



श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Formerly Kolkata Port Trust

श्यामा प्रसाद मुखर्जी पोर्ट, कोलकाता
Syama Prasad Mookerjee Port, Kolkata
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No.Admn/Misc/Call-Centre

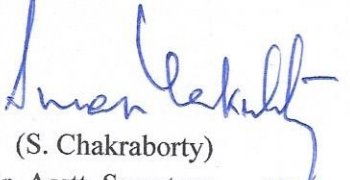
Date: 11.10.2021

ADDENDUM/CORRIGENDUM - II

Tender Reference No.: Admn/T/178 dated 21.09.2021

Name of Work :- SETTING UP AN INTEGRATED HELP DESK SOLUTION AT SYAMA PRASAD MOOKERJEE PORT, KOLKATA FOR A PERIOD OF SIX MONTHS

Replies / Clarifications of SMP, Kolkata to the Pre-Bid queries received till EOD 7.10.2021 is provided hereunder. Information given as “Replies/Clarifications of SMP, Kolkata to the Pre-Bid Queries” (attached), will form part of the NIT addendum/corrigendum. All other aspects of the NIT shall remain unchanged.


(S. Chakraborty)
Sr. Asstt. Secretary
For Secretary-I/c 11/10/21

Replies/Clarifications of SMP, Kolkata to the Pre-Bid Queries in respect of Admn/T/178 dated 21.09.2021

Queries from Potential Bidder 1

Sl. No.	Clause No. / Page No.	Existing Provisions	Bidder's Queries	Replies/Clarifications of SMP, Kolkata
1.	16.2, Page No.16	The call center shall be started with 2 operators per shift for 24 hours a day and 7 days a week	365 Days Support. What about national & Local holiday	As per NIT. Helpdesk should also be available on National & Local holiday
2.	16.3, Page No.16	Pilot project duration: 6 Months from the date of Go Live	after 6 month, what is the duration of the engagement	The instant NIT is for 6 months only.
3.	16.4, Page No.16	The service provider has to make provision for a dedicated helpline number and email for this purpose.	Toll-free or Toll number	Toll Number
4.	23.0,Page No.20	Without being liable for any compensation to the SP, the Trustees may, in their absolute discretion, terminate the contract after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, shall be final, binding and conclusive:	Such termination should be mutually discussed with the Bidder and proper notice of termination should be given along with full release of payment for work done and for any loss that the bidder may suffer due to such termination for convenience.	Notice period for termination will be 3 months. Rest of SMPK conditions will remain unchanged.
5.	16.15 CONFIDENTIAL INFORMATION, SECURITY AND DATA:19	The SP will promptly on the commencement of the contract period supply to SMP, Kolkata the following: a. Information relating to the current services rendered and performance data relating to the performance of sub-contractors in relation to the services; b. Documentation relating to Project's Intellectual Property Rights; c. Project data and confidential information; d. All other information (including but not limited to documents, records and agreements) relating to the services reasonably	Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the	Suggestion is agreed to and added at the end of the concerned clause. Rest of SMPK conditions will remain unchanged.

		<p>necessary in relation to the services under this NIT. If there is any update and changes made during the contract, SP needs to submit the revised documents during the contact period.</p>	<p>assignment as mentioned in this proposal. The term "Confidential Information" as used herein means any information or documents disclosed by one party to the other party orally, and which is reduced to writing within a period of 3 days of the disclosure or in writing or including but not limited to any written or printed documents, samples, model, technical data/know-how, drawings, photographs, specifications, standards, manuals, reports, formulae, algorithms, processes, information, lists, trade secrets, computer programs, computer software, computer data bases, computer software documentation, quotations and price lists, research products, inventions, development, processes, engineering techniques, strategies, customers, internal procedures, employees and business opportunity and clearly identified and marked as "Confidential Information". The data contained herein shall not be disclosed, duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided that, a contract is awarded to this proposal as a result of, or in connection with the submission of this data. Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the contract. This confidentiality restrictions shall be for the term of the resultant contract and for a period of two years thereafter. This restriction does not limit the right to use information contained in the data</p>	
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			<p>if it:</p> <p>a. Is obtained from another source without restriction.</p> <p>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>c. becomes generally known to the public without violation of this Proposal;</p> <p>d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</p> <p>e. is required to be provided under any law, or process of law duly executed.</p>	
6.	23.0 Termination of Contract; 21	At any time during the contract period including extension period (if any), where assets pertaining to the services under this NIT are located at the SP's premises, the SP will be obliged to give rights of access to (or, in the case of Assets located on a third party's premises) SMP, Kolkata, and/or any authority/organisation/party, approved by SMP, Kolkata in order to make an audit and study of the assets/ systems.	Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours. The audit shall not be permitted if it interferes with SP's ability to perform the services in accordance with the service levels, unless SMP, Kolkata relieves SP from meeting the applicable service levels. The SMP, Kolkata shall not have access to the proprietary data of, or relating to, any other customer of the SP, or a third party or the Bidder's cost, profit, discount and pricing data. Further, SMP, Kolkata shall not appoint any competitors of SP as auditors.	<p>“The SMP, Kolkata shall not have access to the proprietary data of, or relating to, any other customer of the SP, or a third party or the Bidder's cost, profit, discount and pricing data. Further, SMP, Kolkata shall not appoint any competitors of SP as auditors” – added at the end of the concerned clause.</p> <p>Rest of SMPK conditions will remain unchanged.</p>
7.	18.1 Penalty Clause:20	In case there is any software, Application, Cloud related failure of the solution the same should be attended and rectified within 2 hours from written	Penalty damages shall be 0.5% of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall	SMPK conditions will remain unchanged.

		communication to the SP. In case the failure is not rectified within 2 hours, the SP will have to pay to the trustee penalty from 3rd hour onwards an hourly proportionate value of the monthly payment.	be levied only if the delay is for reasons solely and entirely attributable to SP and not for delay due to reasons attributable to SMP, Kolkata and/or its other vendors or due to reasons of Force Meajure.	
8.	23.0 Termination of Contract; 21	<p>23.1 Without being liable for any compensation to the SP, the Trustees may, in their absolute discretion, terminate the contract after giving him a minimum one month's notice in writing, due to occurrence of any one or more of the following reasons and the decision of the Trustees in this respect, shall be final, binding and conclusive:</p> <p>a) If the SP fails to commence operation within 30 days from the date of issue of 'Work Order'. However, SMP Kolkata shall have the discretion to grant additional time if it is satisfied that the grounds for delay are beyond the control of the Contractor.</p> <p>b) The SP has abandoned the contract.</p> <p>c) The SP has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving a written notice to proceed with the work.</p> <p>d) The SP is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.</p> <p>e) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the SP to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the</p>	<p>Provided the risk and expenses is solely attributable by SP an the same does not exceeds 5% of the total delayed services or deliverables.</p> <p>Notwithstanding the above, SP may terminate this Agreement for cause if SMP Kolkata materially breaches this Agreement, provided SP gives SMP Kolkata notice of such breach and it remains uncured after 30 days following notice.</p> <p>If any amount due and payable by SMP, Kolkata under the Agreement is more than 30 days overdue; and there is no dispute between SMP Kolkata and SP in relation to that amount, SP may issue to SMP Kolkata a notice that payment is overdue. If SMP Kolkata fails to pay SP within 7 days after the date of such notice, SP may by a further notice to SMP Kolkata terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	SMPK conditions will remain unchanged.

		<p>obtaining or to the execution of the contract.</p> <p>f) The SP is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.</p> <p>23.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the SP's risk and expense and the SP shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the SP, had he duly completed the whole of the work in accordance with the contract.</p>		
9.	26.0 Force Majeure; 22		<p>If such an event lasts for a continuous period of thirty (30) days, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However SP shall be entitled to receive payments for all services rendered by it under this Agreement.</p>	<p>SMPK conditions will remain unchanged.</p>
10.	27.0 Interpretation of contract documents, disputes and arbitration; 22	<p>27.1 In all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract, the decision of the Engineer shall be final binding on all parties to the</p>	<p>Same</p>	<p>Nothing suggested by the bidder.</p> <p>SMPK conditions will remain unchanged.</p>

		<p>contract and shall forthwith be given effect to by the Contractor.</p> <p>27.2 If the SP is dissatisfied with any such decision, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman or BoT, SMP, Kolkata for taking a view on the dispute.</p> <p>27.3 If there is still no settlement as mentioned at Clauses – 27.1 & 27.2, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 including all amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. In respect of dispute resolution through Arbitration, the Arbitrator will be appointed by the Chairman, SMP, Kolkata from the list of the empanelled Arbitrators of SMPK. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the other party within 60 days. If the other party fails to appoint its Arbitrator, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996, including any amendment thereof.</p> <p>27.4 Notwithstanding anything contained herein above, Employer also reserve the right to invoke arbitration in all disputes, matters, claim demands or questions arising out of or connected with the interpretation of the contract including the meaning of Specifications, Drawings & Instruction or as to</p>		
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		<p>the quality of workmanship or as to the materials used in the work or the execution of the work whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract etc.</p> <p>27.5 The place/ jurisdiction of arbitration shall be in Kolkata, West Bengal, India.</p> <p>27.6 The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid equally by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the successful Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.</p> <p>27.7 Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.</p> <p>27.8 The request for arbitration, the answer to the request, the terms of reference, any written submission, any order and ruling shall be in English language and if oral hearings take place, English shall be the language to be used in the hearing.</p> <p>27.9 Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction</p>		
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11.	Annexure-I BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD; 26	<p>i. That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject tender and no EMD being deposited for the said tender.</p> <p>ii. That in the event we withdraw/modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a performance security within the given timeline OR I/we commit any other breach of tender conditions which attracts penal action of forfeiture of EMD then I/we will be suspended from being eligible for bidding/award of all future contract(s) of Syama Prasad Mookerjee Port, Kolkata for a period of two years from the date of committing such breach.</p>	<p>i. That I/we have availed the benefit of waiver of EMD while submitting our offer against the subject tender and no EMD being deposited for the said tender.</p> <p>ii. That in the event we withdraw/modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a performance security within the given timeline OR I/we commit any other material breach of tender which attracts penal action of forfeiture of EMD then I/we will be suspended from being eligible for bidding the current contract of Syama Prasad Mookerjee Port, Kolkata.</p>	SMPK Annexure – I will remain unchanged.
12.	Appendix - 3 Covering Letter; 30	<p>I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at SYAMA PRASAD MOOKERJI PORT, KOLKATA.</p> <p>2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.</p> <p>3. I/We shall make available to SYAMA PRASAD MOOKERJI PORT, KOLKATA (hereinafter referred to as SMP, Kolkata) any additional information it may find necessary or require to supplement or authenticate the Tender</p> <p>4. I/we acknowledge the right of SMP, Kolkata</p>	SAME	<p>Nothing suggested by the bidder</p> <p>SMPK conditions will remain unchanged.</p>

		<p>to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.</p> <p>5. I/we also certify the following</p> <p>a. I/we have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind</p> <p>b. I/we certify that in the last three years, I/We 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, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.</p> <p>6. I/we declare that:</p> <p>a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMP, Kolkata thereon.</p> <p>b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.</p> <p>7. I/we understand that SMP, Kolkata reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.</p> <p>8. _____ (Name of Tenderer) hereby undertakes that</p>		
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		I/we will abide by the decision of SMP, Kolkata in the matter of examination, evaluation and selection of successful tenderer and shall refrain from challenging or questioning any decision taken by SMP, Kolkata in this regard.		
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Queries from Potential Bidder 2

Sl. No.	Clause No. / Page No.	Existing Provisions	Bidder's Queries	Replies/Clarifications of SMP, Kolkata
	Tender document / 6.1.d / Page-8		Which document is to be furnished for the Treasury Receipt (TR) of the cost of bid document	Kindly see relevant sections related to Cost of Tender document/Tender fees in the NIT
			Clarity on DSC(Digital Signature Certificates) prerequisites.	Kindly contact eNivida Helpdesk (as given below) for any query related to e-tendering. Phone No. 011-49606060/ 8448288985/ 9355030620/ 8448288981 Mail id: - enividahelpdesk@gmail.com/ ewizardkumar@gmail.com
			Is All India Trade License acceptable, or do we need to furnish something exclusive for the Kolkata region?	Kindly furnish existing document under your possession
			We are not certified with CMMI-SVC	NIT provisions will have to be adhered to.
			Clarity on Bank guarantee and EMD terms.	EMD is not applicable. Only Bid Security Declaration is required. The Security Deposit (SD) is 3% of contract value and not Rs. 1,69,800/-. SD is acceptable in Bank Guarantee only if the SD value is Rs. 5 lakhs and above. Otherwise same is to be submitted in Demand Draft.
			Our office set-up in Kolkata is in-progress and currently we are not having any documents	NIT provisions will have to be adhered to.

During the Pre-Bid Meeting, a **third potential bidder attended**, who did not raise/provide any query.