission of Proposal should be addressed to:

The Chief Engineer,

Syama Prasad Mookerjee Port Authority

## Section -2

### INSTRUCTIONS TO APPLICANTS

#### A. GENERAL

##### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The applicants are allowed to participate in the RFP as firms enlisted by Indian Ports Association for “Empanelment of Consultant 2017” only.

2.1.2 Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the forms at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an Agreement with the Authority in the form specified at Schedule-1.

##### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Team Leader/ Project Manager	He will lead, co-ordinate, and supervise the multidisciplinary team for providing services according to the TOR. 30 numbers of visits to the project site/facilities covering the entire contract period. One visit per month without any extra cost to Authority
Sr. Civil Engineer	He will be responsible for Civil / Marine works related the Project. <b>He will be stationed at site.</b>
Sr. Engineer Mechanical	He will be responsible for Mechanical works of the Project. <b>He will be stationed at site.</b>
Sr. Electrical / Instrumentation Engineer	He will be responsible for electrical and instrumentation part of the Project. <b>He will be stationed at site.</b>
Environmental Health & Safety Engineer	He will be responsible for the Environmental, Health & Safety issues related to the Project. <b>He will be stationed at site</b>
Finance-Cum-Legal Expert	He will be responsible for all financial /legal matters of the project, including cost verification, contract vetting, compliance with applicable laws, and site visits as per requirement during the contract period without any extra cost to the Authority.

## 2.2 Conditions of Eligibility of Applicants

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

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

(A) Technical Capacity: The Applicant shall have, over the past 7 (seven) years ending 31-03-2025 (2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-2024 and 2024-2025) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) **3 (Three) Eligible Assignments** as specified in [Clause 3.1.4](#).

However, the certificate from statutory auditor shall be provided certifying the above.

(B) Financial Capacity: The Applicant shall have received an income of **Rs. 13,97,68,000 (Rupees Thirteen Crore Ninety Seven Lakhs and Sixty Eight Thousand only)** per annum from professional fees during each of the last 3 (three) financial years (2022-23, 2023-24, 2024-25,). For the avoidance of doubt, Professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients excluding GST.

(C) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub- clause (D) below.

(D) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible assignments
1. Team Leader / Project Manager	B.E. (Civil)/B.E. (Mech)/B.E. (Elec) or equivalent with experience in Structural Engineering/Bulk material handling project.	Minimum 10 years	He should have completed Three (3) “Eligible Assignment” as per Clause 3.1.4.
2. Sr. Civil Engineer	B.E (Civil) or equivalent	Minimum 7 years	He should have completed Two (2) “Eligible Assignment” as per Clause 3.1.4.
3. Sr. Engineer (Mechanical)	B.E (Mechanical) or equivalent	Minimum 7 years	He should have completed Two (2) “Eligible Assignment” as per Clause 3.1.4.

4. Sr. Electrical Instrumentation Engineer	B.E (Electrical / Instrumentation) or equivalent	Minimum 7 years	He should have completed Two (2) “Eligible Assignment” as per Clause3.1.4.
5. Environmental Health & Safety Engineer	B.E. or equivalent Degree in Environmental Engineering or Degree in Environmental Science.	Minimum 7 years	He should have completed Two (2) “Eligible Assignment” as per Clause3.1.4.
6. Finance Expert	CA or ICWA or CFA or MBA (Finance) or PGDM(Finance) or any equivalent degree.	Minimum 7 years	He should have completed Two (2) “Eligible Assignment” as per Clause3.1.4.
7. Legal Expert	LLB or any equivalent degree in law.	Minimum 7 years	He should have completed Two (2) “Eligible Assignment” as per Clause3.1.4.

- 2.2.3 The Applicant shall enclose with its Technical Proposal, certificate(s) from its Statutory Auditors (No separate annual financial statements should be submitted) stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Technical Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.3 Conflict of Interest
- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that

may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Applicant, its consortium member (the “Member”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (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 or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five 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, 2013 For the purposes of this Clause 2.3.3(a), 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 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) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or

having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- g) A firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (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 or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above for purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). 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 or by contract.
- i) An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

## 2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

## 2.5 Cost of Proposal

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

## 2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate and access to the site availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

Visits shall be organized for the benefit of prospective Applicants on date, time and venue as specified in the Notice Inviting online Tender.

## 2.7 Acknowledgement by Applicant

### 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in [Clause 2.6](#) above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

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

## 2.8 Right to reject any or all Proposals

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

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification/ rejection occurs after the Proposals have been opened and the Applicant which has submitted a lowest bid (as per clause 3.3.3) gets disqualified/ rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## B. DOCUMENTS

### 2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

Section 1 :Introduction
Section 2 : Instructions to Applicants
Section 3 :Criteria for Evaluation
Section 4 :Fraud and corrupt practices
Section 5 :Pre-Proposal Conference
Section 6 :Miscellaneous
Section 7 :Terms of Reference for Independent Engineer
Section 8 : E-Payment
Section 9 : Site information and Project information
Section 10: Port assets and Drawings. Section 10: Port Assets and Drawings.

Schedules

- 1 . Form of Agreement
- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Estimate of Personnel Costs (deleted)

- Annex-4: Approved Sub-Consultant(s)
- Annex-5: Cost of Services
- Annex-6: Payment Schedule
- Annex-7: Bank Guarantee for Performance Security

## 2. Guidance Note on Conflict of Interest

### Appendices:

#### Appendix-I: Technical Proposal

- Form 1: Bid Submission Letter
- Form 2: Particulars of the Applicant
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Applicant
- Form 6: Abstract of Eligible Assignments of Applicant
- Form 6a: Eligible Assignments of Applicant
- Form 7: Particulars of Key Personnel
- Form 7a: Abstract of Eligible Assignments of Key Personnel
- Form 7b: Eligible Assignments of Key Personnel
- Form 7c: CV of Key Personnel
- Form 8: Proposed Methodology and Work Plan
- Form 9: Deployment of Personnel
- Form 10: Proposal for Sub-Consultant(s)
- Form 11: Integrity Pact

#### Appendix-II: Financial Proposal

- Form 1: Covering Letter
- Form 2: Financial Proposal

## 2.10 Clarifications

2.10.1 The prospective Tenderer may submit queries in email mentioned above in the RFP if any addressed to the Chief Engineer in connection with this tender on or before the date mentioned in the Online Bid Reference, so that the queries can be clarified.

The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will post the reply to all such queries on the Official Website. The bidders queries will be clarified through SMPK website (<https://smporkolkata.shipping.gov.in>) & CPP Portal (<https://eprocure.gov.in/eprocure/app>) and notification in this regard will be issued through <https://smporkolkata.shipping.gov.in> and CPP portal link.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## 2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Technical Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.
- 2.11.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## C. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.12 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### 2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 Apart from the e – tender, additionally one copy of the completed tender shall be submitted in a separate sealed envelope superscripting as “Technical bid” for Appointment of Independent Engineer (IE) For the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis Through PPP”.

The bidders required to send the hard copies of all required documents within 05 days of the date of opening of the RFP.

For technical and financial evaluation purpose e-tender only will be considered.

- 2.13.3 The Proposal copy shall be signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorised Representative”) as detailed below.
- a) by the proprietor, in case of a proprietary firm; or
  - b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
  - d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Online Bid Reference, for submission of Technical Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

#### 2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- d) CVs of all Professional Personnel have been included;
- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- h) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Professional Personnel proposed have good working knowledge of English language;
- j) Key Personnel would be available for the period indicated in the TOR;
- k) No Key Personnel should have attained the age of 65 (Sixty-Five) years at the time of submitting the proposal; and
- l) The proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Technical Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after

signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal **shall not include any financial information** relating to the Financial Proposal. The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in **Clause 2.2.2 (D)** shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at **Form-7c of Appendix-I**.

2.14.6 An Applicant may, if it considers necessary, propose suitable Sub- Consultants in specific areas of expertise. Credentials of such firms should be submitted in **Form-10 of Appendix-I**. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.7 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

2.14.8 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14.10. The documents listed in **Appendix - I** shall be filled in without exception and uploaded through e-procurement on website <https://eprocure.gov.in/eprocure/app>

## 2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the format at **Appendix-II** (the “Financial Proposal”)

clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

**2.15.2** While submitting the Financial Proposal, the Applicant shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes (excluding GST) shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.
- iv. For the purpose of payment of GST, Registration certificate shall be enclosed.

**2.16** Submission of Proposal

**2.16.1** In case the Technical Proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

**2.16.2** The Proposal has to be submitted as per the online tender procedure indicated in Notice Inviting Online Tender and Instructions for Online Bid submission, details of technical bid, details of financial bid, determination of responsiveness of bids.

**2.16.3** The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents which include copy of contracts.

**2.17** Proposal Due Date

**2.17.1** The Proposal should be submitted before 1500 hrs on the Proposal Due Date for online submission as in Online Bid Reference in the manner and form as specified in Notice Inviting Online Tender.

**2.17.2** The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## 2.18 Late Technical Proposals

Technical Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.19 Modification/ substitution/ withdrawal of Technical Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Technical Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Technical Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration / modification in the Technical Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## 2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Technical Proposal, a bid security of **Rs. 13,97,680.00 /-** (**Rupees Thirteen Lakh Ninety Seven Thousand Six Hundred and Eighty only**) in the form of a Demand Draft/Pay Order/Banker’s cheque issued by one of the Nationalized/ Scheduled Banks in India in favour of Syama Prasad Mookerjee Port, Kolkata payable at Kolkata (the “Bid Security”), returnable not later than 90 (Ninety) days from PDD or date on which LOA is issued, whichever is earlier, except in case of the two Applicants who are ranked one & two as required in Clause 2.24.1.

In the event that the Applicant who secured first highest combined score commences the assignment as required in Clause 2.29, the Bid Security of the Applicant who secured second highest combined score and kept in reserve, shall be returned forthwith, but in no case not later than 90 (Ninety) days from Proposal Due Date (PDD). The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

Bid Security of unsuccessful applicants other than those ranked as first and second will be refunded / returned immediately after ranking of price bids. Bid Security of the applicant who has been ranked as two, will be refunded immediately after entering into agreement with KDS and acceptance of Performance Guarantee of the selected applicant.

2.20.1 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as nonresponsive.

- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.3 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a. If an Applicant submits a non-responsive Proposal;
  - b. If an Applicant engages in any of the Prohibited Practices specified in [Section 4 of this RFP](#);
  - c. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
  - d. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide [Clause 2.24.1](#);
  - e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in [Clauses 2.28 and 2.29](#) respectively; or
  - f. If the Applicant is found to have a Conflict of Interest as specified in [Clause 2.3](#).

#### **D. EVALUATION PROCESS**

##### 2.21 Evaluation of Technical Proposals

- 2.21.1 The Authority shall first open the Technical Proposals in e-Procurement Mode on the date, time and venue indicated in the online bid reference, in the presence of the Applicants who choose to attend.
- 2.21.2** Technical Proposals for which a notice of withdrawal has been submitted in accordance with [Clause 2.19](#) shall not be opened.
- 2.21.3 Prior to evaluation of Technical Proposals, the Authority will determine whether each Technical Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Technical Proposal that is not responsive hereunder. A Technical Proposal shall be considered responsive only if
- a. the Technical Proposal is received in the form specified at [Appendix-I](#);
  - b. Online copy of the proposal are received on or before the Proposal Due Date including any extension thereof pursuant to [Clause 2.17](#);
  - c. it is accompanied by the Bid Security as specified in [Clause 2.20.1](#);
  - d. it is accompanied by the Power of Attorney as specified in [Clause 2.2.4](#);
  - e. it contains all the information (complete in all respects) as requested in the RFP;

- f. It does not contain any conditions or qualification; and
- g. it is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Technical Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Technical Proposals.

2.21.5 The Authority shall subsequently examine and evaluate the Technical Proposals in accordance with the Selection Process set out in **Section -3 of this RFP**.

2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of **Clause 3.2 for opening of their Financial Proposals**

A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. The opening of online Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The evaluation of Financial Proposals shall be carried out in terms of **Clauses 3.3**.

2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## 2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence.

The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## 2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified

by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.23.2 If an Applicant does not provide clarifications sought under **Clause 2.23.1** above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### 2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally be not for reducing the price of the Financial Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. The issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under **Clause 3.1.2** shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the Applicant who has secured second highest combined score as the Selected Applicant and invite it for negotiations.
- 2.24.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

### 2.25 Substitution of Key Personnel

- 2.25.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel specified in the **clause 3.1.2**. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement, a person of equivalent or better qualifications with the approval of the employer
- 2.25.2 As a condition to first substitution, the original Key Personnel will be allowed to be substituted by KDS with proper reason and equivalent or better qualification. In the case of a second substitution and further hereunder, **such deduction shall be a sum equivalent to 10% (ten percent) of the remuneration** specified for each substitution of the original Key Personnel.

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

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement

## 2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## 2.27 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the Applicant who scores next to the highest (**as per clause 3.3.3**) may be considered.

## 2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period specified in LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## 2.29 Commencement of assignment

The Consultant shall commence the services at the Project site **within 7 (seven) days** of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in **Clause 2.28** or commence the assignment as specified herein, the Authority may invite the Applicant who secured second highest combined score for negotiations. In such an event, the Bid Security of the selected Applicant who secured highest combined score shall be forfeited and appropriated in accordance with the provisions of **Clause 2.20.4**.

## 2.30 Proprietary data

Subject to the provisions of **Clause 2.22**, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## Section - 3 CRITERIA FOR EVALUATION

### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants who's Technical Proposals score 60 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

3.1.2 Each Key Personnel specified in **clause 3.1.3** must score a minimum of 60% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% marks or any two of the remaining Key Personnel score less than 60% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% or above.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	25	While awarding marks for relevant experience of the applicant, no score will be awarded to an Applicant for fulfilling the minimum eligibility criteria prescribed in clause 2.2.2 (A) and only projects exceeding the eligibility criteria will be considered for the following scoring: a) 25% marks shall be awarded for each additional Eligible Assignment with a value of <b>minimum Rs.279.53 Crores and upto Rs.349.42 Crores</b> for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India. b) 50% marks shall be awarded for each additional Eligible Assignment with a value of <b>not less than Rs.349.42 Crores and up to Rs.524.13 Crores</b> for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India. c) 100% marks shall be awarded for each additional Eligible Assignment with a value of <b>more than Rs.524.13 Crores</b> for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.
2.	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions

3.	Relevant Experience of the Key Personnel	70	<p>Key Personnel shall fulfil the experience criteria prescribed in clause 2.2.2 (D) for minimum eligibility</p> <p>While awarding marks for relevant experience of the Key Personnel, no score will be awarded to a Key Personnel for fulfilling the minimum eligibility criteria prescribed in clause 2.2.2 (D) and only projects exceeding the eligibility criteria will be considered for the following scoring.</p> <p>a) 25% marks shall be awarded for each additional Eligible Assignment with a value of <b>minimum Rs.279.53 Crores and upto Rs.349.42</b> for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>b) 50% marks shall be awarded for each additional Eligible Assignment with a value of <b>not less than Rs.349.42 Crores and upto Rs.524.13 Crores</b> for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p> <p>c) 100% marks shall be awarded for each additional Eligible Assignment with a value of <b>more than Rs.524.13 Crores</b> for the projects in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the projects undertaken outside India.</p>
3 (a)	Team leader / Project Manager.	25	
3 (b)	Sr.Civil Engineer	10	
3 (c)	Sr. Engineer Mechanical	10	
3 (d)	Sr.Electrical/Instrumentation Engineer	10	
3 (e)	Environmental Health & Safety Engineer	7.5	
3 (e)	Finance cum Legal Expert	7.5	
	Grand Total	100	

Note: While awarding marks for relevant experience of the Applicant / Key Personnel as the case may be, no score will be awarded to an Applicant / Key Personnel for fulfilling the eligibility criteria of a minimum

number of Eligible Assignments prescribed in **clause 2.2.2 (A) & (D)** and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt, it is clarified that if the minimum number of Eligible Assignments for meeting the eligibility criteria is **3 (three)**, then an equivalent number will be ignored for each Applicant and only the balance remaining will be considered for awarding score.

#### 3.1.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report including project monitoring and supervision for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):

Development of Port Infrastructure having an estimated capital cost (excluding land) of at least **Rs.279,53,60,000 (Rupees Two Hundred and Seventy Nine Crore and Fifty Three Lakh and Sixty Thousand only)** in case of each project in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India. For the purpose of this RFP, Port Infrastructure would be deemed to include marine structures, on-shore and offshore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, CFS / ICDs, storage tanks / tank farms, conveyors, pipelines, railways. For avoidance of doubt, the above port infrastructure shall also include the projects executed in sectors other than ports.

Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least **Rs. 69.884 Lakhs (Rupees Sixty Nine Lakhs Eighty-Eight Thousand and Four Hundred only)** for such completed assignment.

Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least **Rs. 1,39,76,800 (Rupees One Crore Thirty Nine Lakhs Seventy Six Thousand and Eight Hundred only)** and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date.

#### 3.2 Short-listing of Applicants

3.2.1 The Applicants ranked as aforesaid shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, prequalify the Applicant(s) whose technical score is less than 70 points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### 3.3 Evaluation of Financial Proposal

3.3.1 For Financial evaluation, the Professional fee indicated in the Financial Proposal excluding GST will be considered.

3.3.2 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The Cost indicated in the Financial Proposal shall be deemed as Final and reflecting the Total Cost of Services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

3.3.3 The bids will be finally ranked according to the combined score of technical and financial Proposals as per the computation below. The bidder whose combined score is the highest subject to the provisions in Clause 3.2 above shall be declared as the successful bidder.

After opening of Financial proposals, the lowest financial proposal (FM) will be given a financial score (FS) of 100 points. The Financial scores of other proposal will be computed as follows:

$$FS = 100 \times FM/F$$

(F = Amount of financial proposal of the other bidder)

3.3.4 Proposals will finally be ranked according to their combined Technical (TS) and Financial

(FS) scores as follows:

$$S = TS \times 0.70 + FS \times 0.30$$

Where 'S' is the combined score and weightages assigned to Technical Proposal and Financial Proposal shall be 0.70 and 0.30 respectively.

The qualified Bidder who secures highest combined score would be declared as the successful Bidder. In the event that two or more bidders secure same combined score, the Bidder who scores the highest technical score will be considered as the successful bidder.

3.3.5 The Bidder with second highest combined score shall be kept in reserve and may be invited in Authority's discretion for negotiation in case, the first ranked applicant withdraws, or fails to comply with the provisions specified in clauses 2.24, 2.28 and 2.29 as the case may be.

## Section – 4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever,

whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## Section – 5

### PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at 15.00 hrs on the date indicated in the Online Bid Reference either at KDS's Administrative Office at 15, Strand Road, Kolkata-700001 or at the office of the Chief Engineer, 2<sup>nd</sup> Floor, 6 Fairlie Warehouse (Strand Road), Kolkata-700001 Applicants who have downloaded the RFP document from the Official Website of the Authority can seek any clarification and participate in the Pre- Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. The Authority's Response to the clarification will be uploaded in the SMPA's website and CPP Portal <https://smportkolkata.shipping.gov.in> / <https://eprocure.gov.in/eprocure/app> including a description of the enquiry but without identifying the source, which will also form a part of the Independent Engineer agreement.

## Section – 6

### MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
  - b. consult with any Applicant in order to receive clarification or further information; retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - c. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.4 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

## Section – 7

### TERMS OF REFERENCE FOR INDEPENDENT ENGINEER

### 7.1. Project Information:

**Chief Engineer (KDS), Syama Prasad Mookerjee Port Authority** has signed the Concession Agreement on 15.09.2025 with **M/s. JSW Kolkata Container Terminal Pvt. Ltd.** (the “Concessionaire”) for **“Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK on DBFOT Basis through PPP )” for the Concession period of 30 years.** The Concessionaire shall take over the demarcated concession premises and construct new structures and associated requirements etc. within 24 months from the date of completion of Condition Precedent. The Concessionaire shall transfer the assets to the Authority after completion of 30 years of the Concession period as per the terms of the Concession Agreement.

The role of the Independent Engineer (IE) shall be effective during the construction phase of the PPP project. The IE shall perform his duties in accordance with the Terms of Reference (TOR) detailed hereunder and in addition shall be bound by the responsibilities detailed in the Concession Agreement of the PPP project. The scope of assignment includes review and approval of DPR, review of the designs as proposed by Concessionaire and ensure adherence to the objectives of the project as agreed between the Concessionaire and Concessions Authority as per the Concession Agreement. The IE may propose changes/improvements to the design. The acceptance of changes proposed is subject to agreement between Concessionaire and Concessions authority without compromising the basic philosophy of the scheme and project schedule. The TOR detailed below is inclusive but not limited.

### 7.2. Objectives of assignment:

The IE is expected to play a positive role and act independently in discharging its functions thereby facilitating the smooth implementation of the project. The aim of this consultancy service is to provide qualitative technical services for implementation and management of the above said project during its construction phase. The objectives of the proposed consultancy services are:

- (i) Independently review, monitor and where required by the Concession Agreement to approve activities associated with the design, construction and operations and maintenance of the Project Facilities and Services to ensure compliance by the Concessionaire with the Project Plan.
- (ii) Visit, inspect, and report to Concessions authority on various aspects of the Project and all such activities as are provided in the Concession Agreement. Without prejudice to this, the scope of services of the Independent Engineer shall be as specified below.
- (iii) The Independent Engineer shall have no authority to relieve the Concessionaire of any of its duties or to impose additional obligations other than those expressly provided in the Concession Agreement.

### 7.3. Role and functions of the Independent Engineer

The Independent Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the Project. The role and functions of the Independent Engineer shall include the following:

## 1. Role and functions of the Independent Engineer

The Independent Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the Project. The role and functions of the Independent Engineer shall include the following:

- (i) review of the Designs and Drawings within 21 (twenty one) days of the submission;
- (ii) review, inspection and monitoring of Construction Works;
- (iii) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate;
- (iv) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (v) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (vi) assisting the Parties in resolution of disputes as regards the Designs & drawings; and undertaking all other duties and functions as envisaged under the Agreement.

## 2. Review of Designs and Drawings

- (i) The Independent Engineer shall undertake a detailed review within 21 (twenty one) days the Designs & Drawings furnished by the Concessionaire along with supporting data, including, if relevant the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments in accordance with the Agreement. In particular, such comments shall specify the conformity or otherwise of such Designs & Drawings with the Scope of Work, Construction Standards and Safety standards.
- (ii) The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments. The Independent Engineer shall take into account comments and suggestions of the Concessions Authority, if any while furnishing the comments.
- (iii) The Independent Engineer shall review the monthly progress reports as regards the Construction Works.
- (iv) The Independent Engineer shall inspect the Construction Works once every month, preferably after receipt of the monthly progress report from the Concessionaire, **but before the 20th (twentieth) day of each month in any case**, and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Construction Standards and Safety Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the Construction Works.
- (v) The Independent Engineer may inspect the Construction Works more than once in a month if any lapses, defects or deficiencies require such inspections.
- (vi) For determining that the Construction Works conform to Construction Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to

be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

- (vii) The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- (viii) In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Construction Standards.
- (ix) In the event that the Concessionaire fails to adhere to the Project Schedule and complete the Construction Works on the specified Milestone Dates, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any.

If the Independent Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) Days the steps proposed to be taken to expedite progress, and the period within which the Project shall be completed. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Concessions Authority and the Concessionaire forthwith.

- (x) If at any time during the Construction Period, the Independent Engineer determines that it is not safe to carry on Construction Works for any reason whatsoever including if the Concessionaire has not made adequate arrangements for the safety of workers or other third parties or that any work is being carried out in a manner that threatens such safety, it shall make a recommendation to the Concessions Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- (xi) Upon remedial measures being taken by the Concessionaire for securing the safety of suspended works, the Independent Engineer shall inspect the safety measures for adequacy and recommend whether or not such suspension may be revoked by the Concessions Authority.
- (xii) If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of time for completion, to which the Concessionaire is reasonably entitled, and shall notify the Concessions Authority and the Concessionaire of the same.
- (xiii) The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in the Appendix hereto and issue a Completion Certificate or Provisional Certificate, as the case may be, in accordance with the provisions of the Agreement.

## Tests

Depending on the parameters of the Project/Construction Requirements, the Tests shall be as per Good Industry Practice shall be stipulated on a project specific basis and including listed in this Annexure herein below.

### Annexure

- 1) All materials to be used, all methods to be adopted and all works performed shall be strictly in accordance with the relevant IS specification for the Project Requirement. The relevant specification for the safety and navigational aspects shall be referred for the type of tests and frequency of tests. For this purpose, the responsibility of the Concessionaire and their Contractor shall be as per the relevant provisions of this Agreement.
- 2) The Concessionaire shall carry out quality control tests on the material and works at the frequency stipulated in the respective IS codes. The tests on equipment and machinery shall be ensured while its manufacturing and subsequent installation at site. In case of absence of clear indication of the frequency and type of tests the Good Industry Practice shall be used for testing with the approval of the Independent Engineer.
- 3) The Concessionaire shall carry out all necessary tests on materials and works independently and keep their records for reference. The Concessionaire shall prepare a quality audit manual in consultation with the Independent Engineer to ensure better quality of work.
- 4) The provisions of type and frequency of test in relevant IS codes are minimum. The Concessionaire shall conduct all possible tests to ensure quality construction and installation of equipment and machinery.
- 5) The Independent Engineer at its discretion and consistent with the sound engineering practices shall carry out any non-destructive test on completed works, structures, equipment and machinery and any other component to ascertain the soundness of the work.
- 6) Schedule of Test.
  - (i) The Concessionaire shall submit a detailed inventory and particulars of all works and equipment and machinery forming part of this Agreement.
  - (ii) The Concessionaire shall notify the Independent Engineer for its readiness for tests to be conducted.
- 7) Tests.
  - (i) **Visual and physical test:** The Independent Engineer shall conduct a visual and physical check of the Project Requirements to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
  - (ii) **Test drive:** The Independent Engineer shall arrange for test drives of the movable equipment for the quality of service as per the relevant provisions of the IS codes for manufacture and esting of equipments and machinery
  - (iii) **Structural test:** All the equipment and machinery and structures shall be subjected to load test as the case may be for ascertaining safe working loads.

- (iv) **Environmental Audit:** The Independent Engineer shall carry out a check to determine conformity of the Project Requirements with the environment requirement set forth in Applicable Laws and Applicable Permits.
- (v) **Safety Review:** Safety audit of the Project Requirements shall have to be undertaken with the assistance of the relevant statutory authorities and determine conformity of the Project Requirements with the provisions of the Agreement.
- (vi) **The procedures for tests:** The procedures as stipulated in the relevant IS specifications shall be adhered and the equipments for testing shall be arranged by the Concessionaire.
- 8) The Independent Engineer shall obtain a copy of operational and maintenance manuals of the Project Requirements from the Concessionaire and verify the contents of the manual in order to meet the following requirements: The operation and maintenance manual shall essentially comprise of general requirement of O&M, O&M plans, replacement of maintenance parts, schedule of routine maintenance, schedule of preventive maintenance and periodic maintenance. The manual shall also cover the minimum maintenance requirement to adhere to the Performance Standards as per the provisions of this Agreement. The manual shall generally cover the expected failures and time taken for repairs and maintenance.
- 9) The test procedure shall be followed as per ASTM, BIS, IS.
- 10) Test shall also satisfy the appropriate Authority and Certification
- (i) Dock safety Directorate
  - (ii) Environmental Authority
  - (iii) Director of Explosives
  - (iv) Fire
  - (v) Ground Water Authority
  - (vi) Customs
  - (vii) Indian Railways
- 11) Test of Handling Equipments & Electrification works The Concessionaire shall within a period of 45 (forty five) days of Date of Award of Concession submit to Concessioneing Authority and Independent Engineer a report highlighting type of tests that would required to be carried out as per the type of the equipments for the above mentioned categories. The Independent Engineer after taking into account Concessioneing Authority's comments shall send its comments to the concessionaire within 15 (fifteen) days of receipt of report highlighting type of tests that would required to be carried out as per the type of the equipments for the above mentioned categories. The Concessionaire shall incorporate comments of the Independent Engineer and shall submit revised document within 10 (ten) days of receipt of comments.

#### 7.4. Time and Payment Schedule

7.4.1 The total duration of Service of the Independent Engineer shall be until completion of 6 months from the date of Commercial Operation of the project. The Consultant shall deploy its Key Personnel as per the Deployment schedule proposed.

The Independent Engineer shall assist the Port for completion of Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 and giving any clarifications to any Statutory Authorities, on call basis.

7.4.2. The payment schedule is as per the [Annex – 6 of Schedule – 1 of this RFP](#).

## 7.5. Meetings

The Authority may review with the Consultant (IE), any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held either at the Authority's Administrative Office at KOLKATA or at a place as decided by KDS. The Consultant may be required to attend meetings and conferences with the Concessing Authority and the Concessionaire. No additional cost will be paid for the expenses towards attending such meetings.

## 7.6. Consultancy Team

7.6.1 The Independent Engineer shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, material investigation characterization, quantity survey, social impact assessment, safety etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary. The below criteria shall be read with Annex-6 of Payment Schedule.

### (a) Team leader/ Project Manager

Educational Qualifications	B.E. (Civil)/B.E. (Mech)/B.E. (Elec) or equivalent with experience in Structural Engineering/Bulk material handling project.
Essential Experience	10 Years in Planning, Project preparation and design of Port Infrastructure projects as per Clause 3.1.4
Job responsibilities	He will lead, co-ordinate, monitor and supervise the Multi-disciplinary team for providing services according to the TOR. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR.
Minimum time required on Site	24 numbers of visits to the project site/facilities covering the entire contract period. One visit per month without any extra cost to Authority.

### (b) Sr. Civil Engineer

Educational Qualifications	B.E (Civil) or equivalent
Essential Experience	7 years in Infrastructure projects as per Clause 3.1.4
Job responsibilities	He will be responsible for Civil / Marine works of the Project.
Minimum time required on Site	He will be stationed at KDS during the entire period of contract.

(c) Sr. Engineer Mechanical

Educational Qualifications	B.E. (Mech.) or equivalent
Essential Experience	7 Years experience in Project Management Supervision for port cargo handling systems for projects as per Clause 3.1.4
Job responsibilities	He will be responsible for execution of mechanical works as per TOR.
Minimum time required on Site	He will be stationed at KDS during the entire period of contract.

(d) Sr. Electrical / Instrumentation Engineer

Educational Qualifications	Electrical / Instrumentation) or equivalent
Essential Experience	7 Years experience in Project Management Supervision for port cargo handling systems for projects as per Clause 3.1.4
Job responsibilities	He will be responsible for electrical and electronics part of the Project as per the TOR
Minimum time required on Site	He will be stationed at KDS during the entire period of contract.

(e) Sr. Environmental Health & Safety Engineer

Educational Qualifications	Environmental Health & Safety Engineer
Essential Experience	7 Years experience in Project Management Supervision for port cargo handling systems for projects as per Clause 3.1.4
Job responsibilities	He will be responsible for the Environmental, Health & Safety issues related to the Project.
Minimum time required on Site	He will be stationed at KDS during the entire period of contract.

(f) **Finance-cum-Legal Expert**

Educational Qualifications	CA or ICWA or CFA or MBA (Finance) or PGDM(Finance) & LLB or any equivalent degree
Essential Experience	7 Years experience in Project Management Supervision for port cargo handling systems for projects as per Clause 3.1.4
Job responsibilities	He will be responsible for all finance and legal matters of the project, including cost verification, contract vetting, compliance with applicable laws.
Minimum time required on Site	He will visit site as per requirement during the contract period without any extra cost to the Authority.

7.6.2. The Consultant (IE) shall establish a Project Office in a suitable location **near** NSD (the project area), SMPA with a workstation inside the Port area for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed as specified in the Manning Schedule forming part of the Agreement. In case the project office itself is established inside the port area, there is no need for a separate workstation inside the port.

7.6.3 The Consultant (IE) shall mobilize and demobilize its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets / attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

## 7.7. REPORTING

7.7.1 The Consultant will work closely with the Authority. The Authority has established a Working Group (the “WG”) to enable conduct of this assignment.

A designated Project Manager of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant (IE).

7.7.2 The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.

7.7.3 The Consultant is required to prepare and submit a monthly report that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants’ work on the TOR tasks should continue while the report is under consideration and is being discussed.

7.7.4 Regular communication with the WG and the Project Director is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.

7.8. Data and Software to be made available by the Authority. The Authority shall provide to the Consultant a copy of the Concession Agreement. Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant (IE).

## 7.9. FACILITIES OF IE:

7.9.1 The IE shall make his own transport arrangements for transportation of men and material to the office and at the project site. The IE shall have his own supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail / Internet) and support staff. After completion of the contract, all articles deployed by the IE shall remain his property.

7.9.2 Space for setting up of office for IE shall be provided by the Concessioneing Authority/Employer at the Port on monthly rental basis depending on its availability as per Port Scale of Rates. Apart from rent of office accommodation, the IE has to pay for water and Electricity charges at the prevailing rates.

7.9.3 If any increase in above charges, the same shall be paid by the IE as per the prevailing notified rates as applicable. All other facilities like furniture, interiors, office equipment, stationery, communication facilities, and vehicles shall be arranged by IE. IE's financial offer deemed to include expenditure involved for arranging such things

7.9.4 The project data shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the items as per the Scope of Services upon expiry of 6 (six) months from the date of commercial operation.

## 7. 10 SECURITY ARRANGEMENTS

CISF looks after general security of the Port and manning the gates. The Independent Engineer shall abide by the security regulations / procedure as stipulated by the Concessioneing Authority from time to time. The Independent Engineer shall provide its own security arrangements for his assets.

## 7.11 PORT ENTRY

Entry into Port is based on prior permission. The Independent Engineer shall have to obtain required permits / licenses for entry into the dock for its entire work force, tools, vehicles, equipment, etc. following the procedure of SMPA in vogue at KDS. **The required permits / licenses will be issued against payment at the prevailing rate of KDS.**

Present "Scale of Rates" of SMP, Kolkata, is available at <https://smpportkolkata.shipping.gov.in> / of SMPA (Formerly Kolkata Port Trust)].

## 7.12. COMPLETION OF SERVICES

7.12.1 The project data shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the items as per the Scope of Services upon expiry of 6 (six) months from the date of commercial operations by the Concessionaire unless extended by mutual consent of the Authority and the Consultant. The Authority shall issue a certificate to that effect.

**7.12.2** Retained amount of 10% (Ten percent) of item 1 & 2 of BOQ shall be paid to the IE upon expiry of 6 (six) months from the date of commercial operations of handling of Re-Construction of Berth No.

8 and Mechanization of Berth Nos.7 & 8 by the Concessionaire as per **Clause 6 of the draft agreement.**

**EXCERPTS FROM THE CONCESSION AGREEMENT (CA) of “Re-  
Construction of Berth No. 8 and Mechanization of Berth Nos.7 &  
8 At NSD of KDS, SMPK ” AT KDS  
APPENDIX-1 of CA – PROJECT SITE**

The Kolkata Dock System (KDS) of Syama Prasad Mookerjee Port Authority (Formerly Kolkata Port Trust) is oldest Port in India and operating since year 1870. It was declared as a Major Port under the Major Port Trust Act 1963. Kolkata Dock System consists of three facilities, namely: Kidderpore Dock (KPD), Netaji Subhas Dock (NSD) and Budge Budge. The NSD is located at Latitude 22° 32' 30.4" N and Longitude 88° 18' 7.68" E about 223 km upstream of Sand heads at river mouth. The pilotage distance of KDS consists of 148 km of river navigation and 75km in the sea.

**HINTERLAND:**

The hinterland of Kolkata comprises of the entire Eastern India including West Bengal, Bihar, Jharkhand, eastern part of Uttar Pradesh, north east of Madhya Pradesh, Chattisgarh, Assam and other North Eastern States and the two landlocked neighboring countries viz. Nepal and Bhutan. But the primary hinterland consists of West Bengal, Jharkhand and Bihar which have major industries consuming fuel/ raw materials imported through this port. The industrial development, commerce and trade of this vast hinterland is inseparably linked to the life and development of Syama Prasad Mookerjee Port , Kolkata and vice-versa.

**Connectivity**

Kolkata is well connected by road, rail and waterway from all part of the country. Further, the below section explains on the different mode of transportation for KDS. Kolkata is well connected to different parts of India via National Highways. The google map image showing the road connectivity to KDS .

Appendix-I Project Site Layout drawing is annexed.

## Annexure- II

### **EXCERPTS FROM THE CONCESSION AGREEMENT (CA) of “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT” BASIS FOR A CONCESSION PERIOD OF 30 YEARS” at KDS**

#### **Appendix 4 of CA – PROJECT REQUIREMENTS**

##### **Project Facilities and Services:**

The scope of work will broadly include designing, building berth no 8 and equipping Berth 7 and 8 for the operation and maintenance thereof. The Berth no. 7 NSD shall be handed over to the Concessionaire on the date of Award of Concession. The Concessionaire has to develop Berth No. 8 in straight line of existing Berth No.7 duly dismantling the existing Berth No. 8 as required. Also the Concessionaire has to develop container stack yard, internal roads, buildings etc. as required and as stipulated in the Techno economic feasibility report.

##### **Construction Phase:**

The concessionaire may operate the existing Berth No. 7 during construction period (24 months) for handling containers and pay the royalty as prescribed.

A brief description of Project Facilities and Services shall be provided. Also, certain key project facilities shall be set out, for example:

##### **Berth length**

On the COD, the length of newly developed berth no.7 of 182.20 meters and the length of proposed berth No.8 (not less than 238 meters) totaling to 420m shall be provided.

##### **Equipment**

On the COD, the berths mentioned above shall be mechanized with suitable equipment subject to minimum of the following new equipment as indicated in TEFRR to handle at least 4,48,140 TEUs of containers per annum.

Sl. No.	Equipment	Nos.
1	Rail mounted quay cranes (RMQC) (Rated moves per hour up to 40)	3
2	RTGs (7 row + 1 lane; 5+1 high)	9
3	Tractor trailers	26
4	Reach stackers	1

## **Annexure to Appendix 4**

### **CONSTRUCTION STANDARDS, OPERATIONS AND MAINTENANCE STANDARDS AND SAFETY STANDARDS**

#### **I. Construction Standards**

##### **A. General**

The Concessionaire shall execute the Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 along with associated facilities Project by completing civil works as per the Project Requirements and provide appropriate equipment for cargo handling and other support facilities for proper and efficient functioning.

The Concessionaire shall carry out Construction Works, etc duly complying with the provisions of all relevant latest Indian Standards and in case certain item of works not covered by the Indian Standards, provisions of ISO/IEC/OISD standards, etc shall be complied.

The construction of civil works, facilities, erection & commissioning of lifting appliances, equipment and machinery and their layout shall ensure that during cargo operations these facilities meet the required provisions of the Dock Workers Safety Health & Welfare Act, 1986 and the relevant Regulations 1990.

The Concessionaire shall meet the requirements of Management Quality System (IS/ISO - 9001: 2000) and shall also obtain accreditation for operations at the terminal. In addition, the Concessionaire shall comply with all relevant statutory regulations, codes, practices and guidelines.

B. The Concessionaire in accordance with relevant standards shall provide the type and capacity of equipment required for handling the specified cargo/containers.

C. In addition to complying with the requirement of relevant specifications mentioned above, the Concessionaire shall also comply with the requirements of IMO Standards, MSIHC Rules 1989, IMDG Codes, OISD Standards & Guidelines, Petroleum Rules and Act, Explosives Act and statutory requirements.

##### **D. Operations & Maintenance Standards: Repairs, Maintenance and Replacement**

The Concessionaire at its own cost promptly and diligently maintain, replace or restore any of the Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 or part thereof which may be lost, damaged, destroyed or worn out.

The Concessionaire shall abide by the operations and maintenance plan as outlined in the approved Detailed Feasibility Report. While carrying out the repairing, maintaining and replacing the Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8, the Concessionaire acknowledges and accepts that it is holding and maintaining the concession or assets, Project Facilities in trust for eventual transfer to the Concessions Authority on termination of the agreement and therefore, will not do any act as a result of which the value of Project Facilities and Services is diminished.

The Concessionaire shall, at all times during the Concession Period, at its own risk, cost, charges and expenses, performance and pay for maintenance repairs, renewals and replacement of various type of assets and equipment in the Concessionaire premises and /or the Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 Project or any parts thereof, whether due to use and operations or due to deterioration of materials and /or parts, so that on the expiry or termination of Concession, the same shall except normal wear and tear be in good working condition as it were at the time of commencement of the Concession.

While carrying out the repair, maintenance and replacement of the Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 , the Concessionaire shall carry out the work in accordance with the manufacturer's recommendations and the relevant latest Indian Standards or in its absence ISO/OISD Standards. In the event that the Concessionaire, by necessity or otherwise need to follow any other country standard it shall be equal or superior to the standard specified above.

#### E. Bulk Liquid Terminals and Tank Farms

In addition to complying to the requirement of relevant specifications mentioned above, in respect of port terminals meant for handling bulk liquids such as crude, POL, hazardous chemicals, LPG, etc., the concessionaire shall also comply with the requirements of IMO Standards, MSIHC Rules 1989, IMDG Codes, OISD Standards & Guidelines, Petroleum Rules and Act, Explosives Act and statutory requirements.

#### F. Safety Standards

The Concessionaire shall ensure compliance with the safety standards set out under Applicable Law/international conventions, as relevant, from time to time including those required under the following:

1. Dock Workers (Safety, Health and Welfare) Act, 1986 & Regulations framed there under of 1990.
2. The Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989.
3. The Petroleum Act, 1934 along with the Petroleum Rules, 2002.
4. OISD – Guidelines – 156 (Oil Industry Safety Directorate): Fire Protection Facilities for Port Oil Terminals.
5. The Explosives Act, 1884 along with The Explosive Substance Act, 1983 & The Explosive Rules, 1983
6. Guidelines by Fire Advisor, CCE & DG FASLI, Government of India
7. National Fire Codes (National Fire Protection Association – USA)
8. Drill Manual for the Fire Services of India.
9. International Safety Guide for Oil Tankers & Terminals.
10. ISPS (International Ship & Port Facility Security) Code (2003 Edition)
11. MARPOL CONVENTION
12. International Maritime Dangerous Goods Code [Besides the above, the Concessioning Authority may prescribe standards specific to the port/project]

## Section –8 E-Payment

### 8. E-PAYMENT – Payments of IE’s bills through Banks

Payments due to the IE may, if so desired by him be made to the bank instead of direct to him, provided that the IE furnishes to the Chief Engineer (KDS) (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Chief Engineer(KDS) of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the IE should, wherever possible present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favor of the date on which e-payment to the IE by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the IE shall have no claim on this account.

The Engineers may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer’s Representatives. No claim will be entertained by the Port in this account.

The arrangements designed to work are as follows:

1. The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages.
2. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
3. If the payee’s account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.
4. In all other cases, payment will be arranged through Banker’s Cheque / DDs by the Authority through “speed post” or “courier service”. For this the bank charges at the appropriate rates will be payable by the payee.

## E- PAYMENT FORM

To

The Chief Engineer,  
Kolkata Dock System,  
Syama Prasad Mookerjee Port Authority.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

SI No	Particulars	
1	Name of the IE	
2	Address of the IE	
3	Name of the work for which payment is made	
4	Agreement dated: Work order No.	
5	Name of the bank in which IE operating account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c )	
9	Account No :	
10	PAN No.	
11	GST Registration No.	

Yours Sincerely

(Signature of Authorized representative of IE)

## Section – 9

### Site information and Project information

#### 9. SITE INFORMATION

##### 9.1 Party's Responsibility

The information supplied hereinafter and provided elsewhere is given in good faith but the party shall satisfy himself regarding all aspects of weather, metrological, wind, waves, tides, currents, geological and other relevant data site conditions and no claim will be entertained due to any error or deficiency on the plea that the information supplied by the Employer is erroneous or insufficient.

##### 9.2 Datum

**NSD being an impounded dock, the Chart Datum of hydrographic survey carried out inside the Dock is 4.72 m above KODS. KODS is the Chart Datum of the Upper Reaches of River Hugli, which is 2.365 m below Mean Sea Level.**

##### 9.3 Location

The Kolkata Dock System (KDS) is oldest Port in India and operating since year 1870. Kolkata Dock System consists of three facilities, namely: Kidderpore Dock (KPD), Netaji Subhas Dock (NSD) and Budge Budge. The NSD is located at Latitude 22° 32' 30.4" N and Longitude 88° 18' 7.68" E about 223 km upstream of Sand heads at river mouth. The pilotage distance of KDS consists of 148 km of river navigation and 75 km in the sea .

Netaji Subhash Dock is situated on the left bank of River Hugli. The Consultant team have made site visit to the project location (i.e., Berth no. 7 & 8 of NSD) with the KDS officials in order to appreciate the existing facilities and condition. . The layout of the NDS is given in the Picture.

The pilotage distance of NSD is about 223 Kms, which comprises of 148 Kms of river and 75 Kms of sea pilotage. Qualified River pilots from SMPK are mandatory for vessels larger than 200 GRT, to enter port waters. SMPK has a pilot station situated at Sagar islands identified as "Sand head pilots".

##### 9.4 Environmental Data

- a. **Rainfall** - This region is mainly exposed to Southwest monsoon from June to September and an annual rainfall of more than 1700 mm were reported for the two locations. The IMD data suggests that the months of July and August are the wettest months having monthly rainfall of more than 350 mm. During northwest monsoon from November to March, monthly average rainfall of less than 50 mm is experienced. The average annual rainfall is around 1750 mm and the average number of rainy days in a year is around 84.
- b. **Temperature** - The month of May is the hottest, whereas December and January are colder months. According to the IMD data between 1961 and 1990, the highest temperature recorded in 30 years is 40.6° C. The lowest temperature was observed to be 9.7°C. The yearly average temperature in Kolkata region is 26.8 degree C.
- c. **Visibility** - At times due to heavy rainfall poor visibility is reported during the southwest monsoon. On an average, fog is reported on 5-7 days in each month from November to February during morning hours.
- d. **Wind** - The predominant wind direction reported at Alipur, Kolkata and Sagar Island, is from south

and southwest. About 25 % of the time wind was reported to be blowing from north and northeast. The highest wind speed of 16 knots was reported in the month of May. During the months of April to August wind speed was found to be higher than 10 knots

- e. **Earthquake** - Seismic loads are estimated according to modified clause for the interim measures for seismic provisions clause 222 of IRC:6-2000. Horizontal seismic forces to be resisted shall be computed as follows:

$$F_{eq} = A_n \times (\text{Dead Load} \pm \text{Appropriate Live Load})$$

$$A_n = \{(Z / 2) \times (S_a / g)\} / (R / I)$$

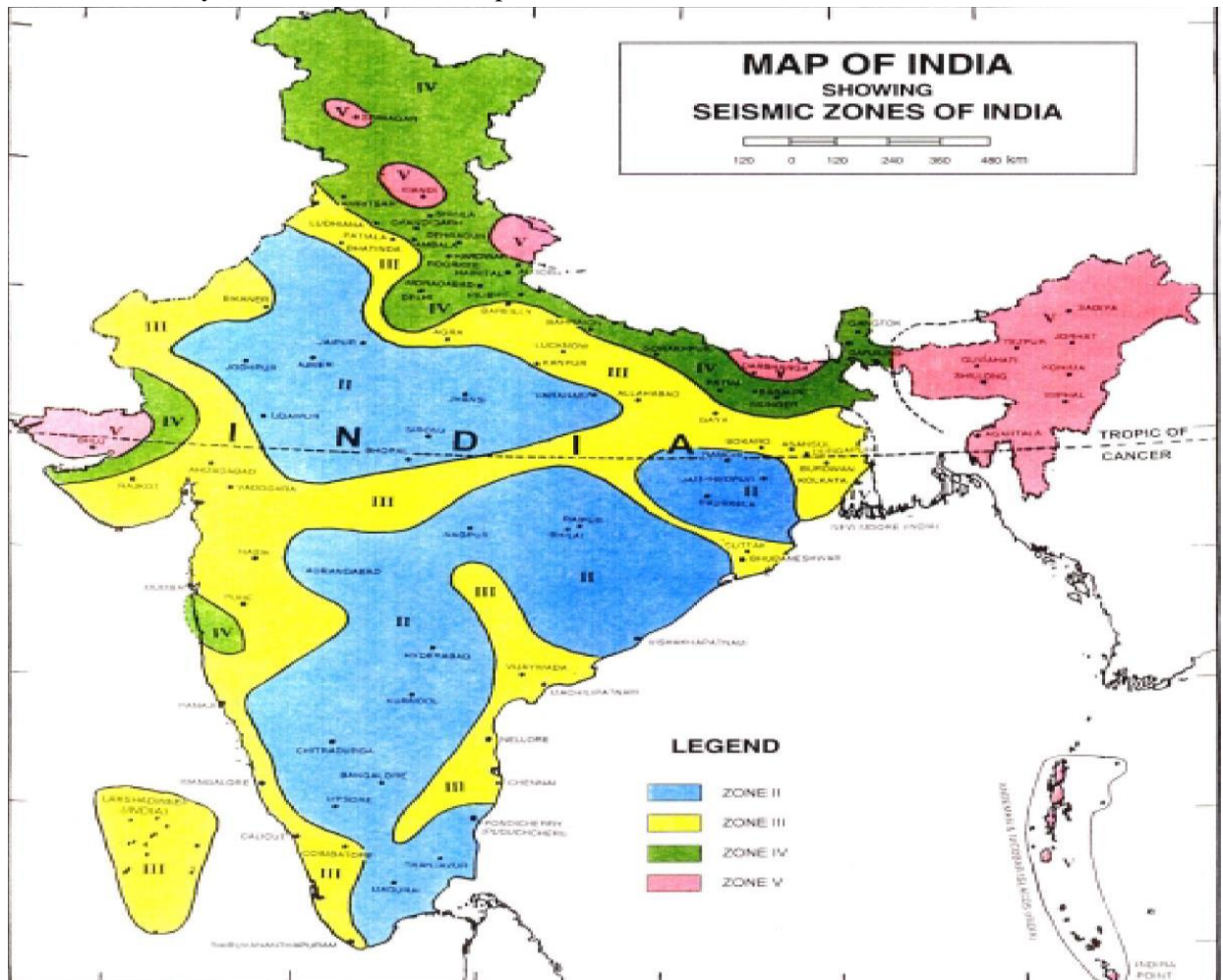
$$\text{Horizontal Seismic Co-efficient} = 0.18$$

$$Z = \text{Zone Factor} = 0.24 \text{ (Table 5)}$$

$$S_a / g = \text{Average response acceleration coefficient} = 2.50$$

$$R = \text{Response Reduction Factor}$$

As per the map showing seismic zones of India (IS-1893 Part 1) presented in **Figure- 'Seismic Zone Map of India as Per IS: 1893 Part 1-2002'** given at below, Kolkata is located in the moderate risk seismic intensity (Zone III) of Indian Map of seismic zones.



**Figure: Seismic Zone Map of India as Per IS: 1893 Part 1-2002**

**f. Tidal Data-**

Highest High Water (HHW)	: (+) 7.70m K.O.D.S,
Mean High Water Spring (MHWS)	: (+) 5.62m K.O.D.S,
Mean High Water (MHW)	: (+) 4.88m K.O.D.S,
Mean High Water Neaps (MHWN)	: (+) 4.10m K.O.D.S,
Local Mean Water Level (LMWL)	: (+) 3.19m K.O.D.S,
Mean Low Water Neaps (MLWN)	: (+) 2.00m K.O.D.S,
Mean Low Water (MLW)	: (+) 1.68m K.O.D.S,
Mean Low Water Springs (MLWS)	: (+) 1.41m K.O.D.S,
Lowest Low Water (LLW)	: (-) 0.14m K.O.D.S,

(Source: Tide Table for the Hugli River-2025 of SMPA.  
K.O.D.S.: Khidderpore Old Dock Sill)

Kolkata Dock System, being a riverine port, is about 232 km upstream of the river mouth. Hence, in order to have a fixed datum to measure the depth, the Khidderpore Old Dock Sill is adopted as Chart Datum for all references.

**N.B. KIDDERPORE OLD DOCK SILL (K.O.D.S) IS A LOCAL DATUM, WHICH IS 2.365 METERS BELOW MEAN SEA LEVEL.**

## Section – 10 Port assets and Drawings.

### A. PORT ASSETS

#### 1. LAND

The Concessioning Authority shall provide **1,05,609sq.m (26.19 Acres)**. of land for the proposed development of proposed facility. The entire area is free from encumbrance and falls within the control of the Authority.

#### 2. SUPPLY OF POWER & WATER

As per clause 7.2, the concessionaire shall at its cost, make arrangements for power, water and other utilities for the construction as well as operations of the terminal. The Concessionaire shall be liable for all payments to the concerned authority for power, water and other utilities required for the project during construction and operation phase.

### SECTION – 10

### B. DRAWING



# SCHEDULES

SCHEDULE- 1  
FORM OF AGREEMENT  
(See Clause 2.1.3)

AGREEMENT FOR PROVIDING ENGINEERING CONSULTANCY  
SERVICES

FOR

RE-CONSTRUCTION OF BERTH NO. 8 AND MECHANIZATION  
OF BERTH NOS.7 & 8 AT NSD OF KDS, SMPK ON DBFOT  
BASIS UNDER PPP BASIS FOR A CONCESSION PERIOD OF 30  
YEARS AT NSD

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**AGREEMENT**

**INDEPENDENT ENGINEER FOR PROVIDING ENGINEERING CONSULTANCY SERVICES  
THE PROJECT “RE-CONSTRUCTION OF BERTH NO. 8 AND MECHANIZATION OF BERTH  
NOS.7 & 8 AT NSD OF KDS, SMPK ON DBFOT BASIS UNDER PPP BASIS FOR A  
CONCESSION PERIOD OF 30 YEARS”**

**AGREEMENT No. \_\_\_\_\_**

This AGREEMENT (hereinafter called the “Agreement”) is made on the \_\_\_\_ day of the month of \_\_\_\_\_ 2026, between, on the one hand, the Board of Authority of Syama Prasad Mookerjee Port (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

**WHEREAS**

- A. The Authority vide its Request for Proposal for providing engineering consultancy services as Independent Engineer (hereinafter called the “Consultancy”) for the Project **“Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 ;**
- B. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ “LOA”); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, therefore, the parties here to hereby agree as follow:

# 1 GENERAL

## 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Additional Costs" shall have the meaning set forth in Clause 6.1.2;
- b) "Agreement" means this Agreement, together with all the Annexes;
- c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- d) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- g) "Dispute" shall have the meaning set forth in Clause 9.2.1;
- h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- j) "Government" means the Government of India;
- k) "INR, Re. or Rs." Means Indian Rupees;
- l) "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- m) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- n) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- p) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- q) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- r) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7;
- s) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below

beginning from the highest priority to the lowest priority:

- a. Agreement;
- b. Annexes of Agreement;
- c. RFP; and
- d. Letter of Award.

#### 1.2 Relation between the Parties

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

#### 1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- a. the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- b. the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

#### 1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the High court at Kolkata shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### 1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### 1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### 1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a. in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 below or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Kolkata may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time designate by notice to the Authority;
- b. in the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out

below in Clause 1.10 below or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Kolkata it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- c. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

### 1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

### 1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

### 1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

\_\_\_\_\_  
\_\_\_\_\_

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

\_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### 1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions (other than GST) as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

### **2.4 Expiration of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 6 (six) months from the date of commercial operations of handling LNG by the Concessionaire. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

### **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to **Clauses 4.2.3 and 6.1.3** hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## 2.7 Force Majeure

### 2.7.1 Definition

- a. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, pandemic, epidemic, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No breach of Agreement

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

### 2.7.3 Measures to be taken

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### 2.7.4 Extension of time

- 2.7.4.1. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform

such action as a result of Force Majeure.

2.7.4.2. If the construction work is extended beyond the period and if the commercial operation of handling Container cargo could not be started, the period for IE is also to be extended on the basis of Man- months rates quoted as per the agreement.

## 2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

## 2.7.6 Consultation

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

## 2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

## 2.9 Termination of Agreement

### 2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a. the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- c. the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d. the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e. any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a. the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- b. the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c. as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- d. the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to **Clauses 2.3 or 2.9** hereof, or upon expiration of this Agreement pursuant to **Clause 2.4** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in **Clause 3.3** hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth

in **Clause 3.6**, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to **Clauses 2.9.1 or 2.9.2** hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by **Clauses 3.9 or 3.10** hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to **Clauses 2.9.1 or 2.9.2** hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- i. remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- ii. reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- iii. except in the case of termination pursuant to sub-clauses (a) through I of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified **in Clause 2.9.1 or in Clause 2.9.2** hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3 OBLIGATIONS OF THE CONSULTANT**

#### 3.1 General

##### 3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times

support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

### 3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement.

### 3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

## 3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub- Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Consultant not to benefit from commissions, discounts etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its

best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under **Clause 3.2.5** above and the other rights and remedies which the Authority may have under this Agreement,

if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of **Clauses 3.2.5 and 3.2.6**, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (“Confidential Information”), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information

- i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential

treatment; and

- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### 3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

#### 3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in **Clause 3.4.3**, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in **Clause 6.1.2** of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with **Clause 3.5.2**, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in **Clause 3.4.3** shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### 3.5 Insurance to be taken out by the **Consultant 3.5.1**

a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the

Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage shall include but not be limited to the following:

- a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of **Rs. 698.84 Lakhs (Rupees Six Crore Ninety-Eight Lakh and Eighty Four Thousand only)**;
- b. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- c. professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in **Clause 6.1.2** of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### 3.6 Accounting, inspection and auditing

The Consultant shall:

- a. keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges) and
- b. permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### 3.7 Consultant's actions requiring the Authority's prior approval

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

- a) Appointing such members of the Professional Personnel as are not listed in Annex-2
- b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Agreement; or
- c) Any other action that is specified in this Agreement

### 3.8 Reporting obligations

The Consultant shall submit to the Authority the reports specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### 3.9 Documents prepared by the Consultant to be property of the Authority

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### 3.12 Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## 4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

### 4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### 4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in [Annex-2](#) of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-2 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in [Clause 6.1.2](#) of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in **Clause 6.1.2**.

#### 4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in **Annex-2** of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at **Appendix-I (Form-7c) of the RFP**. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this **Clause 4.3**, it shall be deemed to have been approved by the Authority.

#### 4.4 Substitution of Key Personnel

Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel specified in the **clause 3.1.2**. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement, a person of equivalent or better qualifications with the approval of the employer.

As a condition to first substitution, the original Key Personnel will be allowed to be substituted by KDS with proper reason and equivalent or better qualification. In the case of a second substitution and further hereunder, such deduction shall be a sum equivalent to 10% (ten percent) of the remuneration specified for each substitution of the original Key Personnel.

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

Substitution of the Team Leader shall not be considered except, for reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity. The Substitution of Team Leader on any other ground may lead to disqualification of the Applicant or termination of the Agreement.

#### 4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### 4.6 Team Leader / Project Manager

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. He shall be responsible for the day-to-day performance of the Services.

#### 4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of

Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4. The credentials of the sub-consultant will not be considered for eligibility of applicants.

## 5 OBLIGATIONS OF THE AUTHORITY

### 5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### 5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

### 5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then

the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

#### 5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in **Clause 6 of this Agreement**.

### 6 PAYMENT TO THE CONSULTANT

#### 6.1 Cost estimates and Agreement Value

**6.1.1** An abstract of the cost of the Services payable to the Consultant is set forth in **Annex-5 of the Agreement Schedule - 1**.

**6.1.2** Except as may be otherwise agreed under **Clause 2.6 and subject to Clause 6.1.3**, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value”).

**6.1.3** Notwithstanding anything to the contrary contained in **Clause 6.1.2**, if pursuant to the provisions of **Clauses 2.6 and 2.7**, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in **Clause 6.1.1 above**, the Agreement Value set forth in **Clause 6.1.2 above** shall be increased by the amount or amounts, as the case may be, of any such additional payments.

#### 6.2 Currency of payment

All payments shall be made in Indian Rupees.

#### 6.3 Mode of billing and payment

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

- a. No Mobilization Advance shall be paid.
- b. The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage as per milestone at Annexure - 6.
  - ii) The Authority shall pay to the Consultant, only the undisputed amount.
- c. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- d. The final payment under this Clause shall be made only after the successful commissioning of the project facilities and certification of completion and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority only after the completion of operation phase of 6 (six) months on issue of completion certificate. The final

bill payment shall be made within 45 days of receipt of the bill by the Authority, provided there is no dispute.

- e. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with **Clause 6.3 (d)**.
- f. 10% (Ten per cent) of the monthly bill will be withheld on each payment made as per Annex – 6. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project.
- g. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7 LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1 The Authority shall retain by way of performance security (the “Performance Security”), 5% (Five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in **Clause 7.2** herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiration of this Agreement pursuant to **Clause 2.4** hereof.

7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in **Clause 7.1.1 above**, furnish a Bank Guarantee substantially in the form specified at **Annex- 7 of this Agreement**.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

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

#### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.5% (zero point five per cent) of the Agreement Value for every week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **7.2.3 Encashment and appropriation of Performance Security**

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

liquidated damages specified in this Clause 7.2.

### 7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8 FAIRNESS AND GOOD FAITH**

### 8.1 Good Faith

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

### 8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9 SETTLEMENT OF DISPUTES**

### 9.1 Amicable settlement

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

### 9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Chairman of Syama Prasad Mookerjee Port and the Chairman / MD of Consultant firm or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten)

day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of **Clause 9.4**.

#### 9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Kolkata and the language of arbitration proceedings shall be English.

9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
For and on behalf of Authority

SIGNED, SEALED AND DELIVERED  
For and on behalf of Consultant:

(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
( <del>Fax No.</del> )(Email ID)	(Email ID)
In the presence of:	
1.	2.

**Annex-1**  
**Terms of Reference**  
**(Reproduce Section 7 of RFP)**

**Annex-2**  
**Deployment of Personnel (Reproduce as per Form-9 of Appendix-1)**

**Annex-3**  
**Empaneled list of consultant by IPA**  
**GROUP 1(b) – GENERAL CIVIL, MECHANICAL AND ELECTRICAL**  
**WORKS**

**CLASS – A**  
**CATEGORY A**

	<b>Name and Address of the firm</b>	<b>Contact Person &amp; Details</b>
1	Tractebel Engineering Pvt. Ltd.  INTEC House, 37, Institutional Area, Sector 44, Gurgaon – 122002	Mr.Virendra Kumar Jha, General Manager –M&S Phone: 9811698349 0124-4698500 / 4698586 <a href="mailto:Virendra.jha@tractebel.engie.com">Virendra.jha@tractebel.engie.com</a>
2	CEM Engineers  B-1/24, Block N, Malviya Nagar, New Delhi, Delhi-110017	Ms. Jaya Gurjar , Proprietor Phone: 011-41053484 <a href="mailto:mail@cemengineers.com">mail@cemengineers.com</a>
3	BLG Construction Services (P) Ltd.  CYB-04, Cyber Park, Basni Heavy Industrial Area, Near Jodhpur Dairy, Jodhpur-342003(Rajasthan)	Mr. Surendra Yadav Business Development Manager Phone: 0291-2742107/2742622/ 8058792107 <a href="mailto:info@blgindia.com">info@blgindia.com</a> , <a href="mailto:blgconstruction@hotmail.com">blgconstruction@hotmail.com</a>
4	L&T Infrastructure Engineering Ltd.  TC 2 Building, 3 <sup>rd</sup> Floor, Mount Poonamallee Road, Manapakkam, P.B. No.979, Chennai-600089, Tamil Nadu, India	Mr. Sanjeev P S (Head- Proposals) Phone: 044-22597500 <a href="mailto:bd1@lntiel.com">bd1@lntiel.com</a>
5	Nippon Koei India Pvt. Ltd.  <b>Registered Office:</b> 5 <sup>th</sup> Floor, Flat No. 501 & 502, La Palazzo Apartments, Sri Srinivasa Hills, Madhapur, Hyderabad- 50081, Telangana, India <b>Corporate</b> <b>Office:</b> 5 <sup>th</sup> Floor, Eros Corporate Tower, Nehru Place, New Delhi- 110019	Dr. G. Sampath Kumar(Director) Mr. Jyotisman Dutta (Asst. General Manager) Mr. Ryoya Watanabe (Representative New Delhi Office) Mr. Ashish Ghasi (Head- Business Promotion unit) Mr. Sunil Dutt(Dy. Director) Phone: 040-29708501/011-6633- 8000, 011-6633-8036 <a href="mailto:info@nkindia.in">info@nkindia.in</a>
6	Spectrum Techno Consultants Pvt. Ltd B-201, BSEL Tech Park, Sector 30A, Opp. Vashi Railway Station, Vashi, Navi Mumbai-400703	Mr. Rakesh Varadkar Phone: 011-41115900 <a href="mailto:info@spectrumworld.net">info@spectrumworld.net</a>

7	Aakar Abhinav Consultants  C/401 to 410, 4 <sup>th</sup> Floor, KukrejaCenter, Plot No.13, Sector- 11, CBD Belapur, Navi Mumbai-400614	Mr.Kaustubh Kurlekar Associate Vice President Phone: 022-27580192/ 27572533 <a href="mailto:info@aakarabhinav.com">info@aakarabhinav.com</a>
8.	Grafix Engineering Consultants Pvt. Ltd  M-3 (2 <sup>nd</sup> Floor), HauzKhas, Sri Aurobindo Marg, New Delhi-110016	Mr. T. Kundu, Executive Director Phone: 011-41850099 <a href="mailto:grafixdel@gecltd.com">grafixdel@gecltd.com</a>
9	Yash Innovative Solution LLP  Plot No.2, Niranjana Hsg Soc, Near Sankal NEtra Rugnalaya, Tilak Nagar, Aurangabad. (M.S.) – 431005	Mr.Sameer Sudhakar Joshi, Designated Partner Phone; 9967014627 0240-295268 / 2970373 <a href="mailto:tenders@yashinnovative.com">tenders@yashinnovative.com</a> <a href="mailto:contact@yashinnovatives.com">contact@yashinnovatives.com</a>
10	RITES Limited  Plot-1, Shikhar Sector – 29, ROC, Gugaon – 122001	Mr.R. Saravanan, Additional General Manger / Ports & Water Resources Division Phone: 0124-2818457 / 257166 <a href="mailto:rsarvanan@rites.com">rsarvanan@rites.com</a> / <a href="mailto:info@rites.com">info@rites.com</a>
11	Projmors Designing Office for Maritime Structure Company Ltd  B/514, Ratnakar Nine Square, Opp. KEshav Baug Party Plot, Vastrapur, Ahmedabad – 380015 Head Office – Narwicka 2D St., 80-288 Gdansk, Poland	Mr.Viral Panchal, Branch Director - Phone: 079 35336291 <a href="mailto:India@projmors.pl">India@projmors.pl</a> <a href="mailto:projmors@projmors.pl">projmors@projmors.pl</a>
12	Aarvee Associates Architects Engineers & Consultants Pvt. Ltd.  Ravula Residency, Srinagar Colony Main Rd., Hyderabad – 500082	Mr. D V Subbaraju, Associate Vice President Phone: 040-48483456/48483456/ 23737633, 9848436686, 9908501612 <a href="mailto:subbaraju.dv@aarvee.net">subbaraju.dv@aarvee.net</a> , <a href="mailto:railways@aarvee.net">railways@aarvee.net</a> , <a href="mailto:aarvee@aarvee.net">aarvee@aarvee.net</a>
13	TATA Consulting Engineers  15 <sup>th</sup> Floor Empire Tower Cloud City Campus Opp Relible Tech Park Thane – Belapur Road Airoli Navi Mumbai – 400708	Mr.Vinay Krishnan Deputy General Manager – Business Development Phone: 022 61148515 / 61148181 9821156642 <a href="mailto:vkrishnan@tce.co.in">vkrishnan@tce.co.in</a> <a href="mailto:mail@tce.co.in">mail@tce.co.in</a>

14	WAPCOS 76-c, Sector-18, Gururam -122015	Mr.Arjun Chikara, Additional Chief Engineer, Ports Harbour and Inland Waterways Phone: 0124-2397388 / 2397395 / 2348028 <a href="mailto:ports@wapcos.co.in">ports@wapcos.co.in</a>
15	AECOM India Pvt. Ltd 3 <sup>rd</sup> Floor, Building No. 8A, DLF Cyber City, DLF Phase II, Gurgaon -122002	Mr.Saurabh Sharma, Technical Director Port & Marine, India Phone:0124-4871400/4830100 / 4830108 <a href="mailto:saurabh.sharma@aecom.com">saurabh.sharma@aecom.com</a> <a href="mailto:sanjeev.gupta@aecom.com">sanjeev.gupta@aecom.com</a>
16	Voyants Solutions Pvt. Ltd. 403, 4 <sup>th</sup> Floor, Park Centra, Sector-30, NH-8 Gurugram – 122001	Mr. Venkateswara Rao Juvvaladinne, Vice President Phone; 7995779185 / 0124-4598200 Email: <a href="mailto:jvr@voyants.in">jvr@voyants.in</a> / <a href="mailto:info@voyants.in">info@voyants.in</a>
17	STMI & Selhorn (JV) #443 6 <sup>th</sup> Floor, Annex-1 Building, Guna Complex, Anna Salai, Teynampet Chennai – 600018	Mr. Sanjit Biswas, Director Phone: 8939687464 / 9791847915 / 044-40916152 <a href="mailto:sanjit@stmic.in">sanjit@stmic.in</a> / <a href="mailto:Rohit.bathija@stmic.in">Rohit.bathija@stmic.in</a>
18	Haskoning DHV Consulting Pvt. Ltd. Platinum Techno Park 502-505, 5 <sup>th</sup> Floor Plot No. 17 & 18 Sector 30 A, Navi Mumbai – 400703	Mr. Mohammad Aslam Bijapur, Phone:9004031724 / 022-41615000 <a href="mailto:aslam.bijapur@rhdhv.com">aslam.bijapur@rhdhv.com</a> <a href="mailto:info.india@rhdhv.com">info.india@rhdhv.com</a>
19	BMT Consultants India (Pvt) Ltd. 310 Sarthik Square, S.G Highway, Ahmedabad – 380054	Mr. Tarun Kaw, Managing Director Phone: 079-40028708 / 26854184 <a href="mailto:enquiries@bmtindia.org">enquiries@bmtindia.org</a>
20	Engineers India Ltd. 1, EIB, Bhikaji Cama Place, R.K. Puram, New Delhi-110066	Mr. M. Arulraj, Senior General Manager Business Development Phone: 011- 26762855 / 2580 /26762121(EPABX) <a href="mailto:company.secretary@eil.co.in">company.secretary@eil.co.in</a>
21	PADECO Co. Ltd. Sunteck Centre 37-40 4 <sup>th</sup> Floor, Subhash Road, Vile Parle (E) Mumbai- 400057	Mr.Vishwa Deo Sharma Chief Operating Officer Email: <a href="mailto:pipl@padeco.co.in">pipl@padeco.co.in</a>
22	Egis India Consulting Engineers Pvt. Ltd. Plot No.-80, Sector-32 Gurugram, Haryana-122001	Mr. Vidyasagar K Pedgaonkar Phone: 0124-4249200 <a href="mailto:egis-india@egis-india.com">egis-india@egis-india.com</a>

**Annex-4**  
**Approved Sub-Consultant(s)**  
**(Reproduce as per Form-10 of Appendix-I)**

**Annex-5**  
**Cost of Services**  
**(Reproduce as per Form-2 of Appendix-II)**

**Annex-6**  
**Payment Schedule**  
**(Refer Clause 6.3 of Agreement)**

**Stages of payment for the services are as under:**

Sl. No.	Description of services	Payment
1	Review & recommendation of the Designs and drawings of the project for approval	50% of the amount quoted in item-1 of BOQ With following breakups:
	i. Review & recommendation and appraisal of layout drawing/plan of the project	20% of the amount of SI No- 1 above.
	ii. Review & recommendation and appraisal of civil work of the project	10% of the amount of SI No- 1 above.
	iii. Review & recommendation and appraisal of mechanical work of the project	40% of the amount of SI No- 1 above.
	iv. Review & recommendation and appraisal of electrical/instrumentation work of the project	30% of the amount of SI No- 1 above
2.	Review & recommendation of construction methodology, quality assurance procedures, procurement, and engineering and construction time schedule submitted by the Concessionaire.	10% of the amount quoted in item- 1 of BOQ
3.	Review and recommendation of the Operation and Maintenance plan prepared by the Concessionaire.	10% of amount quoted in item-1 of BOQ.
4	Verification of the Documents on Manufacture and delivery of the Handling Equipment as submitted by the Concessionaire.	10% of amount quoted in item-1 of BOQ.
5	After issue of completion certificate for the Project by IE to the Concessionaire.	10% of amount quoted in item-1 of BOQ.
6	Vetting of As-built drawings by the Independent Engineer, Completion of work and issue of completion certificate by the Syama Prasad Mookerjee Port to the IE for the project.	10% of amount quoted in item-1 of BOQ.

7	<ul style="list-style-type: none"> <li>▪ Monthly payment for the services of Inspection of the Construction as per TOR during Construction Phase.</li> <li>▪ For the purpose of payment, the lump sum quote indicated in the ITEM-2 OF BOQ will be considered which is given as follows .</li> <li>▪ The quote of the selected Bidder in Item-2 of BOQ shall be divided by 24 to obtain per month payment for the service of inspection as mentioned above.</li> <li>▪ The monthly payment shall be made subject to fulfilment of attendance of the key personnel as per the following table.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Frequency of Visit</th> <th style="text-align: center;">Total No of Visit</th> </tr> </thead> <tbody> <tr> <td>Team Leader / Project Manager</td> <td style="text-align: center;">Once in a month</td> <td style="text-align: center;">24</td> </tr> <tr> <td>Civil Engineer</td> <td style="text-align: center;">Stationed at KDS</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Mechanical Engineer</td> <td style="text-align: center;">Stationed at KDS</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Electrical / Instrumentation Engineer</td> <td style="text-align: center;">Stationed at KDS</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Environmental Health &amp; Safety Engineer</td> <td style="text-align: center;">Stationed at KDS</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Finance Cum Legal Expert</td> <td style="text-align: center;">As Per Requirement</td> <td style="text-align: center;">NA</td> </tr> </tbody> </table> <p>If in case the attendance per month is not as per the Schedule given in the above tabular representation, Penalty in the form of Rs 3000/- per day per key Person shall be levied and payment shall be Made accordingly.</p> <p>In case of multiple absence of Key personnel from their schedule attendance, letter Regarding dissatisfactory performance shall be Issued in addition to the penalty.</p> <p>Sundays and Port Holidays shall be applicable to the key personnel mentioned above.</p> <p>For, any extension of the project period, the duration of key personnel shall be valid even during the extended period and the payment shall be made accordingly under same TOR as specified above.</p>	Key Personnel	Frequency of Visit	Total No of Visit	Team Leader / Project Manager	Once in a month	24	Civil Engineer	Stationed at KDS	NA	Mechanical Engineer	Stationed at KDS	NA	Electrical / Instrumentation Engineer	Stationed at KDS	NA	Environmental Health & Safety Engineer	Stationed at KDS	NA	Finance Cum Legal Expert	As Per Requirement	NA
Key Personnel	Frequency of Visit	Total No of Visit																				
Team Leader / Project Manager	Once in a month	24																				
Civil Engineer	Stationed at KDS	NA																				
Mechanical Engineer	Stationed at KDS	NA																				
Electrical / Instrumentation Engineer	Stationed at KDS	NA																				
Environmental Health & Safety Engineer	Stationed at KDS	NA																				
Finance Cum Legal Expert	As Per Requirement	NA																				

**NOTE:**

- (i) All the payments under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The IE shall be paid for the services rendered as per the TOR as per payment schedule given above.
- (ii) The GST as applicable from time to time will be reimbursed on production of documentary evidence.
- (iii) 10% (Ten per cent) of the monthly bill will be withheld on each payment. This has been earmarked as Final Payment to be made to the Consultant upon expiry of 6 months from the date of commercial operation of the Project as per Clause 6.3 (f) of Schedule.

## Annex-7

### Bank Guarantee for Performance Security (Refer Clause 7.1.2 of Section - 7)

To

The Chief Engineer,  
Syama Prasad Mookerjee Port Authority

In consideration of Board of Major Port Authorities of Syama Prasad Mookerjee Port (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... having its office at ..... (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no Dated ..... valued at Rs..... (Rupees .....), (hereinafter referred to as the "Agreement") Consultancy Services as Independent Engineer for the Project "Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis through PPP basis for a concession period of 30 years" Project at Syama Prasad Mookerjee Port, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs.\_\_\_\_\_(Rupees \_\_\_\_\_) to the Authority for performance of the said Agreement.

1. We,.....(hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs.....(Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_(Rupees .....).
3. We .....(indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
4. We,..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this

Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We,\_\_(indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We,.....(indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \_\_\_\_\_crore (Rupees \_\_\_\_\_crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [\*\*\* (indicate date falling 120 days after the date of this Guarantee)].
9. This BG Bearing No ..... dated ..... for Rs ..... shall be payable at ....., address....., KOLKATA, on submission of original bank guarantee for invocation without referring to issuing bank.

For.....

Name of Bank:

Seal of the Bank:

Dated, the ..... day of ....., 20

(Signature, name and designation of the authorized signatory)

NOTES:

- i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**SCHEDULE-2**  
**(See Clause 2.3.3 of Instructions to Applicants)**  
**Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - a) Authority and consultants:
    - i) Potential consultant should not be privy to information from the Authority which is not available to others; or
    - ii) potential consultant should not have defined the project when earlier working for the Authority; or
    - iii) potential consultant should not have recently worked for the Authority overseeing the project.
  - b) Consultants and concessionaires/contractors:
    - i) No consultant should have an ownership interest or a continuing business interest or an ongoing relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
    - ii) no consultant should be involved in owning or operating entities resulting from the project; or
    - iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.

Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

5. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example,

conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

6. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
7. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

# APPENDICES

APPENDIX-I  
TECHNICAL PROPOSAL  
(See Clause 2.1.3 of Instructions to Applicants)

Form-1  
**Bid submission Letter**  
(On Applicant's letter head)

Ref No. \_\_\_\_\_

Date \_\_\_\_\_

To

The Chief Engineer,  
Syama Prasad Mookerjee Port Authority,  
Kolkata

Sub: Appointment of Independent Engineer for engineering consultancy services for the Project "Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis through PPP basis for a concession period of 30 years" Reg.

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Independent Engineer for the Project "Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis through PPP basis for a concession period of 30 years" The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our 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 against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

- c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. 1,74,500 /- (Rupees One Lakh Seventy Four Thousand and Five Hundred only) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected or I/We are not short-listed or invited for second stage for submission of Financial Proposal.
16. I/We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-1 of the RFP. We agree not to seek any changes

in the aforesaid form and agree to abide by the same.

19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal has been submitted separately in online as per Appendix II. This Technical Proposal and the Financial Proposal, if any submitted in accordance with provision of this RFP shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Technical Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

**APPENDIX – I**  
**FORM 2**  
**PARTICULARS OF THE APPLICANT**

1	Title of Consultancy: ENGINEERING CONSULTANCY SERVICES AS INDEPENDENT ENGINEER
2	Title of Project: “APPOINTMENT OF INDEPENDENT ENGINEER (IE) FOR THE PROJECT “RE-CONSTRUCTION OF BERTH NO. 8 AND MECHANIZATION OF BERTH NOS.7 & 8 AT NSD OF KDS, SMPK ON DBFOT BASIS THROUGH PPP BASIS FOR A CONCESSION PERIOD OF 30 YEARS” AT KDS ,SYAMA PRASAD MOOKERJEE PORT KOLKATA”
3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
4	State the following:  Name of Company or Firm:  Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):  Country of incorporation: Registered address:  Year of Incorporation:  Year of commencement of business:  Principal place of business:  GST Registration, PF and ESI registration and Professional Tax Registration details:  Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Applicant:  Name:  Designation:  Company:  Address:  Phone No.:  Fax No. :  E-mail address:

5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>Name of Firm:</p> <p>Legal Status and country of incorporation</p> <p>Registered address and principal place of business.</p>
6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <ul style="list-style-type: none"> <li>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</li> <li>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</li> <li>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</li> <li>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</li> <li>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</li> </ul> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.</p> <p style="text-align: right;">Yes/No</p>

8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes / No</p>
---	--

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

**APPENDIX-I**  
**Form-3**  
**Statement of Legal Capacity**  
**(To be forwarded on the letter head of the Applicant)**

Ref.

Date:

To,  
The Chief Engineer,  
Syama Prasad Mookerjee Port Authority,  
Kolkata  
Dear Sir,

**Sub: Appointment of Independent Engineer for Engineering Consultancy Services for the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis Under PPP basis for a concession period of 30 years” at KDS ,Syama Prasad Mookerjee Port -regarding”**

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal\*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (insert Applicant’s name) will act as the Lead Member of our consortium.

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

Yours faithfully,

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

\*Please strike out whichever is not applicable

**APPENDIX-I**  
**Form-4**  
**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Independent Engineer for Engineering Consultancy Services for the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis Under PPP basis for a concession period of 30 years” Project at Syama Prasad Mookerjee Port (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE  
EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF.....,  
2025  
For .....

Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notarized  
Accepted

Signature, name, designation and address of the Attorney

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarized by a notary public.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**APPENDIX-I**  
**FORM-5**  
**Financial Capacity of the Applicant**  
**(Refer Clause 2.2.2 (B))**

	Financial Year	Annual Revenue (Rs.)
1	2022-23	
2	2023-24	
3	2024-25	
	Average	

**Certificate from the Statutory  
Auditor<sup>2</sup> (On the letterhead of the  
Statutory Auditor)**

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm with Date:

UDIN No:

Note:

1. Please do not attach any printed Annual Financial Statement

<sup>2</sup>In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**APPENDIX-I**  
**FORM-6**  
**Abstract of Eligible Assignments of the Applicant<sup>3</sup>**  
**(Refer clause 3.1)**

Sl. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. Lakhs)	Payment of pro-fessional fees received by the Applicant (in Rs. Lakhs)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

\*The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-6a of Appendix-I.

**Certificate from the Statutory Auditor<sup>4</sup>**  
**(On the letterhead of the Statutory Auditor)**

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the clients.

Name of the audit firm:

UDIN No:

Seal of the audit firm:

Date:

[Signature, name and designation of the authorized signatory]

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

<sup>3</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name

<sup>4</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**APPENDIX-I**  
**FORM-6a**  
**Eligible Assignments of Applicant**  
**(Refer Clause 3.1.4)**

Name of the Applicant	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. Lakhs):	
Payment received by the Applicant (in Rs. Lakhs):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

**APPENDIX – I**  
**Form-7**  
**Particulars of Key Personnel**

Sl. No	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		Eligible Essential Experience Assignments <sup>5</sup> as per clause 7.7.1 of Section 7
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Team Leader/Project Manager						
2.	Civil Engineer						
3.	Mechanical Engineer						
4.	Electrical / Instrumentation Engineer						
5.	Environmental Health & Safety Engineer						
6.	Finance-cum-Legal Expert						

<sup>5</sup> Refer Form 7a of Appendix 1 Experience of Key Personnel

**APPENDIX-I**  
**Form-7 a**  
**Abstract of Eligible Assignments of Key personnel<sup>6</sup>**  
**(Refer Clause 3.1)**

Name of Key Personnel:

Designation

Sl. No.	Name of Project <sup>7</sup>	Name of Client	Estimated capital cost of project (in Rs. Crs)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.

<sup>6</sup>Use separate Form for each Key Personnel

<sup>7</sup> The names and chronology of projects included here should conform to the project-wise details submitted in Form-7b of Appendix-I)

**APPENDIX-I**  
**Form- 7b**  
**Eligible Assignments of Key Personnel (Refer Clause 3.1.4)**

Name of the Key Personnel	
Designation of Key Personnel	
Name of the Project:	
Name of Consulting Firm where employed	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. Cr):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes:

1. Use separate sheet for each Eligible Project
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

**APPENDIX-I**  
**Form- 7c**  
**Curriculum Vitae (CV of Key Personnel)**

1. Proposed Position:
  2. Name of Personnel:
  3. Date of Birth :
  4. Nationality :
  5. Educational Qualifications :
  6. Employment Record :  
(Starting with present position, list in reverse order every employment held)
  7. List of projects on which the Personnel has worked  
Name of project Description of responsibilities
  8. Details of the current assignment and the time duration for which services are required for the current assignment
- Certification:
- a. I am willing to work on the Project and I will be available for entire duration of the project assignment as required.
  - b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place .....

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

- 1 Use separate form for each Key Personnel
- 2 The names and chronology of assignments included here should conform to the project-wise details submitted in Form-7a of Appendix- I.
- 3 Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

**APPENDIX – I**  
**Form-8**  
**Proposed Methodology and Work Plan**

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

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

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

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

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

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

**APPENDIX-I**  
**Form-9**  
**Deployment of Personnel**

Sl. No	Designation	Name	Man-Days (MD) at Project Site	Month Numbers																	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	..	..	..
1.	Team Leader/Project Manager																				
2.	Sr. Civil Engineer																				
3.	Sr. Mechanical Engineer																				
4.	Sr. Electrical / Instrumentation Engineer																				
5.	Environmental Health & Safety Engineer																				
6.	Finance-cum-Legal Expert																				
Total Man-days																					

Note : The “minimum total man-months required on site“ as indicated in clause 7.7.1 and Item-2 of BOQ in Form -2 of Appendix II shall be taken into consideration with respect to the deployment of each Key Personnel.

RFP for selection of Independent Engineer for the Project” Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis through PPP ”

**APPENDIX-I**  
**Form-10**  
**Proposal for Sub-Consultant(s)**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
Person who will lead the Sub- Consultant Name: Designation: Telephone No. Email				
4. Details of Firm's previous experience				
Name of work	Name, address and telephone no. Of Client	Total value of services performed	Duration of services	Date of Completion of Services
1				
2				
3				

(Signature and name of the authorized signatory)

Note:

1. The Proposal for Sub-consultant(s) shall be accompanied by the details specified in Forms 7c and 9 of Appendix-I.
2. Use separate form for each Sub-Consultant

**APPENDIX-I**  
**Form-11**  
**DRAFT INTEGRITY PACT**

(The Integrity Pact agreement shall be executed by the contractor post award in Rs 100/- on non judicial stamp paper. Bidders shall enclose digitally signed format of integrity pact with original financial instrument along with the bid)

**GENERAL**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

**BETWEEN**

Syama Prasad Mookerjee Port , represented by the Chairman, Syama Prasad Mookerjee Port , Kolkata hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

**AND**

..... represented by Shri  
..... hereinafter referred to as “The BIDDER / CONTRACTOR”.

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for  
.....  
(Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an External Independent Monitor who 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 the currency of the contract to be entered into with a view to:- Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, 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 also 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.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

**Commitments of the PRINCIPAL/EMPLOYER**

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER / CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman cum Managing Director / Chief Vigilance Officer of Syama Prasad Mookerjee Port any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

#### Commitments of the BIDDER / CONTRACTOR

The Bidder / Contractor 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 post contract stage.

- i. The Bidder /Contractor will not enter with other Bidder / Contractors 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 bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes 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.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer or otherwise in procuring the Contract or forbearing

to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
- vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- viii. The Bidder / Contractor, either while presenting the bid or during pre- contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the

officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer.

Previous Transgression:

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process.

If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the  
  
PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER /

CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.

- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.
- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

#### Fall Clause

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

## Independent Monitors

The Principal/Employer has appointed two Independent External Monitors (hereinafter referred to as Monitors)

1. Mr. \_\_\_\_\_  
Mobile : +91- \_\_\_\_\_  
Email: \_\_\_\_\_

2. Mr. \_\_\_\_\_  
Mobile : +91- \_\_\_\_\_  
Email: \_\_\_\_\_

- (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 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 project / procurement, including minutes of meetings.
- (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.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. 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 Project 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 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.
- (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 Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 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.

Facilitation of Investigation

In case of any allegation of 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 and the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL / EMPLOYER.

Other Legal Actions

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

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the 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 the Syama Prasad Mookerjee Port. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Equal treatment of all Bidders / Contractors /Sub-Contractors

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

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.  
The Principle  
Name of the Officer \_\_\_\_\_ Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Place:

Date:

Date :

**APPENDIX-II  
FINANCIAL PROPOSAL  
Form-1**

**Covering Letter**

**(On Applicant's letter head)**

Reference No.

Date : \_\_\_\_\_

To  
The Chief Engineer,  
Syama Prasad Mookerjee Port Authority

Dear Sir,

**Sub.: Appointment of Independent Engineer (IE) For the Project “Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 At NSD of KDS, SMPK On DBFOT Basis through PPP basis for a concession period of 30 years” at KDS, Syama Prasad Mookerjee Port.**

I/We have perused the tender document for subject assignment containing Terms of Reference in Section-7 and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the ‘Tender Document’.

Our price offer indicated in Form-2 of Appendix - II is inclusive of all taxes and duties except GST but including incidentals, overheads, travelling expenses, sundries, etc. required for execution of this assignment covering scope as stipulated in “Terms of Reference” (specified in Section-7 of this RFP and as detailed in the Concession Agreement of Re-Construction of Berth No. 8 and Mechanization of Berth Nos.7 & 8 project). This offer is valid for a period of 120 days from the bid due date.

I/We agree to accept the payment as per the schedule given in Annexure-6 of Schedule-I.

I/We also noted that all the payments under this contract will be made only in Indian Rupees and that the GST as applicable from time to time will be reimbursed on production of documentary evidence.

Date: Witness :

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

For and on behalf of \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**APPENDIX-II**  
**(See Clause 2.1.3)**  
**Form-2**  
**Financial Proposal**

**BILL OF QUANTITIES**

SL NO	ITEM DESCRIPTION	UNIT OF MEASUREMENT	QUOTED AMOUNT (INR EXCLUDING GST)
1	Quote for Review of the Designs and drawings & approval etc. upto Issuance of completion certificate by Syama Prasad Mookerjee Port, as detailed below:	LUMP SUM	<b>Bidders are requested not to quote here. It is requested to quote on-line only</b>
2	Quote for payment for the services of Inspection of the Construction as per TOR during Construction Phase.	LUMP SUM	
<b>TOTAL L.S QUOTE IN FIGURE:</b>		<b>Not to be quoted here. It is requested to quote online only.</b>	
<b>TOTAL L.S QUOTE IN WORD:</b>		<b>Not to be quoted here. It is requested to quote online only.</b>	
<b>Percentage of GST Applicable</b>		<b>To be mentioned by the applicant here</b>	

Note :

1. No escalation on any account will be payable on the above amounts during the entire contract period.
2. The payment for the above items in BOQs will be paid as per the Payment schedule indicated in Annexure-6 of Schedule-1 of this tender.
3. All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.
4. Each man-month to be converted into 30 man-days.
5. The GST as applicable from time to time will be reimbursed.
6. Total lump sum quote shall be taken for evaluation of the bid.