

SYAMA PRASAD MOOKERJEE PORT(SMP), KOLKATA

(ERST. KOLKATA PORT TRUST)

Request For Proposal For Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land under Kolkata Dock System of SMP, Kolkata.



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NIT No.SMP/KDS/LND/66-2020

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Syama Prasad Mookerjee Port (SMP), Kolkata or any of its employees or advisers, is provided to bidders 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 SMP, Kolkata to the prospective bidders 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 SMP, Kolkata in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for SMP, 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 Bidder 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 bidders 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. SMP, Kolkata accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

SMP, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 any way in this Selection Process.

SMP also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any bidder upon the statements contained in this RFP.

SMP 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 SMP, Kolkata is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and SMP, Kolkata reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder 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 SMP, Kolkata or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and SMP, Kolkata shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

DATA SHEET

Sr. No.	ITEMS	DETAILS
1	Name of the project	NITNo. SMP/KDS/LND/66-2020– RFP for Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land under Kolkata Dock System of SMP, Kolkata.
2	Area proposed for Concept design	4122acres (approx.)
3	Area proposed for Detailed Master plan, Infrastructure design, Marketing Strategy and Implementation Road Map	429 acres (approx.)
4	Last Date of submission of queries	13.11.2020
5	Date of Pre- Bid Meeting	17.11.2020
6	Reply of queries	26.11.2020
7	Proposal Due Date	10.12.2020
8	Presentationon approach, Methodology and Concept design and Financial Proposal	To be intimated later
9	Bid Processing fee (Cost of Tender Document)	Rs. 5,900/-
10	Bid Security	INR 21.8 Lakhs
11	Evaluation method	QCBS
12	Period of Consultancy	60 months
13	Submission of Proposal	Complete proposal including Technical proposal and Financial proposal to be submitted online by proposal due date.

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Section 1

INTRODUCTION

1. BACKGROUND

1.1 OVERVIEW

Syama Prasad Mookerjee Port, Kolkata (erstwhile Kolkata Port Trust) is the oldest operating port in India in the state of West Bengal. SMP has two Dock complexes namely Kolkata Dock System (KDS) and Haldia Dock Complex (HDC). SMP enjoys vast unchallenged hinterland consisting of states of Northeast India, Uttar Pradesh, Bihar, West Bengal, Jharkhand and Chhattisgarh. The hinterland of SMP also extends across international borders to Nepal, Bhutan and Bangladesh.

Both the Kolkata Dock and Haldia Dock are riverine in nature and located on the river Hooghly in the State of West Bengal. The Kolkata Dock System (KDS) is situated at Latitude 22° 32' N, Longitude 88° 18' E in the city of Kolkata, while Haldia Dock Complex (HDC) is located at Latitude 22° 02' N and Longitude 88° 05' E at about 104 km downstream of KDS.

The traffic at SMP has been showing steady growth over last five years with a CAGR of 8.75%. The cargo traffic at SMP is steadily rising and reached 57.89 Million Tonnes in the year 2017-18 from 41.39 Million Tonnes in 2013-14.

Also being the oldest port of the country, the Kolkata Dock System under Syama Prasad Mookerjee Port, Kolkata has a vast chunk of land of approximately 4543 acres, spreading across several districts of West Bengal. There are around 3000 tenants including big industries. A good number of such tenancies have historical background dated back more than decades whereas a vast holding of land along the river Hooghly and also in the heart of the city of Kolkata are presently derelict and abandoned as with time port activities changed and shifted as port became less land intensive.

Management of land assets of major port has been engaging the attention of the Government for a long time. The Land Policy Guidelines last circulated in 2014 and clarification orders issued in 2015/2018/2019 have been examined and reviewed further. After detailed deliberation, Indian Port Association (IPA) has forwarded a proposal to the Ministry pursuant to which a discussion was held on 24.6.2020 at PMO on **Policy Guidelines for Land Use and Management for the Township Areas of Major Port, 2020.**

Therefore, the issues which are being faced in respect of lands holdings under Major Ports exhibits dilapidated structures, encroachments, expired leases, breaches/unauthorized transfers, resistance to revision of rents, slums, etc. This scenario highlights the available opportunity of development of some of the estate lands adopting objectives of Smart Cities for optimum utilization of the scarce land resource. Features of the proposed Land Policy guideline inter alia are:

1. Preparation of a Master Plan covering Custom Bond Area, Port & Port Allied Area and Township Area;
2. Preparation of detailed land use plan for Township Area and Redevelopment Area;
3. Allotment of fresh leases and licenses through e-Tendering;
4. Renewal of expired leases and licenses;
5. Rehabilitation scheme for the development of redevelopment areas.

Thus, to drive SMP's ability to growth, it has become imperative for the port:

- a) To develop SMP, both KDS and HDC as Intelligent and Green port of global recognition
- b) To utilise the part of the port land for other than the port and port allied activities
- c) To unlock commercial value of its land asset which is currently untapped
- d) To take into consideration that Kolkata's population has also grown tremendously and there are aspirations of the city to meet its needs for lung space, marina, river front walkways, promenades, water sports, plazas, floating restaurants, public transport such as roads, water, metro, rail, parking places,

cycling tracks, entertainment hubs, heritage tourism places, theatres, convention centre, marine museum etc.

- e) To create the area as international destination for recreation, tourism along with mixed land use with world class smart infrastructure.
- f) Acceptable proposal to all the stakeholders, authorities and concerned agencies

While preparation of the Master Plan and Detailed design, the consultant is expected to incorporate the various learning's in terms of urban and regional planning during the Covid 19 crisis. Some of the key lessons learnt were:

- We need to overcome the binary urban rural thinking by planning and managing city regions with urban-rural-nature continuum thereby reinventing Regional planning
- We need a Green Recovery of the pandemic crisis: people centred, health and nature based practical urbanism with city-regional, carbon-neutral planning and smart governance
- We need to sow seeds of incremental change in the cracks of the broken system: a return to pre-covid 'normalcy'
- We need to reinvent civic engagement in urban and regional development

Also, SMP is currently undergoing implementation of Land Records Modernisation Programme involving survey/resurvey of land using modern technology, computerization of land records, digitization of maps and integration of all these into a seamless system with the ultimate goal of ushering in the system of conclusive titles with title guarantee through a consultant.

SMP has also appointed another consultant for preparation of the Port Master Plan for both Kolkata Dock System and Haldia Dock Complex to study the potential hinterland for the purpose of movement of EXIM and Coastal Cargo to and from HDC and KDS separately. The Master Plans proposed implementing the Capacity augmentation and rationalization of HDC and KDS and competences to be developed in HDC and KDS to complement each other and also provide value to consumer in phases during the period up to 2035.

1.2 PROJECT

SMP has approximately 4543 acres of land under KDS which comprise of 1480 acre under Port own use, 421 acres under Custom bond and remaining land of 2642 acre. This remaining 2642 acres of land includes Township, lease lands, vacant industrial land and other miscellaneous uses. The entire area under estate of KDS has been reorganised keeping in mind the provisions of upcoming Policy guideline and future potential of development and thus divided into three parts based on proposals of Ministry of Shipping as:

- i) Custom Bonded Area - area within the dock boundary which is fixed
- ii) Port & Port Allied Area – area on Port land which is used for Port related activities and industry
- iii) Township Area – all area which is not in the above two categories. This area can be developed as a Township and monetized by the Port, as well as provide for the real estate demands of neighboring city/town. This policy aims to resolve all the existing issues on the lands such as unauthorized breaches, encroachments, transfers, litigations, etc.

In respect of KDS, the land outside the Custom bonded area or not under port's own use has the potential to be developed and monetized by the Port. This Township area is to be further divided into:

- a. Redevelopment Area: Area of Township Land which will be redeveloped on Smart GreenCity principles
- b. Renewal Area: Renewal of leases and licenses to existing lessees/licensees in Non-Redevelopment Areas
- c. Rehabilitation Area: Area which will be used for rehabilitation of existing slums, unauthorised tenants, encroachments etc. from redevelopment area

SMP, Kolkata has done a tentative demarcation of the land area under Port & Port allied use and Township use keeping the area under Custom bonded as fixed, which is as follows:

A. Custom Bonded Area	– 421 Acres
B. Port and Port Allied Area	– 2413 Acres (Tentative±20%)
C. Township Area	– 1709 Acres (Tentative±20%)
TOTAL	- 4543 Acres

The tentative proposed Township area of 1709 acres has been spatially distributed based on location into 4 categories. Refer Appendix VI for Map of proposed Township area.

- i. Near Dock Area : 1067 Acres
- ii. Kolkata Other Area : 101 Acres
- iii. Howrah Area : 169 Acres
- iv. Outstation : 372 Acres

Table 1: Tentative proposed Township area distribution

SL NO	TOWNSHIP	ACRES
1	NEAR DOCK	1067
1.1	TT SHED RIVERFRONT	32
1.2	TARATALA TOWNSHIP	967
1.3	BOAT CANAL	36
1.4	REMOUNT ROAD	7
1.5	PORTLAND PARK	15
1.6	RIVERFRONT SHIP REPAIR YARD	10
2	KOLKATA OTHER AREA	101
2.1	STRAND ROAD	83
2.2	COSSIPORE	18
3	HOWRAH	169
3.1	SHIBPUR	43
3.2	RAMKRISHNAPUR	32
3.3	HOWRAH QTRS	4
3.4	TIMBERPOND	70
3.5	SHALIMAR	20
4	OUTSTATION	372
4.1	ROYCHAK	107
4.2	MOYAPUR	23
4.3	HOOGHLY POINT	10
4.4	BONKAR DOPADI	27
4.5	BEGUAKHALI	26
4.6	DAKSHIN RAIPUR	40
4.7	BUDGE BUDGE	111
4.8	OTHER	28
TOTAL		1709

However, the area under Port & Port allied use and Township may change subject to study of existing land holdings, Landuse, ground condition and to be delineated and finalized by the consultant during preparation of Conceptual Master Plan.

SMP has therefore, identified an area of approx. 2413 acres for development of Port & Port allied activities and 1709 acre for Township development to harness the potential of the land as mentioned above upon studying the existing and future projected traffic plan, mobility plan and port extension. This is a Brown field Project. SMP intends to prepare a Conceptual Master Plan of 4122 acres land of KDS for Port development, Port allied development and Township development. Out of 1709 acres Township zone, approximately 429 acres of land has been proposed for redevelopment. SMP therefore intends to develop this 429 acres as Kolkata Port Township Complex I (KPT Complex I) and prepare a detailed master plan. The project also includes detailed infrastructure design, Urban design and landscape proposals and marketing and marketing strategy, financial strategy and implementation strategy through SMP / through private participation of the detailed master plan.

The following table gives the breakup of the tentative proposed Township Redevelopment Area.

LOCATION	ACRES
Kolkata other areas (A)	48
Strand Road	29
Baghbazar Warehouse/Quarters	1
Cossipore	18
Howrah area (B)	37
Howrah Quarters	4
Timberpond	3
Howrah Riverfront (Shibpur & Ramkrishnapur)	30
Near Dock area (C)	344
CPT Colony Taratala	50
Nature Park	145
Other areas on Taratala Road (Approximate)	55
Boat Canal	36
Remount Road	7
Brooklyn Quarters Complex	51
Total (A+B+C)	429

It is with these broad objectives that Syama Prasad Mookerjee Port, Kolkata wishes to secure the services of an eminent Technical consultant having profound experience in Urban planning, Architecture, Water Front Development, Environment & Infrastructure, Traffic and Transportation, Engineering, PPP and Real Estate marketing capabilities.

1.3 SCOPE OF WORK

The consultants shall develop a Vision and Conceptual Master Plan for the land parcels under Kolkata Dock System (KDS) comprising of Port & Port allied areas and Township area other than the Custom bonded area (Approx. 4122 acres) and detailed Master Plan, Infrastructure design, Investment & Marketing Strategy and Business Development plan for developing the Township Redevelopment area (Approx. 429 acres) available with Syama Prasad Mookerjee Port (SMP) for Township, other than the port activity such as waterfront site with commercial, residential, business, offices, entertainment, retail & hospitality and community development projects etc. The consultant shall manage the project, through the process of identification of sub-projects with specific goals and schedules. SMP also requires support from the consultant to manage the process of awarding the projects for tendering. The Consultants will have to interact with all the stakeholders and authorities to obtain their consensus for approval of the Plans at various stages and quick implementation of the project.

Detailed scope of work is given in Section 5 - Appendix I.

1.4 OBJECTIVES:

The proposed project should meet the following objectives:

- (a) To ensure that Port's land resources are put to optimum use with focus on retaining/attracting port traffic,
- (b) The activities should not be conflicting to port activity and should not affect any of its operation; on the other hand they should complement the port activities
- (c) To utilise Port's land for making Kolkata a desired Global Recreational and Tourism destination,
- (d) Create a landmark / Iconic site for the city of Kolkata and India, with Plazas, shopping arcades, pedestrian and bicycle friendly environment,
- (e) Provide for community, entertainment sites to improve city environment and life and meet the aspirations of Kolkata city,
- (f) Provide for best in class transportation and logistics infrastructure,
- (g) Propose a mix of business, office, commercial, retail, and entertainment & community projects. The site should drive commerce, tourism and also create spaces for community recreation and engagement.
- (h) Ensure energy & environment sustainability, propose energy efficiency solutions, encourage use of renewable energy and meet all environment guidelines,
- (i) Aim for ZERO discharge of all the effluents.
- (j) Promote use of latest "smart" technology in port operations, traffic and transportation, communication, energy efficiency, safety and disaster management systems, and maintenance and operation of services.
- (k) Revitalize the Hooghly river bank of the city of Kolkata into an active lifestyle centre with an integrated live, work, play environment, converting the present area into very vibrant atmosphere.
- (l) Maximum Utilisation of the potential of Land
- (m) Self-sustainable development with full cost recovery.

1.5 REQUEST FOR PROPOSAL:

SMP wishes to invite bids from eligible consulting firms for NIT No. **SMP/KDS/LND/66-2020** RFP for **"Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land under Kolkata Dock System of SMP, Kolkata"** hereinafter called as "The Services". SMP, Kolkata intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein in two stages. The Consultancy proposal is to be submitted in two cover system. The first cover shall contain "Technical proposal" and second cover the "Financial proposal". The Evaluation process shall be "Quality Cum Cost Based Selection".

Section 2

INSTRUCTIONS TO BIDDERS

2. INSTRUCTIONS TO BIDDERS

2.1 DUE DILIGENCE BY BIDDERS

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to SMP, Kolkata and the Project site, sending written queries to SMP, Kolkata, and attending a Pre-Bid Meeting on the date and time specified in this document.

2.2 SALE OF RFP DOCUMENT

Bid Documents can be downloaded from the e Tender portal during the period specified in this document by making online requisition. Demand Draft /Pay Order/Banker's Cheque of Rupees 5900 + GST drawn in favour of the Estate Manager Syama Prasad Mookerjee Port, Kolkata towards the cost of Bid Document, shall be submitted at the time of submission of Bids. The scanned copies towards the cost of the Bid documents, in the manner indicated above, shall be attached with the e-Tender, without fail.

2.3 VALIDITY OF PROPOSAL:

The proposal shall be valid for a period of 120 days from the opening of Technical bid.

2.4 BRIEF DESCRIPTION OF THE SELECTION PROCESS:

SMP, Kolkata has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising Technical and Financial bid to be submitted. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1.6. Based on the technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.1.6.2. The bidders who are selected as per clause 3.1.6.2 shall be called for the presentation of their concept design before an Evaluation Committee appointed by SMP, Kolkata. The evaluation committee shall allocate marks for Proposed for Approach and Methodology, Concept design and presentation according to the Evaluation Criteria as specified in Clause 3.1.6.3.

In the next stage, a financial evaluation will be carried out as specified in Clause 3.1.7. QCBS procedure shall be adopted with 70% weightage to Technical Evaluation and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.1.9. The first ranked bidder shall be selected for negotiation (the "Selected Bidder") while the second and third ranked Bidder will be kept in reserve. The number of short listed consultants should not be less than three.

2.5 PAYMENT:

All payments to the Consultant shall be made in INR excluding GST in accordance with the provisions of this RFP.

2.6 SCHEDULE OF SELECTION PROCESS:

SMP, Kolkata would endeavour to adhere to the following schedule:

Sr. No.	Activity	Schedule
i)	Download of Bid Documents	From 03.11.2020(from 10-00 hrs.) to 10.12.2020(Upto 14-00 hrs.)
ii)	Last date of receiving queries	13.11.2020
iii)	Pre-bid meeting	On 17.11.2020 at 1500 hrs.(IST).
iv)	Proposal Due Date	Till 15-00 hrs. (IST) on 10.12.2020.
v)	Opening of Technical bid	At 15-00 hrs. (IST) on 11.12.2020
vi)	Presentation on Approach, Methodology and Concept Design	To be informed
vii)	Opening of Financial bid	To be informed

2.6.1 Pre-Proposal Visit to the Site and Inspection of Data:

Prospective bidders may visit the site and review the available data at any time prior to Proposal Due Date. To obtain first-hand information on the assignment and on the local conditions, consultants are advised to pay a visit to the project site before submitting a proposal. Visit to site will be with valid Dock Entry Permit to be issued by concerned department of the SMP, Kolkata upon written request from the Consultants giving particulars of visiting personnel.

SMP, Kolkata may arrange a site visit for a group of bidders, if they desire so.

2.6.2 Pre-Bid Meeting:

The Pre-Bid Meeting shall be as conducted online and the link for the meeting, date and time shall be intimated later through SMP website and CPP portal:

website: www.kolkataporttrust.gov.in

CPP Portal: <https://eprocure.gov.in/eprocure/app>

2.6.3 Presentation of Concept Design:

The date, venue and time for the Presentation of Concept Design shall be informed to the eligible bidders at a later date.

2.6.4. Communications:

All communications should be addressed to:

The Estate Manager,

Syama Prasad Mookerjee Port

15, Strand Road, Kolkata - 700 001

Tel No. (91-033) 2210-7364, 7101-2012, 7101-2242

Fax No. : (91-033) 2210-7364

Email : estate[dot]manager[at]kolkataporttrust[dot]gov[dot]in

2.6.5. Website address:

The Official Website of SMP, Kolkata is: [http:// www.kolkataporttrust.gov.in](http://www.kolkataporttrust.gov.in)

2.7 GENERAL INSTRUCTIONS:

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case any bidder possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term bidder means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the SMP, Kolkata through the Selection Process specified in this RFP.

Bidders 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 SMP's decisions are without any right of appeal whatsoever.

The bidder shall submit its Proposal in the form and manner specified in this Clause 2.2 of the RFP. The Technical proposal shall be submitted in the forms at Section-6, Forms 1 to 13 along with Key Submissions & Approach & Methodology & Concept Design as specified in clause 2.21.10 and the Financial Proposal shall be submitted in the forms 14A & 14B at Section - 6 as specified in clause 2.21.11. Upon selection, the bidder shall be required to enter into an agreement with SMP, Kolkata in the form specified at Appendix-IV.

2.8 KEY PERSONNEL:

The Consultant's team (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	Qualification Criteria
Urban Planner cum Team Leader	He shall be responsible to lead, coordinate and supervise the Consultancy Team for delivering the assignment in a timely manner as envisaged in this RFP. He will develop the concept master plan of all estate of Kolkata port excluding Custom bonded area and Detailed planning with Infrastructure design and DPR of the Township redevelopment area. He shall not delegate his responsibilities except with the prior written approval of SMP, Kolkata.	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' experience with an experience of Team Lead for at least one single Master planning project of minimum area of 1000 ha (2471.05 acre).
Architect & Urban Planner (International)	He shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands.	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' international experience of at least 2 mixed land use waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch outside India.
Regional Planner	He shall be responsible for preparation of Concept master plan and setting the vision for Kolkata port studying the regional setting and the interaction of the port with its hinterland.	Bachelor in Architecture or Social Sciences and PG in Regional Planning; should have minimum 20 years' experience in international metropolitan planning (population 10 lakh or 1 million), coordinating long term public-private planning and development strategies.
Infrastructure Expert	He shall be responsible to prepare all the infrastructure design, DPRs, plans etc.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 ha (247.10 acre) in India.
Environment Expert	He shall be responsible for ensuring the compliance of all necessary environmental sensitivities, regulations, acts and procedures related to master plan.	Post-Graduation in Environmental Planning/ Engineering with minimum of 12 years' experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).
Port Planning expert	He shall be responsible for developing the vision for Port development and formulate strategies for development of Port and Port Allied areas. Identification of land required for Port & Port allied areas to sustain the growth of future Port activities	Post-Graduation in Civil/Structural Engineering with minimum 25 years' having sound knowledge in port business operations and experience in India or Internationally in port facilities planning and in "Green port" initiatives.
Smart City Expert	He shall be responsible for planning all the smart infrastructure components for civic infrastructure such as water	IOT expert with 20 years' experience in evaluation of applicability of emerging technologies in management of

Key Personnel	Responsibilities	Qualification Criteria
	supply, electricity, street lighting, security system, communication, Sewerage system operation and management, control room. etc	Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/communication/surveillance system for minimum area of 100 ha (247.10 acre).
Architect & Urban Designer	He shall be responsible for detail urban design of the overall townships, public spaces, streetscapes, and other aspects of the project	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years' experience with experience of designing an area of minimum 50 ha(123.55 acre).
Transportation Planner	He shall be responsible for planning and designing the transportation network, circulation etc. within the Project including Road designs, its geometry, Parking, road sections etc.	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 20 years' experience of intermodal public transport planning of a minimum area of 500 ha(1235.53 acre). Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.
Regulatory, Legal and PPP Expert	He shall be responsible for identification, formulation and implementation of PPP projects,	MBA finance/any equivalent PG with 15 years' experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.
Social Development & R&R Expert	He shall be responsible to analyse the social impacts of the proposed planning interventions and prepare detailed strategy for Relocation and Resettlement of project impacted subjects.	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.
Real Estate Expert	He shall be responsible for preparing Marketing strategy, Business Plan, Marketing Policy, advertisement campaign and all the related documents.	MBA or CA or any Post Graduate with 15 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).

Note :

- i. In addition to above, the consultant shall deploy all the necessary staff such as Cost & Estimation Engineer, GIS Expert, Procurement specialist, Revenue data expert (retired Revenue officer), Site Supervisors, Architect, Urban Planners, Legal expert, Social Development Expert, Technical assistant etc. required to complete the task as per the scope of work.
- ii. In addition to above the team mentioned in para 3 below shall be placed in the office of SMP, Kolkata till completion of project free of cost. SMP, Kolkata shall provide required office space for the staff. An independent electric connection will be given to the office space, for which the consultant shall pay the monthly electricity charges. The furniture, computer and other hardware along, software and consumables shall be provided by the consultant at his cost. The team may be supported with all the logistic support by consultant.
- iii. The team leader proposed must be a permanent full-time employee of the firm or in case of a consortium /JV, of the Lead Member of the consortium/JV. It is desirable that the other key staff be either permanent full-time employees of the firm or have a dedicated full-time contract to work on this project.

- iv. The entire team of expert has to be present at SMP, Kolkata office for Project review meeting on the 3rd Monday of every month. Time of the meeting shall be fixed later upon discussion with the consultant.
- v. Exclusive team to be deployed at site during the Design planning and periodic supervision.

SL NO	DESIGNATION	PRESENCE AT SMP, KOLKATA OFFICE
1	Urban Planner-cum-Team Leader. In the absence of the Team Leader senior Graduate Architect with Post Graduate in Urban Planning with Minimum 20 years of experience should be available	For the entire period of consultancy.
2	Resident Civil Engineer as site supervisor only during periodic supervision with Graduate in civil engineering with minimum experience of 15 years of execution of work	The presence is required from the stage of Infrastructure design to Completion of the Project
3	Architect-Urban Planner cum onsite Project Manager with minimum experience of 10 years of execution of work	For the entire period of consultancy.
4	Procurement Specialist having 10 years of experience in government consultancy procurement	The presence is required during the Preparation of tender document to Award of Contracts
5	PPP Expert & Real Estate Expert for project monetisation & Transaction Advisory with minimum 15 years' experience.	The presence is required from the stage of Detailed Master plan of Redevelopment to Completion of the Project
6	Required supporting staff. having adequate knowledge of AutoCAD, data processing and data entry	For the entire period of consultancy.

The team should be placed at site. The office space will be provided by SMP, Kolkata free of cost. Computer, peripherals and consumables shall be provided by the consultants. The Person deployed at site shall be authorised to take decisions. Also expertise of any additional Key manpower as may be required during execution of the project till its completion should be provided by the Consultant.

2.8.1. Substitution of Key Personnel

The SMP, Kolkata will not normally consider any request of the Selected Consultant for substitution of the Key Personnel as the ranking of the Bidder is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SMP, Kolkata. Decision of SMP, Kolkata in this regard will be final.

The SMP, Kolkata expects all the Key Personnel to be available during implementation of the Agreement. As a condition to substitution, a lump sum Rs. 100000/-plus GST for the original every substituted Key Personnel shall be deducted from the payments due to the Consultant.

2.9 CONDITIONS OF ELIGIBILITY OF BIDDERS:

- Bidders must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- The consultant shall have proven track record in Master Planning and Development, Engineering and Regulatory/PPP and must satisfy the minimum eligibility criteria stated below for being eligible for further evaluation and selection process. Relevant International experience is a must.

2.10 ELIGIBILITY CRITERIA

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

(i) Bidder: The bidder shall be

- a) Individual or Consortium of not more than three members provided the lead member should have the one of the principal business in Urban Planning&Architecture, Engineering and Regulatory/PPP expertise. To have planned, designed and implemented major waterfront projects and/or Master Plan and/or Smart city Plan and/or Infrastructure Plan experiences of metropolitan scale.
- b) Establishment in India for at least 3 years i.e prior to 2.11.2020.
- c) Indian company can have a consortium /JV with International consultants.

Note: 1. In case of consortium, the experience of any consortium member can be considered for the eligibility criteria mentioned in 2 (i) b and c.

2. The experience of the parent/sister company shall be considered provided they submit an Undertaking from the parent company stating

i. The bidder or the lead company in case of JV/Consortium is their subsidiary company/organisation.

ii. In event the bidder is declared as successful Consultant, the parent company and the Subsidiary company/organisation undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the contract for the performance of the contract

iii Provide all the necessary skills, support and manpower to complete the services mentioned in Terms of the RFP.

iv. Take the joint responsibility of the all deliverables from the Indian Subsidiary.

(ii) Financial criteria:

The bidder should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of Minimum Rs. 25 Crores (Rs 250 Million). In case of consortium, the gross turnover of all consortium members shall be considered provided it is certified by the concerned chartered accountant of the consortium members.

(iii) Technical Eligibility Criteria:

(a) The bidder or in case of the consortium, the Lead member should have prepared a Master Plan/Development Plan of minimum urban area of 3300 acre during last 10 years i.e. from 2.11.2010 till Proposal Due Date and

(b) The bidder or in case of the consortium, the lead member should have planned a waterfront development with mixed land use on an urban area of 350 acre with a minimum waterfront of 5 Km during last 10 years i.e. from 2.11.2010 till Proposal Due Date and the water front can be Sea front, Lake front and River front

(c) The bidder should have prepared DPR and transacted (award of work) at least 5 projects on Water supply/Sewerage & Drainage/SWM/ and 2 DPRs on Road & Transport each of minimum of Rs. 200 Crores (Rs. 2000 million) and Rs 100 Crores (Rs 1000 million) respectively during last 7 years i.e. from 2.11.2013 till Proposal Due Date. The experience of the consortium Member if any shall be considered.

(d) The bidder should have marketed one project of minimum investment of Rs. 500 Crores (Rs 5000 million) during last 10 years i.e. from 2.11.2010 till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketed " means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final allotment.

(iv) The bidder must submit a Reference letter or Completion certificate of services duly signed by the client of concerned project, describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project, to establish its eligibility for each of the above technical criteria. In the absence of any such Reference letter/certificate, any other authorised document which will prove the completion with justification may be accepted by the SMP, Kolkata. For all projects, contact details of Client like phone number, address and email address to be provided.

The meaning of “completion “shall be considered according to the project as mentioned below:

SR.NO	PROJECT FOR EXPERIENCE	COMPLETION MEANING
1	The Lead Bidder should have prepared Master Plan/Development Plan having a minimum area of 3300acre during last 10 years i.e. from 2.11.2010 till Proposal Due Date	The entire scope of planning should have been completed up to stage of submission of revised Draft Master Plan for publication and substantiated by reference letter or completion letter from the client
2	The Lead Bidder should have planned a waterfront development with mixed land use on an area of 350acre with a minimum waterfront of 5Km. The project can be Indian or International.	The entire scope of planning should have been completed as substantiated by reference letter or completion letter from the client
3	The bidder should have prepared DPR and transacted (award of work) atleast 5 projects on Water supply/Sewerage & Drainage/SWM/ and 2 DPRs on Road & Transport each of minimum of Rs. 200 Crores (Rs.2000 million) and Rs 100 Crores (Rs 1000 million) respectively during last 7 years	The work should be completed till the letter of award for the proposed works substantiated by reference letter or completion letter from the client
4	Bidder should have marketed one Real estate project of minimum investment of Rs. 500 Crores. (Rs 5000 million)	The work should be completed till the letter of award/allotment to the beneficiary and realization transaction amount/money, as substantiated by reference letter or completion letter from the client

(vi) In case of Annual Turn Over, only certificate from the Chartered Accountant in the Form 8 attached shall be submitted and no annual accounts or financial statements should be submitted.

(vii) Other considerations:

- The detailed evaluation of the proposals received will be carried out in accordance with the evaluation criteria stipulated in Section 3 of the Proposal Document.
- 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.
- The bidder or its Associate should have, during the last five 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 Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- While submitting a Proposal, the Bidder 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, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.11 CONFLICT OF INTEREST

The bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SMP, Kolkata shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-

estimated compensation and damages payable to SMP, Kolkata for, inter alia, the time, cost and effort of SMP, Kolkata including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to SMP, Kolkata hereunder or otherwise.

The bidder requires that the Consultant provides professional, objective, and impartial advice and at all times hold SMP'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 SMP, Kolkata.

2.12 NUMBER OF PROPOSALS

No bidder or its Associate shall submit more than one bid for the Consultancy. A bidder 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. Such proposals if received shall be summarily rejected.

2.13 COST OF PROPOSAL

The bidders 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 SMP, Kolkata, Project site etc. SMP, Kolkata will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.14 SITE VISIT AND VERIFICATION OF INFORMATION

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with SMP, Kolkata, applicable laws and regulations or any other matter considered relevant by them.

2.15 ACKNOWLEDGEMENT BY BIDDER:

It shall be deemed that by submitting the Proposal, the bidder has:

- (a) made a complete and careful examination of the RFP subsequent corrigendum's if any,;
- (b) received all relevant information requested from SMP, Kolkata;
- (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 SMP, Kolkata or relating to any of the matters referred to in this document;
- (d) satisfied itself about all matters, things and information, including matters referred to in this document, necessary and required for submitting an informed

Application and performance of all of its obligations thereunder;

(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.

The SMP, Kolkata shall not be liable for any omission, mistake or error on the part of the bidder 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 SMP, Kolkata.

2.16 RIGHT TO REJECT ANY OR ALL PROPOSALS:

Notwithstanding anything contained in this RFP, the SMP, Kolkata 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.

Without prejudice to the generality of Clause 2.16, SMP, Kolkata reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or

- b. the bidder does not provide, within the time specified by SMP, Kolkata, the supplemental information sought by SMP, Kolkata for evaluation of the Proposal.

Misrepresentation/ improper response by the bidder may lead to the disqualification of the bidder. If the bidder 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 highest ranking bidder gets disqualified / rejected, then SMP, Kolkata reserves the right to consider the next best bidder or take any other measure as may be deemed fit in the sole discretion of SMP, Kolkata, including annulment of the Selection Process.

2.17 CONTENTS OF THE RFP

This RFP comprises the Disclaimer set forth hereinabove, all the contents of the RFP Document and will additionally include any Addendum / Amendment / Clarification issued.

2.18 PRE-BID MEETING:

The Consulting firm or his authorized representative is advised to attend Pre-Bid meeting which will be convened on e-platform in order to maintain social distancing norms under Covid scenario and the meeting link, date and time shall be intimated through SMP website and CPP portal at a suitable time.

The purpose of the meeting will be to clarify issues on proposal and to answer queries on any matter that may be raised at that stage. No queries received after the Pre-Bid meeting will be entertained.

The bidders are requested to submit any query in writing so as to reach the Estate Manager not later than three (3) days before the date of Pre-Bid meeting.

The questions raised by Bidders in writing and reply of Port thereof will be furnished in the form of corrigendum/addendum. The same will also be hoisted on SMP's website <http://www.kolkataporttrust.gov.in>.

SMP, Kolkata reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.19 shall be construed as obliging SMP, Kolkata to respond to any question or to provide any clarification.

2.19 AMENDMENT OF RFP:

At any time before the due date for submission of proposals, the SMP, Kolkata may, for any reasons, whether at its own initiative or in response to a clarification requested by the firms, modify the RFP documents by amendment. The amendment may be notified in writing either through email to all firms who have purchased the bid document and will be binding on them. The amendments will also be uploaded in the SMP, Kolkata Website. The SMP, Kolkata may at its discretion extend the deadlines for the submission of proposals. However it shall not be obligatory for SMP, Kolkata to inform the amendments in writing or through email to all the firms.

2.20 BID SECURITY

2.20.1. The bidders shall be required to deposit INR 21.8 Lakhs 'Earnest Money Deposit' (EMD) payable to 'SYAMA PRASAD MOOKERJEE PORT, KOLKATA' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata physically. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian Nationalized bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee (BG). In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen EMD/BG format is given in GCC. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month.

2.20.2. The bid security shall be returned to all the bidders who are not shortlisted in the Technical evaluation under stage 1.

2.20.3. In case of shortlisted bidders in the technical evaluation under stage-1, the bid security shall be returnable not later than 90 (ninety) days from submission of Concept design, except in case of the three highest ranked bidders as required in Clause 3.2. In the event that the first ranked bidder commences the assignment as required in Clause 3.2.8, the second and third ranked bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from the opening of Price Bid. The Selected bidder's Bid Security shall be adjusted towards performance security, upon the bidder signing the Agreement.

2.20.4. Any Bid not accompanied by the Bid Security shall be rejected by SMP, Kolkata as non-responsive.

2.20.5. SMP, Kolkata shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.6. The bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to SMP's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by SMP, Kolkata as the mutually agreed pre-estimated compensation and damage payable to SMP, Kolkata for, inter alia, the time, cost and effort of SMP, KOLKATA in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- i. If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- ii. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the bidder from time to time;
- iii. In the case of the Selected bidder, if the bidder fails to reconfirm its commitments as required vide Clause 3.2 of section 3;
- iv. In the case of a Selected Bidder, if the bidder fails to sign the Agreement or commence the assignment as specified in Clause 3.2.6 of section 3 or
- v. If the Bidder is found to have a Conflict of Interest as specified in Clause 2.11 section 2 and 4.16 section 4.

2.21 PREPARATION AND SUBMISSION OF PROPOSAL:

2.21.1. 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 (including the documents required for establishing the eligibility) is in another language, it must be accompanied by an accurate translation of the relevant passages.

2.21.2. Format and signing of Proposal

The Bidder shall provide all the information sought under this RFP. SMP, Kolkata would evaluate only those Proposals that are received in the specified forms and complete in all respects.

Bidders should note the Proposal Due Date, as specified in Clause 2.6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by SMP, Kolkata, 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 2.21.14. Bidders 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, SMP, Kolkata reserves the right to seek clarifications/verifications under and in accordance with the provisions of Clause 2.21.6.

2.21.3. Technical Proposal

Bidders shall submit the technical proposal in the formats at Form 1 to 13.

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

- i. the bid Security is provided;
- ii. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- iii. Power of Attorney, if applicable, is executed as per Applicable Laws;
- iv. CVs in prescribed format of all Key Personnel have been included;
- v. Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.9 of the RFP; no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished; the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Bidder.; the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; Key Personnel proposed have good working knowledge of English language; Key Personnel would be available for the period indicated in the TOR; no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and the proposal is responsive in terms of Clause 3.1.3.
- vi. the concept design of the Master Plan for an area of 4122 acre of SMP, Kolkata to explain the vision of the bidder, proposed land use, urban design concepts, waterfront design, smart infrastructure etc. The concept design should be in the form of reports, plans, drawings, elevations, 3D views etc. sufficient in detail to explain the concept, in a maximum of A1 size supported by a walkthrough. The concept design shall be submitted by the shortlisted bidders.
- vii. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.21.4. The proposed team shall be composed of experts and specialists (the “Key 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 2.8 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.

2.21.5. A bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form- 12. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.21.6. SMP, Kolkata reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by SMP, Kolkata to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of SMP, Kolkata thereunder.

2.21.7. Financial Proposal

Bidders shall submit the financial proposal in the formats at Forms 14A & 14B (the “Financial Proposal”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the bidder’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, or the figures in 14A and 14B, the lower of the two shall prevail.

While submitting the Financial Proposal, the bidder 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, specified surveys, geo-technical investigations, if required 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 non- responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. The Consultant’s offer shall be inclusive of all taxes and duties payable by them excluding GST. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with

- the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time.
- iii. GST as applicable will be reimbursed by SMP, Kolkata. Reimbursement will be subject to production of documentary evidence of payment of GST to the concerned authorities which should be available in GST 2A/ GST 2B. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by SMP, Kolkata on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer
 - iv. Supplier / Service Provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
 - v. The Supplier / Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions thereunder applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier / Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier / Service Provider and details available with Syama Prasad Mookerjee Port, Kolkata, then payments to Supplier / Service Provider to the extent of GST relating to the invoice/s under mismatch may be retained from due payments till such time Syama Prasad Mookerjee Port, Kolkata is not sure that accurate tax amount is finally reflected in the GSTN to SMP, Kolkata's Account and is finally available to Syama Prasad Mookerjee Port, Kolkata in terms of GST laws and that the credit of GST so taken by Syama Prasad Mookerjee Port, Kolkata is not required to be reversed at a later date along with applicable interest.
 - vi. Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata) has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the Supplier / Service Provider. Any loss of input tax credit to Syama Prasad Mookerjee Port, Kolkata for the fault of supplier shall be recovered by Syama Prasad Mookerjee Port, Kolkata by way of adjustment in the consideration payable.
 - vii. Supplementary invoice/debit note/credit note for price revisions to enable Syama Prasad Mookerjee Port, Kolkata to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.
 - viii. The purchase order/work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
 - ix. Costs (including break down of costs) shall be expressed in INR.
 - x. The consultants shall also submit the Monthly remuneration of the personnel in the prescribed Form 15 only to be used to consider the change in total fee if any change in terms of Reference. This will not be treated as evaluation criteria for Technical as well Financial proposal.

2.21.8. Submission of Proposal

The bidders shall submit the Proposal through e-Procurement System (online single part Techno-Commercial Bid and Price Bid through CPP Portal <https://eprocure.gov.in/eprocure/app>) by Proposal due date.

Important Instructions for E-Tender

Bidders are requested to use internet Browsers Firefox version below 50 / Internet Explorer version 8 or above, In addition, Java 8 Update 151 or 161. 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 Persons (Kolkata Port Trust):

1. Shri S.Sengupta, Estate Manager- Tel No. (91-033) 2210-7364, 7101-2012, 7101-2242

Fax No. : (91-033) 2210-7364

Email : estate[dot]manager[at]kolkataporttrust[dot]gov[dot]in

2. Shri Nazmush – Mob: 9563251950 email: wbehelpdesk@gmail.com

See CPP Portal for contact details.

Bidding in e-tender:

- i. Bidder(s) need to submit necessary EMD & Tender fees to be eligible to bid online in the E-tender. Tender fees is nonrefundable. No interest will be paid on EMD. EMD of the Unsuccessful bidder(s) will be refunded by KOPT.
- ii. The process involves Electronic Bidding for submission of Technical and Commercial Bid
- iii. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- iv. All entries in the tender should be entered in online Technical & Commercial Formats without Any ambiguity.
- v. E-tender cannot be accessed after the due date and time mentioned in NIT.
- ii. SMP, Kolkata reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- i. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- ii. No deviation to the technical and commercial terms & conditions are allowed.
- iii. 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.
- iv. The bid will be evaluated based on the filled-in technical & commercial formats.
- v. 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".
- vi. (A) Techno-Commercial part of the Tender will be opened electronically on specified date and time as mentioned in the NIT. Bidder's can witness electronic opening of Bid.
(B) Part II i.e Price Part will be opened electronically of only the qualified bidders and accepted by SMP, Kolkata. SMP, Kolkata will accept such bidders. Such bidder(s) will be intimated the date of opening price bid (part II) in due course through valid email id provided by them.
(C) Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the e-CPP Portal

2.21.9 Approach Methodology and Concept design

- a. Approach and methodology giving Understanding of the Project, the bidder's Vision, Approach for the Consultancy, Deployment of the Key Personnel, Time Schedule of principal activities indicating those on the critical path, manning schedule indicating clearly the estimated duration and the probable timing of the assignment of each professional to be used (both foreign and domestic) (The format to be used for the manning schedule is shown in Form-7), Overall Co-ordination, any additional support required from SMP, Kolkata etc. covering broadly all aspects of "Terms of Reference" enclosed at APPENDIX-I to this proposal Documents.
- b. Concept design covering overall vision and objective, broad Land Use Planning, placement of the project, Urban Design Concepts, Smart Infrastructure, broad cost and recovery, implementation schedule and marketing strategy in the form of Drawings Report, 3D view etc.
- c. A presentation on proposed Approach Methodology and Concept Design will be made by only the technically selected bidders at a suitable date to be intimated later.

2.21.10 Financial Proposal:

Bidders shall submit the financial proposal in the formats at Form-14A & 14B (the "Financial Proposal") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the bidder'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.

This Financial offer shall be inclusive of all taxes, incidentals, overheads, travelling expenses, remuneration to all the personnel, accommodation, air fare, equipment, surveys prescribed in this document, site visits, printing and binding of reports and hard copies of documents for each stages/ package, expenditure related to presentations to be made during the execution of assignment, sundries and all other expenditure for successful

completion of the services as per "Terms of Reference", enclosed as APPENDIX-I to the Proposal Document and also the tasks the consultant may think should be carried out in order to meet the objectives of the assignment.

The rates quoted shall be firm throughout the period of performance of the assignment upto discharge of all obligations of the Consultant under the Agreement.

The consultants shall also submit the Monthly remuneration of the personnel in the prescribed Form 15 only to be used to consider the change in total fee if any change in terms of Reference.

NOTE: NO COUNTER CONDITIONS SHOULD BE INCLUDED ANYWHERE IN THE PROPOSAL. CONDITIONAL PROPOSAL MAY BE SUMMARILY REJECTED.

2.21.11 Taxes and Duties:

The Consultant's offer shall be inclusive of all taxes and duties payable by them exclusive GST. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time.

GST as applicable will be reimbursed by SMP, Kolkata. Reimbursement will be subject to production of documentary evidence of payment of GST to the concerned authorities which should be available in GST 2A/ GST 2B. In case any new tax introduced by Indian Government by new legislation, the same will be extra and will be reimbursed by SMP, Kolkata on production of proof of payment. However, before payment of such taxes the successful bidder shall obtain prior approval of the employer

2.21.12 Proposal Due Date

The proposal including Technical proposal, Approach, Methodology and Concept design and Financial proposal should be submitted upto 1500 hours Indian Standard Time (IST) on 10.12.2020 (Proposal Due Date) through CPP portal. Proposals submitted by facsimile transmission, telex or e-mail will not be acceptable. It will be the sole responsibility of the bidder that the proposal should be submitted before the due date and time. No consideration for any delay shall be entertained.

SMP, Kolkata, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum if any.

The date for presentation on Approach, Methodology and Concept design of the short-listed bidders, shall be intimated at later stage.

2.21.13 Late Proposal:

Any Proposal after 1500 hours IST on 10.12.2020 (Proposal Due Date) shall not be accepted.

2.21.14 Modifications to submitted proposals:

No notice of change, alterations or modification of the proposal shall be accepted after closing time on proposal due date.

Section 3

EVALUATION OF THE BIDS AND SELECTION OF THE CONSULTANTS

3. Evaluation of Bids

3.1 Evaluation of Proposals

3.1.1 SMP, Kolkata shall open the proposals at 1530 hours on the Proposal Due Date, at the place specified and in the presence of the bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date.

3.1.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.21.15 shall not be opened.

3.1.3 Prior to evaluation of Proposals, SMP, Kolkata will determine whether each Proposal is responsive to the requirements of the RFP based on documents submitted in CPP portal : “Key Submissions”.

A Proposal shall be considered responsive only if:

- i. the Technical Proposal is received in the form specified in this document;
- ii. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.21.14;
- iii. it is accompanied by the Bid Security as specified in Clause 2.20.1.
- iv. it is accompanied by a Bid Processing fee (Tender Cost) as specified in Clause 2.2
- v. it is signed, sealed, bound together in hard cover and marked as stipulated in Clause 2.21.9;
- vi. it is accompanied by the Power of Attorney, affidavit, undertaking etc. as specified in Clause 2.21.10;
- vii. it contains all the information (complete in all respects) as requested in the RFP;
- viii. it does not contain any condition or qualification.

3.1.4 SMP, Kolkata reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by SMP, Kolkata in respect of such Proposals. The bids without the Bid-processing fee (Tender Cost) and Bid Security shall be considered as non-responsive.

3.1.5 The proposals that are qualified in technical part, after prior notice to all bidder the financial part shall be open to those proposals.

3.1.6 Technical Evaluation:

Responsive bids shall be examined in details for their technical contents. Compliance to detailed Terms of Reference taking into account, Experience of bidder, proposed work plan for implementation, team composition etc. with reference to adequacy, acceptability and understanding of the bidders shall be checked. The detailed evaluation of Technical proposals shall be carried out as follows.

3.1.6.1 The total Technical marks are 100 and are assigned to various technical criteria as per the Evaluation Criteria shown in the following table:

Sr. No.	Particulars	Maximum Marks	Criteria
Section A : Bidders relevant experience- will consist of the following :		35 (Total)	
1	The Lead Member should have prepared A. Master Plan/Development Plan of an area of 3300Ha.	10	For one project, 5 marks will be awarded. For every additional similar project or additional 3300Ha area, an additional 1 mark will be awarded for every additional project of 1500 Ha with a cap of maximum of 10 marks.
	B.Mixed use waterfront development of 350 Ha and 5km stretch	8	For one project, 3 marks will be awarded. For every additional similar project or additional 100% area, an additional 1 mark will be awarded with a cap of maximum of 8 marks. The water front should increase in proportion to area Eg. Explanatory Examples: (a) One project of 350 ha or more &min waterfront 5 Km – 3 marks (b) Two projects of 350 ha or more &min waterfront 5 Km each – 3 +1 Marks (c) One project of 700 ha or more &min waterfront 10 Km – 3 +1 marks (d) Two projects of 700 ha or more &min waterfront 10 Km each – 3+3 Marks And so on
2	Bidder should have prepared DPRs and transacted (Award of work) on Water supply/ Sewerage or Drainage/ Solid waste management of atleast 5 projects of minimum of Rs. 200 Crores(Rs 2000 million) each	5	For 5 DPRs, 2marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks
3	Bidder should have prepared DPRon comprehensive Traffic and Transportation studyone project of minimum of Rs. 100Crores (Rs1000 million)	3	For one project, 2 marks will be awarded. For every additional similar project, an additional 0.5 mark will be awarded with a cap of maximum of 3marks.
4	Bidder should have marketed one Real estate project of minimum investment of Rs. 500 Crores. (Rs 5000 million)	5	For one project, 2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 5 marks.
5	Bidder Should have international experience of a water front development project with mixed land use with minimum 50 ha area and have min 2 km water front	4	For one project,2 marks will be awarded. For every additional similar project, an additional 1 mark will be awarded with a cap of maximum of 4 marks. The water front should increase in proportion to project area Evaluation criteria shall be same as sr.no 1
B	Section B : Relevant Experience of the key personnel will consist of the following :	35 (Total)	

Sr. No.	Particulars	Maximum Marks	Criteria
i	Urban Planner-cum-Team Leader	8	If the key person fulfils the minimum Qualification Criteria prescribed in “Key Personnel Table”, 4 marks will be allotted. For every additional Master Plan project preparation experience of 500 Ha, 2 marks will be allotted to a maximum of 8 marks.
ii	Architect & Urban Planner (International)	5	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 3 marks will be allotted. The additional 1 marks will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in “Key Personnel Table”,.
iii	Regional Planner	3	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 2 marks will be allotted. The additional 1 mark will be allotted for international experience of Metropolitan planning project as mentioned in “Key Personnel Table”,
iv	Environment Expert	2	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria mentioned in “Key Personnel Table”,
v	Smart City Expert	2	
vi	Architect & Urban Designer	2	
vii	Regulatory, Legal and PPP Expert	2	
viii	Social development & R&R Expert	2	
ix	Infrastructure Expert	2	
x	Real Estate Expert	2	
xi	Transportation Planner	2	If the key person fulfils the Minimum Qualification Criteria prescribed in “Key Personnel Table”, 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of Green Port development planning mentioned in “Key Personnel Table”,
xii	Port Planning expert	3	
C	Section C: Approach and Methodology Proposed Concept design and presentation.	30	Marks shall be awarded based on the quality of approach and methodology, work plan and the concept design proposed by the bidder and its presentation.
TOTAL MARKS		100	

3.1.6.2

- In the first stage, the technical evaluation on the basis of Section A and Section B shall be carried out by SMP, Kolkata.
- The bidder who obtains minimum of 50 marks out of 70 marks combining Section A and Section B shall only be called for presentation on Approach, Methodology and the Concept design along with opening of the Financial Proposal.

3.1.6.3 Presentation of the Concept Design:

The bidders who submit their Approach, Methodology and Concept design as per clause 3.1.6.2 shall be called for the presentation of their concept design before an Evaluation Committee appointed by SMP, Kolkata. The date, time and venue shall be informed to the bidders subsequently. The evaluation committee shall allocate marks for Approach and Methodology Proposed, Concept design and presentation according to the Evaluation Criteria as may be decided by the Evaluation committee.

3.1.6.4 Minimum Eligibility Criteria for Opening of Financial Proposal:

The shortlisted bidders who will be called for presentation on Approach, Methodology and Concept design will be called as “Technically Qualified” and whose Financial Proposal shall be processed further.

3.1.7 Opening and evaluation of second part viz. Financial Proposal:

3.1.7.1 Financial Proposal of bidders who are “Technically Qualified” as above will be opened in the presence of authorized representative of concerned bidders along with letter of authorisation, not more than two in numbers per bidder, who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders. The evaluation committee shall allocate marks on the basis of the Approach, Methodology, Concept design and the Presentation.

3.1.7.2. Financial proposals will be checked as prescribed in clause 3.1.9.2 and the bidders will be ranked accordingly.

Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

3.1.8 Selection and Award of the Consultancy:

3.1.8.1 QCBS procedure shall be adopted with 70% weightage to Technical and 30% weightage to the Financial bid quoted as per the Formula mentioned in clause 3.1.9 below.

3.1.9 Evaluation Methodology:

3.1.9.1 The score (Pe) for Technical Proposal would be the Arithmetic Sum of the marks out of 100 marks, (i.e. Summation of marks obtained in Section A, B and C of the clause 3.1.6.1 above) obtained by the bidder in the Technical Evaluation.

3.1.9.2 The Financial Proposal shall be given scores as follows:

$Pf = 100 \times \frac{\text{Financial Proposal of Lowest bidder}}{\text{Financial Proposal of the bidder under consideration}}$

3.1.9.3 The composite score shall be computed as follows:

Composite Score (S) = (Pe X 0.7) + (Pf X 0.3)

3.1.9.4 The bidder obtaining the highest Composite Score would be declared as the successful bidder. Two more bidders having next ranking score shall also be kept in waiting.

3.1.9.5 In case two bidders get equal Composite Score, the bidder offering the lowest Financial quote shall be selected.

3.2 Award of Consultancy:

3.2.1 The successful bidder shall be invited for Negotiations, if necessary.

3.2.2 Prior to the expiration period of proposal validity/ extended validity, the SMP, Kolkata will notify the successful bidder evaluated as per clause no.3.1 above, in writing by email/ registered letter, or facsimile. The party selected for award of assignment shall be issued a Letter of Award by SMP, Kolkata. This letter along with written acknowledgement of the successful party shall constitute contract between the party/ies with Employer, till signing of formal agreement.

3.2.3 The Key personnel as mentioned in the RFP shall not be replaced during assignment.

3.2.4 SMP, Kolkata will examine the CVs of all other Professional Personnel and those key personnel not found suitable shall be replaced by the Bidder to the satisfaction of SMP, Kolkata.

3.2.5 Within 21 days of date of issue of Letter of Award, the successful party shall furnish a performance security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as prescribed in APPENDIX- III and simultaneously sign formal agreement of Proposal Document with such modifications as may be necessary and the correspondence exchanged up to and including the stage of award of the contract and the letter of acceptance. All costs, charges and expenses including the stamp duty incurred in connection with this Contract for preparation and completion of Agreement will be borne by the SMP, Kolkata. Until such Contract Agreement is executed the acceptance of the bid/ tender in terms of the Contract as defined shall be binding upon the parties and shall be the Contract. The Consultant's bills will not be passed for payment until the Contract Agreement is executed.

3.2.6 Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment / withdrawal of the LOA. In such an event, SMP, Kolkata reserves the right to:

3.2.6.1 Either invite the next best Bidder for negotiations; or

3.2.6.2 Take any such measures as may be deemed fit in the sole discretion of SMP, Kolkata, including annulment of the Selection process.

3.2.7 The consultant shall be required to mobilise manpower and other logistic support and technical support, within 7 days from the date of issue of Letter of award which will be treated as date of commencement of services.

3.2.8 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the SMP, Kolkata makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, SMP, Kolkata and/ or their employees/ representatives on matters related to the Proposals under consideration.

3.3 Performance Security:

Within 21 days of issue of letter of award from the Employer, the successful firm shall furnish to the Employer a Performance Security in the form of a Bank Guarantee of a nationalized bank or any reputed foreign bank from its Kolkata branch for an amount equivalent to 10% of the accepted cost of consultancy. The bid security submitted by the successful bidder shall be adjusted in Performance Security. Failure of the successful party to lodge the required bank guarantee shall constitute sufficient grounds for the termination of contract. The performance security shall remain in force until six months from the date of issue of completion certificate of this assignment and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the firm.

3.4 Extension of validity of proposal:

If it becomes necessary, SMP, Kolkata may request the parties, in writing, to extend validity of proposals.

3.5 MISCELLANEOUS

3.5.1 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.

3.5.2 SMP, Kolkata, 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

- b. the Selection Process or modify the dates or other terms and conditions relating thereto;
- c. Consult with any Bidder in order to receive clarification or further information;
- d. Retain any information and/ or evidence submitted to SMP, Kolkata by, on behalf of, and/ or in relation to any Proposal; and/ or
- e. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

3.5.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases SMP, Kolkata, 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.

3.6 Confidentiality

3.6.1 Information relating to the examination, clarification, evaluation and recommendation for the Proposals shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising SMP, Kolkata in relation to or matters arising out of, or concerning the Selection Process. SMP, Kolkata 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. SMP, Kolkata 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 SMP, Kolkata.

Section 4

GENERAL CONDITIONS OF CONTRACT

4. General conditions of Contract

Please refer Annexure 6.

Section 5 Appendices

APPENDIX- I

TERMS OF REFERENCE (TOR)

For

NIT No.SMP/KDS/LND/66-2020 for “RFP FOR APPOINTMENT OF CONSULTANT FOR PLANNING, DESIGN AND PROGRAM MANAGEMENT SUPPORT FOR MASTER PLANNING AND DETAILED DESIGN OF LANDS UNDER KOLKATA DOCK SYSTEM OF SMP, KOLKATA.”

1. The consultancy assignment has the following major components: -

SMP has therefore, identified an area of approx. 2413 acres for development of Port & Port allied activities and 1709 acre for Township development to harness the potential of the land as mentioned above upon studying the existing and future projected traffic plan, mobility plan and port extension. This is a Brown field Project. SMP intends to prepare a Conceptual Master Plan of 4122 acres land of KDS for Port development, Port allied development and Township development. Out of 1709acres Township zone, approximately 429 acres of land has beenproposed for redevelopment. SMP therefore intends to develop these 429 acres as Kolkata Port Township Complex I (KPT Complex I) and prepare a detailed master plan. The project also includes detailed infrastructure design, Urban design and landscape proposals and marketing and marketing strategy, financial strategy and implementation strategy through SMP / through private participation of the detailed master plan.

Component I: Overall Vision and Concept Master Plan for approx. 4122 acres of SMP, Kolkata land-

The tasks under Component I shall include but not limited to:

The land to be identified for Port & Port allied use and Township development after understanding the future requirements of the Port and the future requirements of the city or region of Kolkata. A proper planning for the future is needed so as to protect the land fromunauthorized occupation and at the same time, carryout developmentin a phased and structured manner in the coming years. This wouldalso help in using land as a resource for development and further,depending on the valuation of land, even monetization is possible asone goes forward in time.

Therefore, bearing the following in mind viz.

- need for planned development,
- need for optimum utilization of the land resource,
- ensuring monetization of the resource,
- preventing encroachments and
- preventing haphazard development,

This is a macro level exercise which requires an overallvisioning of the future, carrying out situation/sectoral analysis, understanding the functions,future requirements of the port activities andsurrounding areas, infrastructure availabilityand requirements, residential situation analysis,land use analysis, transport connectivity andinfrastructure analysis, environmental analysis,commercial infrastructure studies, marketstudies, etc., problem identification and overallmacro land use planning and perspective masterplan, urban design, land sub-division, overallstrategy for land development includingredevelopment and reuse, stakeholderconsultations and finalization of the plan. The Concept Master plan will also identify the Redevelopment areas, Renewal areas and Rehabilitation areas within the Township area.

Apart from these, a study of best international and national similar examples to find out suitable component which can be incorporated in the proposed Concept Master Plan. The Overall Vision and Concept Plan should be prepared for entire SMP, Kolkata estate except the Custom bonded area and including land under Port& Port Allied services and Township development.

The task under Component I cover mainly total site suitability analysis, preparation of Vision document, broad land use plan, Study and preparation of proposals of Port development, Transportation Network, Broad infrastructural design and broad cost & phasing of development and Implementation strategy. Key Stakeholder participation workshop to be conducted by the consultant for framing the objectives and vision of the Concept Master plan of SMP, Kolkata.

Component II: Preparation of Detailed Master Plan, infrastructure development plan, Engineering Designs, DPRs & all related activities for implementation of township Kolkata Port Township Complex– I project for approx 429 acre of Township Redevelopment area -

A detailed Master Plan comprising zoning plan along with proposed Infrastructure design, Investment plan for developing the land available with Syama Prasad Mookerjee Port (SMP), Kolkata other than the port activity such as waterfront site with commercial, residential, business, offices, entertainment, retail & hospitality and community development projects etc. The Master Plan would include the details of all identified development projects.

The tasks under Component II shall include but not limited to:

Preparation of detailed design brief on the basis of approved concept plan of Component-I, preparation of detailed Master plan with proposed Land use plan, proposed detailed DCR, detailed Urban design proposals, Landscape planning, Transport network planning, Detailed social and physical Infrastructure planning, Heritage conservation plan, DPRs, Bid documents, Marketing booklets, Media materials, Identification of projects for Private Participation, Economic and Financial Analysis etc. Identification of projects for Private Participation, Project Execution plan, Phasing of implementation, etc.

Scope includes design of specific layout which can enhance image of the Riverfront zone under Syama Prasad Mookerjee Port through control over elements of Urban Design / Landscaping / Architecture features like built forms, setbacks and open spaces between buildings, Landscape features like Ecoparks, Themed Gardens, public and private spaces for Star Hotels, Covered walkways, Open spaces for Sports like Skating, Public Plazas, Street furniture etc through Form Based Codes. The layout along with the Architectural Control of Urban Design shall emphasize on making maximum spaces available for pedestrian movement & mixed land use.

Smart city features as easily implementable; in the proposed riverfront development in the existing ecosystem should be considered. The Consultant shall consider IOT (Internet of Things) for Traffic Management, Parking, Transit operations, Emergency Response, Incident Management. Study of existing and proposed transportation network along with connectivity to proposed Riverfront zone shall be undertaken for Transit oriented development.

The task also involves assistance for obtaining approval from all the statutory authorities including the Environment clearance.

Component III: Interaction with all stakeholders for achieving a broad consensus to the plan–

The tasks under Component III shall include but not limited to:

- To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be quickly implemented.
- To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval.

Component- IV: Investment Policy, Marketing Strategy and Policy formulation -

The tasks under Component IV shall include but not limited to:

- Preparation of transparent marketing strategy to exploit the full potential of the land. It includes total business plan with Cash flow, phasing of land disposal, differential pricing, tenure, marketing procedure

including media publicity, identification of Investors, investor meets, marketing materials, all legal documents for lease, sale, rent till the realization of the price etc.

2. Detailed scope of work:

2.1 Stage – I: Preparation of Inception report

The consultant shall submit an inception report incorporating Understanding of Project, Approach & Methodology, Man-Power deployment, Detail Time and activity schedule, details of its local office, support required from the client, details and outcome of Environment Building workshop, Identification of and consultations with various Stakeholders, if any etc. after detailed discussion and site visits with SMP, Kolkata.

Deliverables: Three hard copies and One soft copy of Inception Report duly signed by the consultant.

2.2 Stage-II: Study of existing situation

The activities under Stage II shall include but not limited to Collection of all available data, existing maps, Land ownership plans and other document and understand the project parameters, the cost of collection of data shall be borne by the consultant. Geo referenced GIS Base Map of the Master Plan area has already been prepared and will be provided to the consultant by SMP, Kolkata for preparation of thematic maps.

Study of all the reports available with SMP, Kolkata, provisions of LUDCP of KMDA, Vision 2025 of KMDA, Comprehensive Mobility Plan of KMDA, Master Plan for Traffic and Transportation of KMDA, Development control Regulations, Environmental regulations, any constraints on the development etc. All other relevant data required for the project has to be collected by the Consultant from different organizations and agencies.

Study of the aspirations already expressed by various stakeholders during Environment building workshop and Consultation meetings. Case study at least three international examples of similar nature and size and compare with the project. Identify the design aspects which are relevant to the project and a Presentation to the SMP, Kolkata and concerned Stakeholders on the same to be made.

Based on the above the following surveys and analysis to be done by the consultant:

i. Regional Setting

- Study of existing port activities and future proposals of port development of KDS& HDC
- Study of Region and relationship of port and its hinterland, surrounding development trend, Inventory of ongoing / upcoming infrastructure projects in the hinterland and master plan area with details of impacts
- Regional and local connectivity, public transportation system, Circulation pattern etc.

ii. Study of existing Kolkata & Haldia Port functions & future projections

- Study of existing & projected Traffic condition & cargo volume
- Study of existing & projected freight movement
- Study of existing & projected port operations
- Study of port master plan

iii. Environment and Natural resource

- Location of site
- Topographic & Soil data
- Study of climatic data, wind direction, Rainfall, temperature, sun path movement etc. and its implication on planning.
- Hydrological data and HFL/LFL data
- Seismic data
- Identification of any environmentally sensitive area
- Land potential analysis for various land uses, including suitability analysis, identifying environmentally sensitive areas and developable land in the area.

iv. Population estimates & Demographic analysis

- Population estimates and Demographic analysis. Projections should incorporate dynamic indicators of economic activities while building the growth scenario
- Estimation of floating population.

v. Economic activity & Employment

- Creating economic profile of Master Plan region – breakup of economic activities, employment generation and spatial distribution of types of primary, secondary and tertiary economic activities.
- Identifying the growth scenario and employment in various sectors
- Riverfront related Tourism surveys/ Tourist profiling
- Make a realistic demand assessment on key economic activities and employment opportunities

vi. Land

- Land use mapping, assessment of existing land use
- Study of all revenue data, existing development, Land allotment status, land prices within and surrounding area etc.
- Study of the conditions of existing structures, including type, height of the buildings, existing use etc.
- Incorporating cadastral data with already prepared Geo referenced GIS base map and preparation of Existing Land use plan
- LUDCP of KMDA

vii. Traffic and Transportation

- Assessment of regional and local roads network and hierarchy, transportation and parking facilities
- Peak/Non-peak assessment during peak hours and in tourist months
- Assessment of Existing modes of transportation its regional connectivity

viii. Study of existing real estate situation and assess the potential of the land Housing

- Identification of housing need, demand and supply within KMA area
- Assessment of informal housing / slums within master plan area
- Aspect of resettlement & rehabilitation

ix. Commercial and Other land uses

- Study of market situation of commercial and other land uses
- Assess the demand for commercial ware housing activities

x. Physical and Social Infrastructure

- Existing profile and future proposals for physical infrastructure components like – water supply, sewerage, storm water drainage, solid waste and roads
- Existing profile and future proposals for social infrastructure components like – education, health and recreation
- Existing profile and future proposals specific to Tourism Infrastructure- Hotels, Resorts, Convention centre, Amusement parks and other Recreational areas subsequent water supply /waste water management during peak and non-peak season
- From Gap analysis of Demand and Supply workout appropriate standards for physical and social infrastructures which need to be provided in the project area.

xi. Heritage conservation & Urban Design

- Mapping of all heritage structures within the project area and identification of conservation and restoration proposals of the same

- Study of Urban form and morphology of the master plan area and analysis of the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, the scale and types of streets and blocks, open spaces and streetscapes, tree cover, etc.

xii. Tourism development

- Mapping environment precincts if any to identify specific infrastructure requirements and conservation proposals in master plan
- Identification of all riverfront tourism projects that can be development. Benchmarking studies to understand eco-tourism projects in similar contexts.

xiii. Development Control Regulations

- Critical evaluation of existing development control regulations
- Assess all the permissions required from various competent authorities for the project
- Potential for urban design interventions
- Institution Framework

xiv. SWOT

- Carry out the SWOT analysis.

Deliverables: Three hard copies of presentation, report and plans including Base maps at desired scale in AUTOCAD /PDF/GIS format along with soft copies.

Note: Identify need for any other survey required for the project other than those specified in this document. If the need of any other survey is accepted and approved by SMP, Kolkata. The SMP shall either carry out such survey on its own or bear the reasonable expenditure if carried out by consultant with prior approval of SMP.

2.3 Stage-III: Conceptual Master plan for 4122acre area

Study of port activities wrt. Cargo, freight, traffic etc. in the regional context, usage of various lands, details of activities/buildings which have gone out of use, future plans of SMP, city –hinterland relationship. This shall include collecting all relevant available data, existing maps, land ownership plans and other document and understand the project parameters. Preparation of Geo referenced GIS Base Map of the Study area to be undertaken by the consultant along with preparation of thematic maps. Study of all the reports available with SMP, provisions of LUDCP of KMDA, Vision 2025 of KMDA, Comprehensive Mobility Plan of KMDA, Master Plan for Traffic and Transportation of KMDA, Development control Regulations, Environmental regulations, any constraints on the development etc. along with the various Central Government policies and programmes as may be applicable for development of the Port & Port allied area and Township area.

Study of the aspirations already expressed by various stakeholders during Environment building workshop and Consultation meetings.

The following analysis has to be undertaken by the consultant:

- Study of demography and population dynamics and impact on port related activities and general demand in the city.
- Study of overall socio-economic characteristics of the city/region, trade, commerce and industry, new economic activities, key economic drivers, informal sector
- Study of existing land use of the township area, total inventory of lands, land allotment status, vacant land inventory, land use compatibility.
- Study of transportation connectivity and infrastructure, mobility desire patterns, traffic volumes, public transportation, metro connectivity, etc., gap analysis, Quantification of the proposed generation of multi modal Traffic, its impact on the existing transport network and its evacuation plan
- Study of residential developments within the township area, demand and supply, market analysis, shortage, prices and rents, gap analysis
- Environmental analysis of the township area in terms of flora and fauna, air, water and noise pollution, natural features, soils, natural disasters, flooding, river bed and river front characteristics, environmental impacts

- Identification of heritage areas, if any, in the township area, existing urban form, street picture and built– open analysis, urban design issues, tourism including river recreation
- Study of existing water, sewer, power, solid waste, health, education and open space infrastructure networks, capacities, provisions, gap analysis
- Review of existing land governance system in the township area, local body regulations for building, existing LUDCP provisions, existing building and development controls

Identification and Discussion with various stakeholders:

To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be quickly implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval. Major stakeholders to be considered are-

- a. Port Officials: To understand the port requirements
- b. Various Local Bodies: To understand the policies and aspirations of the elected local body representatives
- c. Citizens Organisations: To understand the aspirations of local population
- d. Environmental NGOs: To understand the concerns of local environmental issues
- e. Any other: To understand any other local voices that may have a bearing on the development proposed

The activities under Stage III shall include but not limited to:

a. Preparation of draft proposal for the Conceptual plan of 4122 acre: ($\pm 20\%$)

- Draft Conceptplan showing the land use, transportation network, infrastructural requirement and planning at city level infrastructure with overall Urban design proposals in tune with the objectives.
- The draft conceptual master plan should include the broad proposals for Port development, Port Allied area development and Township area for which detailed master plan has to be prepared.
- Carry out the projection of population as per the standard guidelines and methods
- Work out the detail norms for amenity provisions / standards considering the state govt norms, NBC/ URDPFI/ and international standards.
- Carry out detail norms and Design parameters for all infrastructures considering sustainable development.
- Work out broadly the pocket wise proposed land use, Built up area, population expected, social and physical infrastructure provision in tune with the objectives.
- Quantify the infrastructural requirements and infrastructural layout for entire area with distribution network
- Identification of the source of water supply, power, disposal of storm water, sewerage and solid waste
- Integration of the infrastructure with offsite infrastructure Kolkata city
- On the basis of the study of regional connectivity, propose additional connectivity considering the traffic generated from the project.
- The transportation network should indicate the overall road network, pedestrian movement through green corridors. Other modes of mass transport, feeder services, Non-motorized transport
- Mobility plan for the planning area adopting the major right of ways and imparting multi-modal connectivity options for the area from the nearest road and rail connectivity. Necessary transport model need to be carried to assess the traffic volume and mobility pattern.
- The infrastructure planning should indicate the general network of Infrastructure, its quantification, source of generation and disposal, utilities etc.
- The identification of structures to be demolished, its methodology and disposal plan of Construction debris without affecting the surrounding environment so as to have delineation of plots and infrastructure planning.

- Rehabilitation of project affected.
- Identification of the exact land for detail master plan.
- The urban design component should define the overall form of the Port, city, Sky line, 3D form of the buildings, aesthetical considerations, colour and material specifications, standard Streetscapes, street furniture, Plazas, promenades etc.
- The landscape proposal should define hierarchy of open spaces, green corridors, theme parks, recreational area, landscape, plantation strategy etc.
- Based on sustainable development principles,
- The concept plan should meet all statutory regulations, byelaws etc.
- The concept plan should indicate the block costs of different components proposed.
- Broad costing of each element of the development, including the land development, Phasing and implementation strategy
- Draft Development control regulations (is it needed at this stage)
- Presentation to SMP, Kolkata and get the in-principle approval.

Deliverables:

Three hard copies of presentation, Report, Drawings in a desired scale, 3D views of important locations, walkthrough and soft copy.

List of the Drawings but not limited to

- (i) Regional setting
- (ii) Location plan
- (iii) Thematic Landscape proposals
- (iv) Base map with Revenue Data, Topography and Existing Development
- (v) Sanctioned and Proposed Development Plan proposals
- (vi) Existing Land Use Plan in the prescribed format under the State Govt guidelines if any.
- (vii) Proposed Land Use in the prescribed format under the State Govt guidelines if any.
- (viii) Transport Network and Circulation Plan at regional and city level
- (ix) Infrastructure and Utility norms designs, proposal and Plans
- (x) 3D views of the Project area from different angles
- (xi) 3D views from the waterfront
- (xii) 3D views from prominent areas within the Project area such as seafront, promenades, plazas, commercial areas, pedestrian precincts, road cross sections etc.
- (xiii) a 3d movie explaining the conceptual master plan along with Brochures, pamphlets, and other drawings.
- (xiii) Any additional Drawing to explain the project.

Note: All the drawings of ELU and PLU should be at the scale of 1:4000

All drawings should be signed by the appropriate authority from Consultant's side

All maps to be prepared on Arc Info or Arc GIS software

Discussion with stake holders:

To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above plans in order that they can be quickly implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval.

b. Preparation of Final Concept Plan:

The concept plan shall be finalized after discussion with various stake holders through meetings arranged by SMP, Kolkata.

After obtaining formal approval from SMP, Kolkata the draft concept design shall be finalized by consultant and presented to SMP, Kolkata.

Deliverables:

Three hard copies of presentation, Report, and all relevant Drawings as per the List of Drawings to be delivered as indicated in stage III with a desired scale and soft copies of the above.

2.4 Stage - IV : Detailed Master plan of 429acre ($\pm 20\%$) for Redevelopment of Township area:

a. Preparation of detailed draft Master Plan in accordance with the Perspective Plan as per stage-IV.

The SMP, Kolkata shall identify in consultation with the bidder, the area for Detailed Master Plan which will be about 429 acre ($\pm 20\%$)

The SMP, Kolkata shall provide the site plan, site conditions and survey data of the site for the team to begin the work on the project. The client will also share all the past studies / master plans developed with the consultant. The consultant will review in detail the Master Plans and incorporate / refine suggestions as required while developing the Detailed Development Plan.

The Draft detailed master Plan should be based on the proposals of approved Concept Plan and Perspective Plan for Township and should incorporate all the objectives specified in this document. The components of the Master Plan shall be but not limited to:

- Proposed land use plan at desired scale on the project area
- Allocating the use of land for purposes; such as, commercial, residential, industrial and recreational, tourism as identified in conceptual Master plan.
- Designation of land for public purpose, such as educational institution, medical and public health institution, markets, central financial districts, social welfare and cultural institutions, theatres and places for public entertainment, or public assembly, museums, art galleries, government and other public buildings as contemplated in Conceptual Master Plan.
- Delineating plots for each land use in the form of buildable and desired size.
- Designation of areas for open spaces, playgrounds, stadia, gardens, green belts, nature reserves, plantations, walkways etc.;
- Planned on Sustainable development principles,
- Work out in detail the proposed land use areas, population, Infrastructure needs etc.
- Carry out the traffic study, congestion study, parking requirement, connectivity to the region and how the traffic will be disperse in the city.
- Proposal for transport and communications, such as roads, pedestrian pathways, bicycle tracks, park-ways, bus bays, public and private transportation, assess the need of rapid transit and plan accordingly etc. Detail plans, cross and longitudinal sections with formation levels should be given for each road separately.
- Detailed Proposal for water supply, drainage, sewerage, sewage disposal, Solid waste disposal, storm water drainage and other public utilities, amenities and services including electricity gas, communication etc.; The proposal should include the offsite and onsite infrastructures including source and disposal points. The proposal should include detail distribution and collection systems. Detail formation levels of the land for each plot to be given according to the proposals of the Storm water drainage system considering the existing levels of the adjoining land. The SWD proposal should formulated in such a way that no adjoining land is adversely affected.
- Preservation, conservation and development of areas of natural scenery and landscape;
- Mobility plan for the planning area adopting the major right of ways and imparting multi-modal connectivity options for the area from the nearest road and rail connectivity.
- Quantify and Study the impact of the multi-modal traffic generated due to complete development of SMP, Kolkata Township Complex-I on the adjoining /access roads, Railways and suggest proposals to negate the adverse effects.
- The proposals should be in tune with the Environmental considerations so that no adverse effects will be on the surrounding Environment.

- Urban Design guidelines to shape the future form of the city and as a supplement to statutory development control regulations, to bring about a cohesive development pattern and design element into the development.
- Detailed implementation strategy identifying the various modes and method which are suitable for the project. The recommendations should formulate after detail study of the capacity of the organisation, financial situation, available expertise etc. The recommendations should be in detail concrete form which can be implemented.
- Broad Phasing plan Broad cost estimated and various measures for revenue generation. The cost should include all the components of the development to be undertaken by SMP, Kolkata.
- The master plan should satisfy all the statutory provisions
- All other element required to develop the land as defined in objectives.
- Draft Development control regulations incorporating the provisions of the detail master plan.
- Present the proposal to SMP, Kolkata along with 3D views and walk through

Deliverables:

Three hard copies of Presentation, Report, drawings of desired scale and in form of soft copies. All drawings should be signed by the appropriate authority from Consultant's side.

b. Discussions with stake holders:

To interact with all stakeholders / Authorities through workshops, meetings etc. and take all necessary steps to convince them about mutually beneficial aspects of the above Master plan in order that they can be quickly implemented. To hand hold and represent the client in all interactions with stakeholders and authorities to secure their concurrence and approval.

The Detailed draft Master Plan shall be finalized after discussion with concerned stake holders through meetings arranged by SMP, Kolkata to get their acceptance with or without modifications.

The detailed Master Plan should be discussed all the competent authorities who are involved in granting approval, clearances and NOC.

c. Finalisation of the detailed master plan

After obtaining formal approval from SMP, Kolkata on the draft, the Final Master plan shall be prepared. The final proposal should include in addition to the tasks mentioned in Draft Master Plan but not limited to:

- The Proposed land use plan showing Detailed land use at plot level
- Detailed transportation network including Identification of Right-of-Way for all major utility corridors, etc. Intersection designs, Road sections, bicycle lane, other motorised and non-motorised modes of transport. Detail plans, cross and longitudinal sections with formation levels should be given for each road separately. Detail layout for all the infrastructural facilities, network, quantification etc.
- Parking requirement and provision for various land uses.
- Provision of open spaces, gardens, playgrounds, tot lots, neighbourhood gardens etc
- Provision of vendors, informal sectors, vegetable and fish markets etc.
- Designation of land for water supply, drainage, sewerage, sewage disposal, solid waste disposal, storm water drainage and other public utilities, amenities and services including electricity and gas;
- Work out detailed storm water drainage system with formation level of developed land.
- Designation of land for reservation of land for community facilities and services;
- Detailed calculations of areas according to land use FSI consumption, Built up area, Population projections etc.
- Detailed Urban design guidelines for the entire township, Streetscapes, Street furniture,
- Detailed urban design guidelines for each parcel of land with setbacks, frontage Height, Colour, material specification, building features, building forms etc.
- Detailed design criteria for utility buildings, compound wall, Landscape elements
- Detailed landscape design for Parks and Gardens.

- Proposal for rehabilitation of Project affected people if any.
- Present the final master plan to SMP, Kolkata.
- Assist for the statutory approval from the Planning and other authorities

Deliverables:

Three hard copies and soft copies of Report, drawings of suitable scale, 3D views, walk through. List of the Drawings but not limited to

- (i) Regional setting
- (ii) Location plan
- (iii) Thematic Landscape proposals
- (iv) Base map with Revenue Data, Topography and Existing Development
- (v) Sanctioned and Proposed Development Plan proposals
- (vi) Riverfront zonedelineation
- (vii) Proposed Land Use
- (viii) Transport Network and Circulation Plan
- (ix) Infrastructure and Utility Plans
- (x) 3D views of the Project area from different angles
- (xi) 3D views from the waterfront
- (xii) 3D views from Prominent areas within the Project area such as riverfront, promenades, plazas, commercial areas, pedestrian precincts, road cross sections etc.
- (xiii) Plan showing Urban Design Guidelines for each parcel of Land for set-backs, Height, Frontage , Elevational treatments, Colour, Material Specifications, 3D forms, Access, Compound Wall, Plantation, Sign Boards etc.
- (xiv) Detailed Drawings for Landscape for Gardens, Playgrounds, Plazas, Green Corridors, Pedestrian Walkways, Promenades etc.
- (xv) City Signage System
- (xvi) Cross sections of the roads with details of street furniture, kiosks
- (xvii) Submission drawing and report for the approval of all competent authorities. At the required scale.
- (xviii) Any additional drawing to explain the project

Note: All the drawings should be at an appropriate scale

All drawings should be signed by the appropriate authority from Consultant's side

All maps to be prepared on Arc Info or Arc GIS software

2.5Stage V - Detailed Infrastructure design for 429 acre of land:

The consultant shall study existing norms, standards, existing situation, Demand assessment and Gap assessment and then propose design along with propose technology for all the infrastructure such as Water supply, sewerage, Storm water drainage, Electricity, Roads, Fire services, Solid waste disposal, Communication and landscaping, Smart infrastructure of the Redevelopment area of Township

a. Detailed road work design:

The Consultants shall carry out designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to : -

- Detailed road design including road geometries, sections and cross sections
- Requirements of onsite & offsite parking.
- Estimating requirement of bus stops and lay by
- Design of road junctions and grade separators
- Design of pavements including footpaths.
- Pedestrian and Non-motorized movements with specific emphasis on disabled and challenged people-friendly design

- Designs for street furniture, roadside plantations and signage including road safety/traffic control features with inbuilt backup power in case of grid power supply failure along with alternative sources of energy.
- Designs and drawings for service roads, tree planting/fencing.
- Cross drainage works such as culverts, bridges.
- Design of storm water drainage system, kerb, medians
- Traffic amenities (Parking Areas, Bus stops, lay bye, Rest Areas, etc.);
- Other safety features.
- Street lighting
- Provision of utility service crossings along and across the road including Gas and communication lines.
- Design of utility corridor along ROW.
- Specifications of materials, construction techniques as per the latest technology being adopted globally
- Detailed cost estimates, DPRs and Tender documents.
- Process of safety audit.

b. Water supply:

The Consultants shall carryout water supply network designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to :-

- To prepare detailed master plan for water supply distribution system for the Detailed master plan area including design of water supply distribution system under supply of 24 X 7 system sustainable for next 30 years horizon
- Study the existing water supply system demand and system. The source of water will be the water supplied by Kolkata Municipal Corporation.
- The successful bidder shall design the distribution network for the same. Available data of the existing network will be made available.
- Study and presentation of Standards, norms and best practices for water consumption for varied uses.
- Site assessment and identification of project influence area, site constraints and consultation with departments on the collection of data on existing, ongoing and any future proposals.
- Finalisation of various water demands; domestic, commercial, recreational, industrial etc. for planned period
- Study of the particular nature and characteristics of the project site such as topography, hydrology, groundwater, rainwater harvesting etc. Deciding Hydrological water balance, water quantity and quality for water availability for the proposed development.
- Explore self-reliant zone planning approach.
- The consultants will consider alternatives for the layout configuration for Zoning and mode of operation of the water distribution system including the locations and patterns of storage reservoirs and pumping stations
- Design of Water Supply transmission system from existing source /proposed source, up to proposed Water distribution Centres, including pumping arrangement with pumping machinery and electrical equipment's as required
- To design the Water distribution Centres, distribution pipe network, decide locations of ESR / GSR (if required) for each water district for the project area, capacities of ESR/GSR, staging heights,

- In consideration of smart and sustainable planning development principles, the consultant shall endeavour to minimise the use of net fresh intake of water. It shall evaluate options for alternative water sources such as rainwater, recycle / treated water etc.
- The hydraulic analysis through simulation and modelling of the network shall be carried out on the various alternatives in order to enable the selection and the recommendation of the most feasible alternative.
- The costs estimate for Capital and O&M shall be carried out for the various components of the water infrastructure system.
- The application of Supervisory Control and Data Acquisition (SCADA) to reduce the Unaccounted For Water (UFW) in the O & M of water supply system to be made as part of designs.
- Installation of sensor-based valves and smart meters for users.
- DPR for entire water supply system with Tender documents and drawings ready for execution purpose.
- Command and Control Centre for monitoring of O & M of system

c. Sewerage system

The Consultants shall carryout Sewerage system network designs and prepare DPRs, Propose technology, Execution drawings, Structural drawings, bid documents including the following but not limited to : -

- Study the existing sewerage system in project area and the intake points available for municipal connection and its capacity.
- Estimation of sewerage generation, storm water entering in to the sewerage system.
- Assessment for sewerage collection, treatment, recycle and reuse of treated water for various uses etc.
- Identify technologies for abstraction, conveyance, wastewater treatment, sanitation, distribution and collection;
- To suggest Sewerage Zoning for project areas keeping in view the profile and the drainage aspects.
- To design hydraulic sewerage collection system including size and slope of sewers, sewer lines, bedding details, considering soil strata available in project area, type, location and size of manholes, vent shafts etc. The general arrangement of pumps, pumping capacity required for areas for the installation.
- To identify of no. & location of sewerage pumping stations, if required also to prepare hydraulic design, pump house, wet well / dry well details, pumping machinery, suction pipes, rising main, delivery main, manifold no. and pipes of pumps, all civil, hydraulic, electrical, mechanical details, D.G. sets etc.
- Selection of technology for STP if required shall be critically analysed based on the cost and O&M requirements with reference to life cycle cost.
- To prepare detailed hydraulic and structural designs, drawings for system including sewage pump house, rising main, STP / Package Treatment Plant (PTP) including design calculations.
- The collection and disposal of wastewater system shall be carefully analysed. The Consultants will endeavour to reduce pumping and/ or lift stations to minimum.
- To Prepare detailed cost estimates for total sewage master Plan system including collection, transmission and treatment
- Designing of recycling of treated wastewater for watering of green belts, plantation along the roads etc. including pipeline and pumping network
- Design of smart measuring devices to be installed i.e. individual plots to measure the wastewater before discharging the same into the sewer.
- City sanitation plan such as the requirement of PUTS and the plan of implementation and O&M.

- City Command and Control Centre for monitoring of O&M of system

d. Storm Water drainage

The Consultants shall carryout Storm Water drainage system network designs based on existing city drainage system and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to :-

- Study site features, Site and geographical location, Existing and proposed land use, Subsoil water level and its fluctuations, Existing drainage facilities available.
- To study the rainfall pattern for finalizing design parameters like rainfall intensity etc.
- Work out Critical intensity of rain fall to be considered for based on the size of the catchment /watershed using meteorological Data.
- The study of the project area includes the hydrology and storm water drainage scheme will be carried out taking in consideration the hydrological characteristics of the project area,
- The Consultant shall take into consideration various planning principles and approaches such as centralisation / de-centralisation, self-reliant zoning, effectiveness, reliability, cost-effectiveness in operations and maintenance etc. for carrying out optimisation of the network to ensure reliable and quality service delivery.
- The hydraulic analysis through simulation and modelling of the network shall be carried out on the various alternatives in order to enable the selection and the recommendation of the most feasible alternative.
- Study the existing levels and according to storm water drainage system decide the formation levels of the land for the entire project area.
- Design measures for Marine protection methods if required.
- Detailed Design of storm water system including Hydraulic design and structural designs of the network and other flow regulatory systems till the final out flow system
- Prepare Detailed cost estimates, DPR and Tender Documents for execution purpose

e. Power supply:

The Consultants shall carryout Electrical Power network system, grid designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to :-

- Based on the land use and utility plan forecasting the power demand of the project area. Preparation of master plan, power distribution with all types of feeder lines (HT, MV etc.), sub stations (EHV, MV, LV etc.), Distribution network etc. (underground). Planning / reservation of corridors / plots for feeder lines, distribution lines, all types of S/S etc.
- Finalization of source of supply in consultation with supply authority. Preparation of document consisting of phase wise development, norms adopted, source, considered, plans for distribution for the approval of competent authority.
- Design and planning city illumination (roads, gardens, junctions, bus terminals, shelters, etc.) Power supply network planned shall be with looped system to have reliability.
- Get the entire power supply system approved from the competent authority.
- Identifying non-conventional energy sources suitable for the area and prepare detailed master plan for the same.
- Use of smart technology for operation and maintenance of the system including street lights.
- Prepare detailed cost estimates, DPR and Tender Documents for execution purpose

f. Solid waste management plan

The Consultants shall carryout Solid Waste management system, grid designs and prepare DPRs, Execution drawings, Structural drawings, bid documents including the following but not limited to : -

- The Consultant shall recommend the SWM plan and technology with the objective of maintaining high level of cleanliness, hygiene, scientific and sustainable treatment of waste considering waste as resource thereby maximizing resource recovery, safe disposal of residual waste.
- Study the existing SW practices of the Kolkata Municipal Corporation, the existing facilities available for Solid Waste Management in surrounding and its availability to project area.
- Assessment of the solid waste management techniques, types of solid waste, collection, storage, transportation and treatment
- Based on the SWM assessment and characterization the Consultant shall identify the potential SWM options for storage, collection, transport and disposal for all categories of waste.
- Details of final disposal system (Self Sustaining System) including reuse and disposal of Construction & Demolition waste
- The usage of Information & Communication Technology (ICT) in solid waste systems management to be presented. The provisions for ICT integration shall be provided.
- Suggest operation and maintenance system and outsourcing the same.

g. Smart Integrated Infrastructure Plan:

The broad scope of the work is to create and establish excellent Information & Communication Technology (ICT) infrastructure for the SMP, Kolkata and integrate the Information and communication technology in design, construction, operation and maintenance of major infrastructure services and facilities. The plan for ICT infrastructure in SMP, Kolkata must cover high-speed optic fibre connections for various kinds of residential and commercial uses and other uses and the network infrastructure required for the same. The smart Infrastructure would primarily include SCADA system, Surveillance system, Central control and monitoring, Wi-Fi, Fibre optic cables etc. The level of infrastructure, software and hardware shall be decided under stage-II.

Plan for the smart Integrated Infrastructure should include inter alia the following major parts:-

1. Introduction of new initiatives to improve public services delivery,
2. Application of technologies for integrated and efficient management of infrastructure
3. Safety and security system
4. Operation & Management of Public Transportation System and Traffic Management
5. Commercial viability options.

h. Firefighting services:

The consultant shall workout the detail firefighting requirement at the project level and prepare design for the following but not limited to

- The firefighting system shall be designed as per the prevailing National Building Code and local municipal Bye-Laws
- The water requirement for Fire fighting
- Fire hydrant system
- Regulations for observance of Firefighting regulations while designing building on parcel of land

Deliverables: Three sets of all the drawings required to explain the design & systems, Construction, Implementation and monitoring and approval. Along with reports, calculations, standards etc.in Hard and soft copy.

2.6 Stage-VI: Preparation of DPRs and Tender Documents-

a. In order to implement the infrastructure project Detailed Project reports shall be prepared including

- Conduct detailed geo-technical investigations if required, if not available with SMP, Kolkata. Necessary Geotechnical survey shall be carried out by the successful consultant at his cost
- Prepare Techno Economic feasibility (TEF) report
- Prepare detailed designs and drawings (GAD and GFC)
- Prepare detailed cost estimates as per departmental SOR (Schedule of Rates) to be upgraded with prevalent Market Rates
- Assist in technical scrutiny and approval of DPR
- Prepare standard bid documents & assist in procurement

Deliverables: Report, detailed design calculations, standards and parameters of infrastructure, detailed design cost estimates, bid documents in three sets and soft copy.

b. Third Party Validation:

The DPRs, detailed Designs, Design parameters & calculations, Structural Drawings, GAD, GFC etc. shall be got validated by the Third Party as decided by SMP, Kolkata at the cost of SMP, Kolkata. It will be the responsibility of the Consultant to provide all necessary cooperation to the Third Party and obtain their approvals.

2.7 Stage-VII: Investment and Financing Policy and their Strategy:

The consultant shall simultaneously prepare detailed investment policy including land disposal strategy, once the concept Master Plan is finalized for the Township area of 1709 acres. The consultant shall allot the land based on current real estate market and its trends. The Consultants shall carry out the following activities but not limited to

- i. To study the present estate plan and present land use pattern;
- ii. To study the reports already prepared in this regard in the past;
- iii. Prepare models for Land Management and Monetization Plan which is self-sustaining i.e. it generates revenue for its implementation and also streams of revenues for SMP, Kolkata;
- iv. Prepare phasing of development and phasing of estate land disposal,
- v. Prepare Land Disposal and marketing Policy including pricing mechanism, tenure, eligibility criteria, selection process etc. as per the Land Policy of SMP, Kolkata
- vi. Preparation of Marketing booklets, advertisements, media campaign, investors meet etc.
- vii. All Legal documents required for allotment, agreements, charge certificates, termination, monitoring, recovery of dues etc.
- viii. All the activities required for successful marketing and disposal of properties identified for marketing during the Consultancy period.

2.8 Stage-VIII: Market Potential Assessment, International Benchmarking & Project Vision: The consultant will have to undertake a detailed Market Assessment and strategic Business and market potential for the development. The Consultant's approach will, inter alia, utilise market analysis, industry perception analysis, economic cluster identification, demand estimation, financial analysis and economic benefit assessment to fully inform a regional land use and economic development strategy. A key element of the Consultant's approach will be to define economic clusters that respond to the region's strengths and create an economic positioning that is differentiated and attractive for investors, which also helps create jobs and drives economic growth.

2.8.1 Commercialization Strategy

2.8.1.1 The consultant should:

(a) Propose an optimal land monetization strategy and submit a land monetization report.

(b) On the basis of the concept plan developed and the projects identified the consultants will recommend the most suitable investment, development and commercialization model that allows for cost and time efficient execution and maximizes value creation for SMP, Kolkata. For each project, the consultant will propose the most optimal model such as PPP, DBFOT, BOT, EPC, O&M etc.

(c) Consultants will also help in assessing initial capex requirement, need for initial funding/ VGF, target commercial potential and bidding parameters

(d) Create a marketing plan across all stages of the project as required for its successful implementation including concept stage, investment promotion and post implementation plan. Submit a marketing plan report to SMP, Kolkata.

(e) The consultant shall prepare detailed business plan including cash flow, phasing of construction, land disposal, recovery and surplus. On the basis of Business plan consultant shall prepare pricing policy for various land uses. The consultant shall prepare marketing strategy including, publicity, identification of probable investors, Transparent land allotment process etc.

(f) The consultants will have to look at existing policies and recommend changes required for enabling Port led land estate development. For this the consultants should look at relevant international examples as well as SMP's Land Policy where Ports have redeveloped land and commercialized. Consultants should bring in the best practices on policies and practices followed in other markets. The consultant will have to help the client in proposing a note on policy changes required to enable Land commercial development and finalize the marketing and Land Disposal policy.

(g) The Consultant has to carry out the entire Marketing Process for Five years for the project of first phase of KPT Complex-I. This will include identification of potential investors, designing the eligibility terms, conducting investor's meets, advertisement materials, EOIs, RFPs, Marketing booklets, Road shows, Scrutiny of proposals, assistance in selection and assist SMP, Kolkata to complete the formalities of allotment.

(h) Device all the marketing materials, advertisement campaigns, EOIs, RFPs documents, Letters of Intent (LoI), Letter of Allotment(LoA), Estate monitoring systems etc.

i) All the legal documents shall be vetted/validated by the legal expert at the cost of the Consultant.

j) SMP, Kolkata will bear the expenditure of events. But the cost of visits to prospective investors if any shall be borne by the Consultant.

Deliverables: Reports on marketing strategy, business plan, marketing booklets, pricing mechanism, land disposal policy in three sets and soft copy.

2.9 Stage IX : Periodic Supervision during Implementation:

2.9.1 The Consultant shall provide periodic supervision support during the Project Implementation Period identified in the document. The responsibility of the consultant shall be as follows but not limited to:

- i. Periodic supervision: The consultant shall visit the site along with the required expertise required for the work. A total of 24 visits are envisaged during the Project Implementation period. In case the SMP, Kolkata desires to have more than 24 visits the consultant will be paid Rs. 10,000/- per diem per person (this includes lodging, boarding and local travel) and the economy class Air Travel of the person visiting will be reimbursed. These visits shall be in addition to the visits required for completion of planning and design stage.
- ii. Provide any additional design, drawing, inputs, material specifications, approval of shop drawings, and any clarification to the contractors, PMIC, rectification/modification of drawings required due to any reason etc. other than what was provided in earlier stages required for timely and successful implementation of the project. Approval of shop drawings, material samples, structural drawings etc.
- iii. To see that the work is carried out as per the approved drawings and designs.
- iv. Any other related matter as deemed fit by SMP, Kolkata.
- v. Additional copies of Deliverables: On request from the SMP, Kolkata, the consultants shall provide any number of copies of deliverables on the basis of mutually agreed cost

2.9.2 Responsibility of SMP, Kolkata:

SMP, Kolkata shall provide the following information and conduct the following surveys to ensure that the project can proceed on the fast-paced schedule indicated:

- (a) CAD Drawings of the existing area along with the Land Ownership details of the 2043acre of land

- (b) GIS developed for the purpose of the Estate Management
- (c) The Drone Survey of the entire area is expected to be undertaken by SMP, Kolkata shortly. The same will be made available to the Consultant.
- (d) Available information about the existing Infrastructure. The Consultant will have to collect any missing information about the Infrastructure in the Project area from
- (e) Development Plan of KMDA- sanctioned & revised.
- (f) Port Master Plan of KDS & HDC
- (g) Estate data
- (h) Available Geo-Technical Investigations in SMP, Kolkata areas
- (i) Reports received from various committees who have worked towards developing a master plan.
- (j) Indicative bathymetric chart for entire harbour
- (k) Available cadastral data as available shall be provided by SMP, Kolkata.

3. Approvals and Statutory requirements: -

- a. The consultant shall provide all the necessary help, drawings, and report for obtaining approval from the planning authority.
- b. The Consultant shall prepare the necessary supporting documents, plans, report etc. for the submission of the plans to the authorities for the notification of the Detailed Development plan and to obtain the EIA and Environmental clearance.
- c. The SMP, Kolkata shall issue supporting letters to the consultant to liaise with authorities and consultant shall arrange presentations with authorities for the sanctioning and notification of the Structural plan. The consultant shall also present the technical documents and provide necessary support for the process.

4. Payment Schedule:

4.1. The total Consultancy fee shall be as mentioned in Form 14A and 14b. This shall be inclusive of all out of pocket expenses to be incurred by the Consultant towards rendering of all the services mentioned the Terms of Reference and GCC including site visit, Travel, Documentation, communication, Surveys mentioned in TOR, all taxes, royalties, fee, payment to the personnel and charges, excluding the service tax which will be reimbursed separately.

4.2 Time & Stage Payment Schedule:

SL NO	DELIVERABLES	DURATION	% OF PAYMENT
Kick Off		T + 0 Months	
Part-I Overall Concept Master Plan for 4122 acre (±20%)			
1	Stage –I : Preparation of Inception report	T + 0.5 months	1 %
2	Stage-II: Interim Report-Study of existing situation	T + 2 months	3 %
3	Stage-IIIa : Draft Conceptual Master plan	T + 3 months	5 %
4	Stage-III b. Preparation of Final Vision & Concept Plan	T + 4 months	8 %
Part- II Detailed Master Planning for 429 acre (±20%) of Township Redevelopment area			
5	Stage – V a: Detailed draft Master plan of Kolkata Port Township Complex-I	T + 8 months	5%
6	Stage – V b: Finalization of the Detailed draft Master plan of Kolkata Port Township Complex-I	T + 9 months	8%
7	Stage VI- Detailed Infrastructure design	T + 12 months	6%
8	Stage VII:Preparation of DPRs and Tender Documents	T + 14 months	10%
9	Stage VIII : Marketing Policy and Strategy, Market Potential Assessment, International Benchmarking & Project Vision, Marketing Policy, Commercialization Strategy and Implementation	T + 12 months	3%

SL NO	DELIVERABLES	DURATION	% OF PAYMENT
	roadmap		
10	Marketing Process for Five Years	T + 60 months	5%
11	Award of works	T + 18 months	2%
12	Implementation & Periodic Supervision	T + 19 months to 60 months	1% every month (for 41 months)
13	Final Completion Report	T+ 60 months	3%
Total		T+ 60 months	100%

Note: The Payment at each stage shall be released only after the approval or sanction of the Submittals from the competent authority at SMP, Kolkata. However, on request from consultant, SMP, Kolkata may release 20% of the payable fees of the concerned stage immediately after the submissions without waiting for the approval or sanction provided the submission should reasonably cover all the aspect of the concerned stage. The consultant shall also be responsible for obtaining all necessary approvals from any authority as may be required for the Master Plan and DPRs.

Unless the submission of the earlier stage of work is approved, no submission for next stage shall be submitted by consultant.

If however the Implementation and Periodic supervision stage continues beyond 41 months then extra payment of 1% per month for the subsequent months may be made at the discretion of SMP.

5. Facilities to be provided by the consultant & the Employer

5.1 Facilities to be provided by the consultant

The Consultants shall make their own arrangements for transport (vehicle) at the project site. The Consultants shall also provide at their own cost all facilities, equipment (engineering and office), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail /Internet) and support staff which they consider to carry out the Services. After completion of the Service, all such articles deployed by the Consultant shall remain as their property.

5.2 While the presentation of the proposal at various stages all the key persons shall remain present. In case of unavoidable circumstances, the key person needs to depute his substitute who is fully conversant with the project.

6. Facilities to be provided by the Employer

The Employer shall make available to the consultants covered areas for office accommodation anywhere in the Employer's estate free of cost with free water supply. Electrical connection on the payment of deposit, installation charges and charges towards consumption of power, at the prevailing rates of the Employer. However, the consultant shall bear the cost of furnishing and maintenance of the office. On completion of the contract the consultant shall hand over the office in as is where is condition to the Employer.

7. Manpower to be deployed at SMP, Kolkata site:

SL NO	DESIGNATION	PRESENCE AT SMP, KOLKATA OFFICE
1	Urban Planner-cum-Team Leader. In the absence of the Team Leader senior Graduate Architect with Post Graduate in Urban Planning with Minimum 20 years of experience should be available	For the entire period of consultancy.
2	Resident Civil Engineer as site supervisor only during periodic supervision with Graduate in civil engineering with minimum experience of 15 years of execution of work	The presence is required from the stage of Infrastructure design to Completion of the Project
3	Architect-Urban Planner cum onsite Project Manager with minimum experience of 10 years of execution of work	For the entire period of consultancy.
4	Procurement Specialist having 10 years of experience in government consultancy procurement	The presence is required during the Preparation of tender document to

SL NO	DESIGNATION	PRESENCE AT SMP, KOLKATA OFFICE
		Award of Contracts
5	PPP Expert & Real Estate Expert for project monetisation & Transaction Advisory with minimum 15 years' experience.	The presence is required from the stage of Detailed Master plan of Redevelopment to Completion of the Project
6	Required supporting staff. having adequate knowledge of AutoCAD, data processing and data entry	For the entire period of consultancy.

Note: The Person deployed at site shall be authorised to take decisions. Also expertise of any additional Key manpower as may be felt required during execution of the project till its completion should be provided by the Consultant.

APPENDIX – II

Consultant’s Key Personnels’

The Consultant’s team (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	Qualification Criteria
Urban Planner cum Team Leader	He shall be responsible to lead, coordinate and supervise the Consultancy Team for delivering the assignment in a timely manner as envisaged in this RFP. He will develop the concept master plan of all estate of Kolkata port excluding Custom bonded area and Detailed planning with Infrastructure design and DPR of the Township redevelopment area. He shall not delegate his responsibilities except with the prior written approval of SMP, Kolkata.	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years’ experience with an experience of Team Lead for Master planning project of minimum area of 1000 ha (2471.05 acre).
Urban Planner (International)	He shall be responsible for concept design and detailed planning for waterfront led mixed use development of port lands.	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years’ experience with international experience of atleast 2 mixed landuse waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch outside India.
Regional Planner	He shall be responsible for preparation of Concept master plan and setting the vision for Kolkata port studying the regional setting and the interaction of the port with its hinterland.	Bachelor in Architecture or Social Sciences and PG in Regional Planning; should have minimum 20 years experience in international metropolitan planning (population 10 lakh or 1 million), coordinating long term public-private planning and development strategies.
Infrastructure Expert	He shall be responsible to prepare the infrastructure design, DPRs, plans etc.	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years’ experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 ha (247.10 acre) in India.
Environment Expert	He shall be responsible for ensuring the compliance of all necessary environmental sensitivities, regulations, acts and procedures related to master plan.	Post-Graduation in Environmental Planning/ Engineering with minimum of 12 years’ experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).
Port Planning expert	He shall be responsible for developing the vision for Port development and formulate strategies for development of Port and Port Allied areas. Identification of land required for Port & Port allied areas to sustain the growth of	Post-Graduation in Civil/Structural Engineering with minimum 25 years’ having sound knowledge in port business operations and experience in India or Internationally in port facilities planning and in “Green port” initiatives.

Key Personnel	Responsibilities	Qualification Criteria
	future Port activities	
Smart City Expert	He shall be responsible for planning all the smart infrastructure components for civic infrastructure such as water supply, electricity, street lighting, security system, communication, Sewerage system operation and management, control room. etc	IOT expert with 20 years experience; evaluation of applicability of emerging technologies in management of Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/communication/surveillance system for minimum area of 100 ha (247.10 acre).
Urban Designer	He shall be responsible for urban design of the overall townships, public spaces, streetscapes, and other aspects of the project	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years' experience with experience of designing an area of minimum 50 ha(123.55 acre).
Transportation Planner	He shall be responsible for planning and designing the transportation network, circulation etc. within the Project including Road designs, its geometry, Parking, road sections etc.	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 20 years' experience of intermodal public transport planning of a minimum area of 500 ha(1235.53 acre). Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.
Regulatory, Legal and PPP Expert	He shall be responsible for identification, formulation and implementation of PPP projects,	MBA finance/any equivalent PG with 15 years' experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.
Social Development & R&R Expert	He shall be responsible to analyse the social impacts of the proposed planning interventions and prepare detailed strategy for Relocation and Resettlement of project impacted subjects.	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.
Real Estate Expert	He shall be responsible for preparing Marketing strategy, Business Plan, Marketing Policy, advertisement campaign and all the related documents.	MBA or CA or any Post Graduate with 15 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).

Note:

- i. In addition to above, the consultant shall deploy all the necessary staff such as Cost & Estimation Engineer, GIS Expert, Procurement expert, Revenue Data expert (retired Revenue officer), Site Supervisors, Architect, Legal expert, Technical assistant etc. required to complete the task as per the scope of work.
- ii. in addition to above the team mentioned in Para 3 below shall be placed in the office of SMP, Kolkata till completion of project free of cost. SMP, Kolkata shall provide required office space for the staff. An independent electric connection will be given to the office space, for which the consultant shall pay the monthly electricity charges. The furniture, computer and other hardware along, software and consumables shall be provided by the consultant at his cost. The team may be supported with all the logistic support by consultant.

- iii. The team leader proposed must be a permanent full time employee of the firm or in case of a consortium /JV, of the Lead Member of the consortium/JV. It is desirable that the other key staff be either permanent full time employees of the firm or have a dedicated full time contract to work on this project.
- iv. A CV shall be summarily rejected if the educational qualification of the key personnel proposed does not match with the requirement as given in the RFQ cum RFP.
- v. If the Applicant being a Consortium is qualified on the strength of the experience of a member which is a foreign company/ entity, requisite key personnel from that foreign company/ entity shall be fielded.
- vi. In case an Applicant is proposing key personnel from educational/ research institutions, a 'No Objection Certificate/ Consent Letter' from the concerned institution shall be enclosed with his CV clearly mentioning his/ her availability for the assignment. In the absence of such certificate, his/ her CV will not be evaluated.

APPENDIX III

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

KNOW ALL BY THESE PRESENT that (The name of Bank) _____ a banking corporation carrying on banking business including Guarantees at Kolkata and other places and having its office at _____ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns);

WHEREAS Board of Trustees of Syama Prasad Mookerjee Port constituted under the Major Port Trusts Act, 1963 (hereinafter called 'The Board' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited proposals for **NIT No.SMP/KDS/LND/66-2020 RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of lands under Kolkata Dock System of SMP, Kolkata"** (hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Proposal Document'.

AND WHEREAS (Name of Consultant _____ (hereinafter called the 'Consultant') has offered to carry out the assignment as specified in Terms of Reference and Conditions included in the 'Proposal Document'.

AND WHEREAS the Board has accepted the Proposal of M/s. _____ (Name of Consultant) (vide its letter No. _____ dated _____ day of _____ 20. AND

WHEREAS it is one of the conditions of the accepted proposal that the (Name of the Consultant) M/s. _____ should inter alia furnish a guarantee of a Nationalised Bank/Schedule Bank having its branch in Kolkata for a sum of Rs. _____ (Rupees _____ only) being 10% of the Award price as security for the due performance of terms and conditions subject to which the said 'Proposal' has been accepted by the Board.

AND WHEREAS, the M/s. _____ (Name of Consultant) have requested the Bank to give the said guarantee and the Bank has agreed to do so on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. _____ (Rupees _____ only).

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Board upon demand in writing whenever required by it from time to time so to do without referring to the (Consultants name) _____ and without questioning the right of the Board to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. _____ (Rupees: _____) as may become payable to the Board by the Consultant by virtue or arising out of the above mentioned 'Proposal' or by reason of any breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. _____ (Name of Consultant) in respect of which the decision of the Board shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Board to M/s. _____ (Name of Consultant) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Board under or by virtue of the said Assignment have been fully paid and the M/s. _____ (Name of Consultant) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. _____ (Name of Consultant) has executed the Assignment to the satisfaction of the Board. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the Board that the Board shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Board or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against

M/s. _____ (Name of Consultant) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. _____ (Name of Consultant) or for any in forbearance indulgence by the Board to the M/s. _____ (Name of Consultant) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving them.

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the _____ day of _____, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Board and the said Bank doth hereby further covenant and declare that if the said _____ do not obtain and furnish renewals of _____ this Guarantee for a further period of one year to the Board not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals thereof as to keep the same valid and subsisting till the date of completion certificate to be issued by the Board and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board.

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Board all the rights of the Board under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).

This bank guarantee shall be valid up to _____ and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before _____.

SIGNED SEALED AND DELIVERED:

by the with named _____

_____ through its

duly constituted Attorney/s

_____ in the presence of.

APPENDIX-IV

FORM OF AGREEMENT

DRAFT OF CONTRACT AGREEMENT

This Agreement made at Kolkata the _____ day of _____ 20__ between THE BOARD OF TRUSTEES OF THE SMP, KOLKATA incorporated by Major Port Trust Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "the Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of SMP, Kolkata its successors and assigns) of the ONE PART and _____

_____ of _____ (mention city where located) carrying on business in partnership in the firm name and style of _____ having registered with the Income Tax Department of Government of India No. _____/_____ No. _____ having their/ his office at _____

_____ the company being registered under the Indian Companies Act, 1956 / _____ and having its registered office at _____

_____ (hereinafter called "the Consultant/s" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the person named, his or her survivor or survivors of them, the heirs executors, legal representatives and administrators of such last survivor and their/ his or her permitted assigns/ the company named its successors and permitted assigns) of the OTHER PART.

WHEREAS the Board invited offers for _____

_____ AND WHEREAS the Consultant/s submitted his/their/its offer dated _____ which was subject to the terms and conditions as contained in his/ their/ its letters referred to in the Schedule 'A' hereto respectively and which bid/tender is subject to the said terms and conditions was accepted by the Board by the letter of _____ (Designation of HOD) bearing No. _____ dated _____

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

- a. The Bid Document including Technical and Financial proposal.
- b. Pre-bid minutes
- c. Clarification issued to the queries of the bidders
- d. The Consultants' and the _____'s (Mention the designation of the HOD) letters referred in the Schedule 'A' hereto, and
- e. The acceptance of the Bid by the said letter dated the _____ day of _____ 20__ from the _____ (mention the designation of the HOD) of the Board to the Consultant/s.

3. In consideration of the payments to be made by the Board to the Consultant/s as hereinafter mentioned, the Consultants DO and each of them DOTH severally and jointly HEREBY CONVENANT with the Board to carry out and complete within the stipulated period (time being the essence of this contract) the work of _____

_____ and all other ancillary work as described in the bid documents, in accordance with the

Terms of References and in conformity in all respects with the provisions of the Contract (hereinafter collectively called "the Contract work").

4. The BOARD DOTH HEREBY CONVENANT to pay to the Consultant/s, in consideration of the Consultant/s carrying out and completing within the stipulated period (time being the essence of this contract) the contract work to the entire satisfaction of the _____ of the Board in all respects, the contract price (mention the designation of the HOD)

OR

quoted by the Consultant/s * (after taking into account the rebates offered by the Consultant/s) at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Consultant/s has/ have hereunto subscribed and set his/ their respective hand/s and _____ seal/s

_____ or the duly Constituted Attorney of and for and on behalf of the Consultant/s has/ have hereunto subscribed and set his/ their hand and seal/s the Common Seal of the Consultants hath been hereunto affixed and the _____ of the Board of Trustees of SMP, Kolkata for and on behalf of the (Designation of HOD)

Board has set his hand and seal and the Common Seal of the Board hath been hereunto affixed the day and year first above written.

* strike out if there is no rebate.

THE SCHEDULE 'A' ABOVE REFERRED TO
(The Schedule of letters)
(Here please mention Consultant/s' and SMP's letters)

SIGNED, SEALED AND DELIVERED

by the above named _____ Constituted Attorney

in the presence of _____

OR

SIGNED, SEALED AND DELIVERED

by the above named _____ Signature of Consultant/s

on behalf of themselves and for and on behalf of _____

in the presence of _____

OR

The Common Seal of _____ Director

affixed pursuant to a resolution of the Board of Directors dated the _____ day of _____ 200__ in the presence of

and _____ two of the Directors of the said Company. Director

SIGNED, SEALED AND DELIVERED by

(Name & Designation of HOD)
for and on behalf of the Board of Trustees of
SMP, Kolkata in the presence of _____ (Designation of HOD
_____ concerned)

The Common Seal of the Board of Trustees
of SMP, Kolkata was affixed in the
presence of _____
Secretary, Syama Prasad Mookerjee Port.

Secretary
Syama Prasad Mookerjee Port

APPENDIX - V

FORMAT IN CASE OF JOINT VENTURE AGREEMENT

(MEMORUNDUM OF UNDERSTANDING)

Know all men by these presents that we, ----- and -----
----- (persons and companies name) (herein after collectively referred to "the consortium /
Joint venture") for execution of Bid.

Whereas the board of Trustees of SMP, Kolkata (hereinafter referred to as "theSyama Prasad Mookerjee Port,
Kolkata") has invited Bids from the interested parties for ----- (hereinafter
referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of -----
----- in accordance with the terms and conditions of the Bid.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are ----
----- (role and responsibilities of each firm for administrative arrangement for management and
execution of contract are given in the format below) and ----- (name of the person) of (name of the
firm) and ----- (name of the person) and ----- (name of the firm) are the authorized
representative of respective firms

**The above mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the
“Parties” and each is individually referred to as a “Party”.**

NOW IT IS HEREBY AGREED as follows:

- 1) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
- 2) Role of and Responsibility of each member of JV/Consortium :

Particulars	Lead Member	Member 1	Member 2
Name of Firm			
Role and Responsibilities			
% share of work			

3) As whereas it is necessary under the tender Bid conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid bid.

4) We hereby nominate and authorize ----- as our Lead Member/constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of the Bid No: _ _ _____ and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

5) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

6) The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

7) Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ cum RFP and the Contract, for the performance of the Contract.

8) Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

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

Miscellaneous

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

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

In witness hereof we have signed this deed on this the ----- day of -----

1. For lead Member

SIGNED SEALED & DELEVERED

By the with named-----

-----through its
duly constituted attorneys
----- in the presence of

2. For consortium member

SIGNEDSEALED& DELEVERED
By the with named-----
----- through its
duly constituted attorneys
----- in the presence of

3. For consortium member

SIGNEDSEALED& DELEVERED
By the with named-----
----- through its
duly constituted attorneys
----- in the presence of

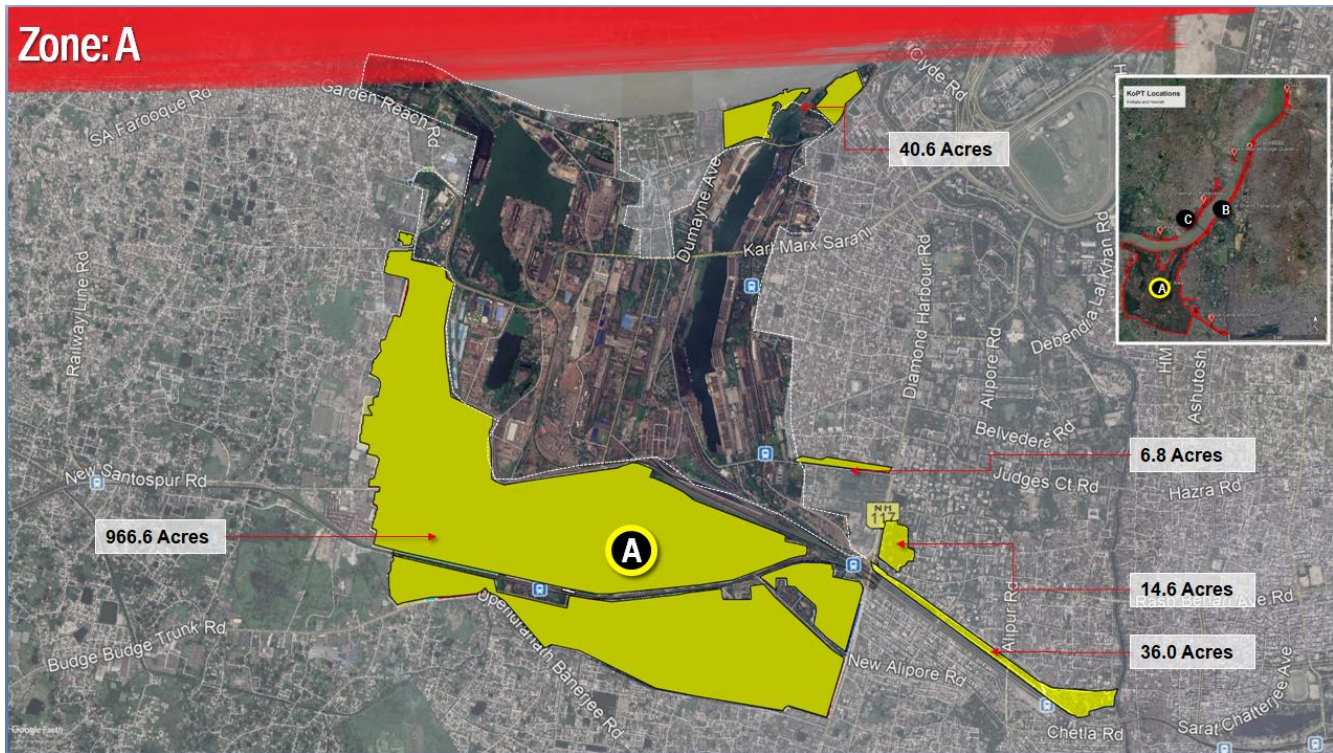
In the witness of
1. Name and address
Signature

2. Name and address
Signature

APPENDIX – VI

Location Plan





Section 6

FORMS FOR TECHNICAL AND FINANCIAL PROPOSALS

Sr. No.	Description
To be submitted in Technical Proposal	
Form-1	Checklist of Documents submitted
Form -2	Form for Application
Form- 3	Bidder's Profile
Form- 4	Major works during last Ten years which best illustrates Qualifications for the Assignment under Offer.
Form- 5	Details of Key Personnel
Form- 6	CVs of the Key Personnel
Form- 7	Details of the Proposed Manning Schedule
Form - 8	Form for average Turn Over
Form - 9	Undertaking for Not Barred or Blacklisted
Form - 10	Undertaking for obtaining Permission to work in India
Form - 11	Affidavit of Correct Information
Form -12	Details of sub consultants
Form -13	Power of attorney
To be submitted in Financial Proposal	
Form-14A	Letter for Financial Proposal
Form – 14B	Format for Financial Proposal
Form-15	Proposal for monthly Remuneration for Personnel.

Form – 1

Checklist of Submission

Sr.No.	Particulars	Yes/no	Page
1	Status of the Bidder Individual/JV/Firm		
2	Turnover eligibility CAs certificates		
3	Technical eligibility		
4	Clients Certificates for project experience		
5	Duly filled Forms for Technical proposals excluding Approach Methodology and Concept design		
6	All submitted in separate folders are signed by respective key person		
7	All the documents are Numbered and signed by the authorised Signatory		
8	Processing fee is paid		
9	Bid security is paid		
10	All the documents are properly kept in separate folders.		
11	Additional One copies of technical proposal submitted in separate folder.		

Seal and Signature, name and designation of the authorised signatory)
For and on behalf of

FORM -2
FORM FOR APPLICATION
(On the Letter head of the Bidder)

Date :

To,
The Estate Manager (R&D)
Syama Prasad Mookerjee Port
15, Strand Rd,
Fairley Place, B.B.D. Bagh,
Kolkata - 700001

Sub.: RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of lands under Kolkata Dock System of SMP, Kolkata"

Ref: NIT No.SMP/KDS/LND/66-2020 published / downloaded on _____

Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above. We confirm the validity of the proposal for 120 days from the date of opening of Technical Proposal.

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 SMP or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

I/we have submitted our Bid with Bid security separately lodged alongwith the technical Proposal.

In case we are shortlisted we commit to submit the Approach Methodology Concept design and Financial Proposal.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

We are enclosing our Proposal including Technical Proposal as per the clause no 2.21 in one original plus two copy of the Technical Proposal, with the details as per the requirements of the Proposal Documents, for your evaluation.

Seal and Signature, name and designation of the authorised signatory)

For and on behalf of

FORM-3
Bidder's Profile

(Page1-3)

I. Particulars of the Bidder : (Individual Firm/ Consortium/JV.).....

II. Title of Consultancy:

III. State whether applying as Sole Firm or Lead Member of a consortium:

Sole Firm:
Or
Lead Member of a consortium :

IV. 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:

V. Brief description of the Company including details of its main lines of Business

.....
.....
.....
.....
.....
.....
.....
.....
.....

VI. Name, designation, address and phone numbers of authorised signatoryof the Bidder:

Name:
Designation:
Company:
Address:
Phone No.:
E-mail address:

VII. If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms:

- (i)Name of Firm:
- (ii)Legal Status and country of incorporation

VIII. `Registered address and principal place of business.

For the Bidder, (in case of a consortium, for each Member), state the following information:

- (i) In case of non Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address(es), year of establishment in India.

- (ii) Has the Bidder 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

- (iii) Has the Bidder/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?

Yes/No

- (iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

- (v) Has the Bidder or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.

IX. Does the Bidder'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?

Yes/No

X. If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to the SMP, Kolkata and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?

Yes/No

XI. Does the Bidder intend to borrow or hire temporarily, personnel for performance of the Consulting Services?

Yes/No

XII. If yes, does the Bidder agree that it will only be acceptable as Consultant, if those personnel 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?

Yes/No

Has the bidder one of the **principal business in Architecture & Urban Planning**.

Has the bidder or in case of the consortium, the Lead Member experience of preparing atleast one Master Plan/Development Plan with minimum **1000 ha** area during last 10 years i.e. from 2.11.2010 till Proposal Due Date. And the information given in the prescribed format of experience and reference/ completion certificate is given Yes/No

Have the bidder Establishment in India for at least **3 years** i.e prior to 2.11.2017. Yes/no

The bidder should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of Minimum Rs. 25 Crores (Rs 250 Million). In case of consortium, the gross turnover of all consortium members shall be considered provided it is certified by the concerned chartered accountant of the consortium members. Yes/No

Has the bidder or in case of the consortium, the Lead Member planned a waterfront development with mixed land use on an area of **100 ha**. with a minimum waterfront of **5 Km** during last 10 years i.e. from 2.11.2010 till Proposal Due Date. And the information given in the prescribed format of experience and reference/ completion certificate is given. Yes/No

The bidder/consortium should have prepared DPR and transacted (award of work) 5 projects on Water supply/Sewerage & Drainage/SWM/ and 2 DPR on Road & Transport of minimum of Rs. 200 Crores (Rs.2,000 million) and Rs 100 Crores (Rs 1000 million) respectively during last 7 years. Yes/No

Have the bidder marketed **one project** of minimum investment of **Rs.500 Crores (Rs 5000 million)** during last 10 years i.e. from 2.11.2010 till Proposal Due Date And the information given in the prescribed format of experience and reference/ completion certificate is given. Yes/No

(Seal and Signature, name and designation of the authorised signatory)
For and on behalf of

FORM - 4
(Page 1 of 2)

(To be provided separately for each project experience required under Clause no 2.10 alongwith Reference letter or completion certificate From client)

MAJOR WORKS DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS FOR THE ASSIGNMENT UNDER OFFER.

(i) The following information should be provided in the format indicated for each reference project for which your company, either individually as a corporate entity or as one of the major companies within a consortium was legally contracted by the client stated below.

(ii) The information should be specific & to the point to facilitate a quick and objective decision.

(iii) Use a separate sheet for each separate work.

1) Project Name : _____

2) Country : _____

3) Project location : _____
in the country

4) Name & Address : _____
of the client with _____

Tel. No. & Fax No. _____

5) Do you have any objection if the client is contacted for reference?
Yes/No.

6) Detailed narrative description of the work including project components, Area of the Project, Built up area, Design elements, Status of the Project ,interalia, nature of the work performed etc..

7) Were the services provided exclusively by your firm? Yes/No (or)
Were services provided by your firm in association with other firms? Yes/No
Exact description of the division of responsibility for items listed at (6) above as between you & your Associate:

FORM - 4

(Page 2 of 2)

(to be provided separately for each project alongwith Reference letter or completion certificate From client)

9) Detailed description of the actual services provided under following types for each component of the project

- i) Overall Concept Port land Master Plan
- ii) Detail master planning
- iii} Urban design
- iv) Detailed infrastructure design and engineering for implementation of the Project
- v) Preparation of DPR
- vi) Marketing plan &Marketing activity
- vii) Preparation of tender document
- viii) Periodic supervision

& the share and role of your firm & of the Associate, if any, against each type of the component & each type of service listed above.

10) Professional Staff provided:

	Own Firm	Associate
--	----------	-----------

No. of Professional Staff:

- a) Experts at the level of subject specialties & their principal assistants.
- b) Supporting technical staff (excluding draftsman & office staff).

No. of man months of (a) + (b)

11) Assignment start date : _____
(Month/Year) _____

12) Assignment completion : _____
Date (Month/Year) _____

13) Duration of assignment : _____ (months)
Day this _____ day of _____ 20

Note : The consultant may add any additional information required to prove the eligibility.
The term "Completion" means

(Seal and Signature, name and designation of the authorised signatory)
For and on behalf of

Form- 5
Details of Key Personnel

Sr.No.	Name	Position	Educational qualifications	Related Experience	Employed with

(Seal and Signature, name and designation of the authorised signatory)
For and on behalf of

Form -6

CV (Curriculum Vitae)

1. PROPOSED POSITION FOR PRESENT ASSIGNMENT

2. NAME

3. DATE OF BIRTH

5. NATIONALITY

6. RELATION WITH THE BIDDERS

7. EDUCATIONAL / QUALIFICATION

8. WORKING IN THE FIRM SINCE

9. COUNTRIES OF WORK EXPERIENCE

10. LANGUAGE

11. EMPLOYMENT RECORD (STARTING WITH PRESENT POSITION, PERIOD, EMPLOYER - POSITION HELD AND DESCRIPTION OF DUTIES)

12. DETAILED TASKS ASSIGNED: Work undertaken best illustrates capacity to handle the tasks assigned.

(List the tasks one by one giving list of project name and component, year, position held, exact duties rendered with time spent on each project).

13. CERTIFICATE

I, the undersigned, certify that, to my knowledge and belief this bio-data correctly describes myself, my qualifications and experience.

Signature of the Key Person

DATE OF SIGNING

(Seal and Signature, name and designation of the authorised signatory)

For and on behalf of

FORM-7

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form.

c) **Organization and Staffing.** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.)

FORM 7A: WORK SCHEDULE

SI No	Deliverables	Month										
		1	2	3	4	5	6	7	8		n	TOTAL
1	D-1											
1a												
1b												
1c												

2	D-2											
2a												
2b												
2c												

n	D-n											

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM 7B: PROPOSED MANNING SCHEDULE OF KEY PERSONNEL

	Proposed Position of Key Expert	Name	Availability	Manning Schedule										Total Months
				Months										
				1	2	3	4	5	--	--	16	17	18	
1			Onsite											
			Offsite											
2			Onsite											
			Offsite											
3			Onsite											
			Offsite											
.....			Onsite											
			Offsite											
n			Onsite											
			Offsite											
Add														

Note :The manning schedule for the support personnel of the consultant should given separately.

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

FORM-8
Average Turn Over of the Firm from Consultancy service:
(Separately to be submitted for each consortium Member if any)

Sr.No	Year	Turn Over in Rs
1	2017-2018	
2	2018-2019	
3	2019-2020	
4	Average	

(Seal and Signature, name and designation of the Chartered Accountant)

(Seal and Signature, name and designation of the authorised signatory)
For and on behalf of

FORM 9

Undertaking for not barred or Blacklisted

I/We hereby undertake the following:

1. I/We undertake that neither I/we or any of our consortium members and any of its constituents has been barred from taking part in any bid/tendering process or blacklisted by any Central and/or State Government and or Public Sector Undertaking of India.
2. I/We undertake that neither I/we individually or institutionally are not in any manner involved with the selection/screening process of this RFP and employees of SMP, Kolkata.
3. I/we have not made any payment or illegal gratification to any person/authority connected with the Bid process so as to influence the bid process and have not committed any offence under the PC act in connection with the bid.
4. During the last five years, I/We 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 me/us or our Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by me/us.

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

FORM 10

Undertaking for obtaining Permission to work in India

(For Consultants Registered outside India)

I/We undertake that, In case we are selected as successful Bidder, I/We (Bidder / Lead Firm / Individual) will obtain prior permission from Govt. of India to function as consultant for the project within 21 days from the issue of LOA from the Authority.

Date

Note: Strike off whichever is not applicable

Seal

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

FORM-11

Affidavit of Correct Information

[Rs.100/- (Rupees Hundred only) Stamp Paper duly notarized]

**The Estate Manager(R&D)
15, Strand Rd,
Fairley Place, B.B.D. Bagh,
Kolkata- 700001**

With reference to the documents submitted to SMP, Kolkata, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed.

All documents and information submitted in Technical Bid (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be inaccurate/ incorrect/ misleading, we understand that our bid is liable to be cancelled or if contract is awarded, contract is liable to be terminated, without prejudice to any of the rights of SMP, Kolkata, which otherwise may be accruable to SMP, Kolkata.

I also undertake that I will furnish all other documents required under the bid document or contract, after signing the agreement during execution of work.

Seal

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

FORM-12

Details of Sub Consultants (if any)

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:

3. 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

(Seal, Signature and name of the authorised signatory)

Note:

Use separate form for each Sub-Consultant

FORM-13

Power of Attorney for signing of Proposal

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ 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 "Attorney") 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 **NIT No.SMP/KDS/LND/66-2020 RFP for "Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land under Kolkata Dock System of SMP, Kolkata"** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Consultants' and other conferences and providing information / responses to the SMP, Kolkata, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the SMP, Kolkata 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 and/or till the entering into of the Service Agreement with the SMP, Kolkata.

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

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

For _____

(Signature)

Witnesses:

1
2

Accepted [Notarised]

(Signature)

(Name, Title 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.
- Also, wherever required, the Consultant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

FORM-14 A

LETTER FOR FINANCIAL PROPOSAL

(To be submitted only by shortlisted Consultants)

From :

To

The Estate Manager(R&D)
15, Strand Rd,
Fairley Place, B.B.D. Bagh,
Kolkata- 700001

Sub.: RFP for “Appointment of Consultant for Planning, Design and Program Management Support for Master Planning and Detailed Design of land under Kolkata Dock System of SMP, Kolkata”

I/We have perused the Proposal Document for subject assignment containing Terms of Reference in APPENDIX-I and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

Our total price offer inclusive of all taxes (Excluding GST which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during the assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference" (enclosed as Appendix-I to the Proposal Document) is Rs. _____ (i.e. _____ in _____ Words _____ Rupees _____ only).

This offer is valid for a period of 120 days from the date of opening of the financial proposals.

I/We also agree to accept the payments as per Payment Schedule stated in Clause 4 of the ‘Terms of Reference’ and also as per clause 2.21.7 and 2.21.11 of Instruction to Bidders.

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

FORM-14 B

Financial Proposal

Sl. No.	Description of works	Quantity	Rate	Unit	Amount (Rs)
1.	RFP FOR APPOINTMENT OF CONSULTANT FOR PLANNING, DESIGN AND PROGRAM MANAGEMENT SUPPORT FOR MASTER PLANNING AND DETAILED DESIGN OF LANDS UNDER KOLKATA DOCK SYSTEM OF SMP, KOLKATA.	Lumpsum	Not to quote here	Per Operation	Not to quote here

(Total Fees in words) Rs. _____ only.

Note :The Financial Proposal is inclusive of all taxes (Excluding GST which is reimbursable as per actual), incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentation to be made during all assignment, sundries, all stages all other items involving expenditure for execution of this assignment covering scope as stipulated in "Terms of Reference"

Seal

Authorized Signature [in full and initials]:

Name

Designation:

Name of Firm:

Address:

FORM 15

Monthly Remuneration Of The Different Personnel For Working Out The Cost Of Change In The Terms Of Reference.

(To be submitted only by shortlisted Consultants)

Sr No	Key Personnel	Qualification & Experience	Monthly Gross remuneration	
			In Figures	In words
1	Urban Planner cum Team Leader	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' experience with an experience of Team Lead for Master planning project of minimum area of 1000 ha (2471.05 acre).		
2	Urban Planner (International)	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' experience with international experience of atleast 2 mixed landuse waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch outside India.		
3	Regional Planner	Bachelor in Architecture or Social Sciences and PG in Regional Planning; should have minimum 20 years experience in international metropolitan planning (population 10 lakh or 1 million), coordinating long term public-private planning and development strategies.		
4	Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health Engineering/Infrastructure Planning with minimum of 20 years' experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 ha (247.10 acre) in India.		
5	Environment Expert	Post-Graduation in Environmental Planning/ Engineering with minimum of 12 years' experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).		
6	Port Planning expert	Min 25 years' experience in India and Internationally in Civil/Structural Engineering; PG; port facilities planning and in "Green port" initiatives.		

Sr No	Key Personnel	Qualification & Experience	Monthly Gross remuneration	
			In Figures	In words
7	Smart City Expert	IOT expert with 20 years experience; evaluation of applicability of emerging technologies in management of Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/communication/surveillance system for minimum area of 100 ha (247.10 acre).		
8	Urban Designer	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years' experience with experience of designing an area of minimum 50 ha (123.55 acre).		
9	Transportation Planner	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 20 years' experience of intermodal public transport planning of a minimum area of 500 ha (1235.53 acre). Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.		
10	Regulatory, Legal and PPP Expert	MBA finance/any equivalent PG with 15 years' experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.		
11	Social Development & R&R Expert	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.		
12	Real Estate Expert	MBA or CA or any Post Graduate with 15 years' experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).		

Note :

1. The Remuneration should include the Gross pay of the personnel and the Profit of the Employer, Taxes except the GST which will be reimbursed after the GST is deposited .to the concerned authorities which should be available in GST 2A/ GST 2B.
2. The above proposal shall only to be used to consider the change in total fee if any change in terms of Reference.
3. The consultant may add any other expertise in the above table. S
4. This will not treated as evaluation criteria for Technical as well financial proposal.

BID SCRUTINY FORMATS

(to be filled by Bidders)

Annexure-1A

Name of the firm — Lead member –

Consortium member –

Sr.No.	Documents	Pg No.	Remark
1.	Whether Checklist of submissions of documents in Form 1 submitted?		
2.	Whether letter of proposals in the prescribed format Form -2 “Form for Application “submitted?		
3.	Whether Form-3 Bidders profile submitted?		
4	Whether Bid processing fee (Tender Cost) of INR 5900/- submitted?		
5.	Whether Bid security of INR 27.48 lakhs as specified submitted?		
6.	Whether Power of Attorney in the prescribed format Form-13 submitted?		
7.	Whether Affidavit of correct information in the prescribed Form-11 submitted?		
8.	Whether a copy of the GCC (General Conditions of Contract) with each page initialized by the authorized representative?		
9.	Whether undertaking for not barred or blacklisted in the prescribed Form -9 submitted?		
10.	Whether undertaking for obtaining Permission to work in India in the prescribed Form-10 (to be given by Foreign consultant) submitted?		

Annexure-1B

Name of the firm — Lead member –
Consortium member –

Sr.No.	Documents	Pg No.	Remark
1.	Whether a certificate from Chartered Accountant for establishing Average Annual Turn Over in the prescribed format Form – 8 submitted?		
2.	Whether profile of the bidder providing background, organization and experience of the firm and details of JV/Consortium if any etc. in the prescribed format shown in Form - 3 of any firm with which bidder would be associated for the purpose of providing the services for this project. A list (in the format shown in Form - 4) of past and present major works is submitted?		
3.	Whether the experience of the bidder for establishment of eligibility in the prescribed format as per Form-4. The bidder shall submit the client's Reference/certificate or any other authorized documents for the successful completion of the project describing the role of the consultant, area, extent, cost of the project, duration of the project, quality of services and status of the project The bidder may submit the actual photographs of the project, brochures etc. submitted?		
4	Whether details of Key Personnel giving their Names, Position in the Team, Educational Qualifications, Years of experience, Project related experience,		

Sr.No.	Documents	Pg No.	Remark
	age, of each expert to be assigned for providing the proposed services, in the prescribed format as per Form-5 submitted?		
5.	Whether CV of each Key Personnel in the prescribed Format of Form-6. The expert's signature as well as signature of authorized signatory and date of signing should be provided as per the CV format submitted?		
6.	Whether details of sub consultants if any in Form-12 submitted?		
7.	Whether the Proposal Document and compilation of pre-bid queries/ answers if any with each page initialed by the authorized signatory in token of having been read and accepted by the bidders?		
8.	Whether Proposed association arrangement as Appendix-V (if any) submitted?		

Annexure 2

Eligibility Criteria as a bidder :-

- A. Bidder: The bidder shall be (clause 2.10 (i))
- d) Individual or Consortium of not more than three members provided the lead member should have the one of the principal business in Urban Planning & Architecture, Engineering and Regulatory/PPP expertise. To have planned, designed and implemented major waterfront projects and/or Master Plan and/or Smart city Plan and/or Infrastructure Plan experiences of metropolitan scale.
 - e) Establishment in India for at least 3 years i.e prior to 2.11.2020.
 - f) Indian company can have a consortium /JV with International consultants.

B. Name of the Firm: Lead member –

Consortium member –

Sr.No.	Criteria	Document /Pg No.(to be filled by Bidder)	Remark (to be filled by SMP)
1.	Documents submitted in support of a) above.		
2.	Documents submitted in support of b) above		
3.	Documents submitted in support of c) above		

Note: In case of multiple documents Bidder may insert rows under Document/Pg no Column

Observations (to be filled by SMP):

C. Financial Scrutiny:-

Financial Criteria: (Clause 2.10 (ii))

The bidder should have Average Annual Turnover from Consultancy in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 of Minimum Rs. 25 Crores (Rs 250 Million). In case of consortium, the gross turnover of all consortium members shall be considered provided it is certified by the concerned chartered accountant of the consortium members.

Name of the Firm –

Average Annual Turnover –

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2017-2018			
2018-2019			
2019-2020			

Consortium member 1–

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2017-2018			
2018-2019			
2019-2020			

Consortium member 2–

Financial Year	Annual Turnover	Pg.No.	Average Annual turnover
2017-2018			
2018-2019			
2019-2020			

Annexure-III

Technical Scrutiny :- (Clause 2.10 (iii))

Name of the Bidders:

Consortium member –

Sr. No.	Technical eligibility Criteria as per RFP	Name of the Employer/ Client	Title of the Project	Area in hector	Waterfront in km	Experience certificate Pg. Nos.	Remarks (to be filled by SMP)
a.	Bidder's Name : The bidder or in case of the consortium, the Lead member should have prepared a Master Plan/Development Plan of minimum urban area of 3300 acre during last 10 years i.e. from 2.11.2010 till Proposal Due Date						
b.	The bidder or in case of the consortium, the lead member should have planned a waterfront development with mixed land use on an urban area of 350 acre with a minimum waterfront of 5Km during last 10 years i.e. from 2.11.2010 till Proposal Due Date and the water front can be Sea front, Lake front and River front						
c.	The bidder should have prepared DPR and transacted (award of work) atleast 5 projects on Water supply/Sewerage & Drainage/SWM/ and 2 DPRs on Road & Transport each of minimum of Rs. 200 Crores (Rs.2000 million) and Rs 100 Crores (Rs 1000 million)						

Sr. No.	Technical eligibility Criteria as per RFP	Name of the Employer/ Client	Title of the Project	Area in hector	Waterfront in km	Experience certificate Pg. Nos.	Remarks (to be filled by SMP)
	respectively during last 7 years i.e. from 2.11.2013 till Proposal Due Date. The experience of the consortium Member if any shall be considered.						
d.	The bidder should have marketed one project of minimum investment of Rs.500 Crores (Rs 5000 million) during last 10 years i.e. from 2.11.2010 till Proposal Due Date. The experience of the consortium Member if any can be shall be considered. The term "Marketed" means the entire process of marketing policy formulation, identification of Investor, and all legal documentation till final allotment.						

KEY PERSONNEL PROJECT EXPERIENCE

Sl. No.	Key Expert	Name of Project	Salient Features of the project	Area in Hectares	Location of Project
1.					
2.					
3.					
4.					
...					
...					
n.					

Annexure-5

Evaluation of The Key personnel as para 3.1.6.1 page 23 of RFP

Name of the Bidders:

Consortium member –

AS PER RFP					AS PER BID DOCUMENT					
Sr. No	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		35 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
1	Urban Planner-cum-Team Leader	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' experience with an experience of Team Lead for atleast one single Master planning project of minimum area of 1000 ha (2471.05 acre).	8	If the key person fulfils the minimum Qualification Criteria prescribed in "Key Personnel Table", 4 marks will be allotted. For every additional Master Plan project preparation experience of 500 Ha, 2 marks will be allotted to a maximum of 8 marks.						
2	Architect & Urban Planner (International)	Bachelor Degree in Architecture with Post graduation in Urban/city Planning with minimum of 25 years' international experience of atleast 2 mixed landuse waterfront public space design of minimum 100 Ha (247.10 acre) area and 5km stretch outside India.	5	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 3 marks will be allotted. The additional 1 marks will be allotted for every additional experience of international waterfront mixed use development project of equal area as mentioned in "Key Personnel Table",.						
3	Regional Planner	Bachelor in Architecture or Social Sciences and PG in Regional Planning; should have minimum 20 years experience in international metropolitan planning (population 10 lakh or 1 million), coordinating long term public-private planning and development strategies.	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 1 mark will be allotted for international experience of Metropolitan planning project as mentioned in "Key Personnel Table",						
4	Port Planning expert	Post-Graduation in Civil/Structural Engineering with minimum 25 years' having sound knowledge in port business operations and experience in India or Internationally in port facilities planning and in "Green port" initiatives.	3	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 2 marks will be allotted. The additional 0.5 marks will be allotted for every additional experience of Green Port development planning mentioned in "Key Personnel Table",						
5	Environment Expert	Post-Graduation in Environmental Planning/ Engineering with minimum of 12 years' experience with an experience of Environmental planning a minimum area of 500 ha (1235.53 acre).	2	If the key person fulfils the Minimum Qualification Criteria prescribed in "Key Personnel Table", 0.5 marks will be allotted. The additional 0.5 mark will be allotted for every additional experience of equivalent criteria						
6	Infrastructure Expert	Bachelor Degree in Civil Engineering with Post graduation in Public Health	2							

AS PER RFP					AS PER BID DOCUMENT					
Sr. No	Particulars	Minimum qualifications	Maximum Marks	Marking system as per RFP mentioned in “Key Personnel Table”,	Details of Proposed Key Personnel				To be filled by SMP	
	Section B : Relevant Experience of the key personnel will consist of the following :		35 (Total)		Name	Qualifications	Experience	Relevant Project Experience/Area/Cost of project (Page no)	Marks Obtained	Remarks
		Engineering/Infrastructure Planning with minimum of 20 years’ experience with an experience of Implementation, Planning and Facilitation of projects with minimum area of 100 ha (247.10 acre)in India.								
7	Smart City Expert	IOT expert with 20 years experience in evaluation of applicability of emerging technologies in management of Urban areas. Demonstrated experience in design and engineering of IoT applications for smart Infrastructure/ communication/surveillance system for minimum area of 100 ha (247.10 acre).	2							
8	Architect & Urban Designer	Bachelor Degree in Architecture with Post graduation in Urban Design with minimum of 15 years’ experience with experience of designing an area of minimum 50 ha(123.55 acre).	2							
9	Transportation Planner	Bachelor Degree in Civil Engineering with Post graduation in Transportation Planning/ Engineering with minimum of 20 years’ experience of intermodal public transport planning of a minimum area of 500 ha(1235.53 acre). Relevant international experience in Intelligent Traffic System and demonstrated knowledge of Kolkata will be preferred.	2							
10	Regulatory, Legal and PPP Expert	MBA finance/any equivalent PG with 15 years’ experience in PPP projects in India and internationally and should have completed two PPP Projects of Rs. 100 Crores (Rs 1000 million) each.	2							
11	Social Development & R&R Expert	Masters in Social Sciences or MSW with minimum experience of 15 years in Social Impact Assessment studies of Urban development projects.	2							
12	Real Estate Expert	MBA or CA or any Post Graduate with 15 years’ experience in Marketing Real Estate Projects and should have transacted minimum one Projects of Rs. 100 Crores (Rs 1000 million).	2							

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract Forms And Agreements

**Sanctioned by the Trustees under Resolution No. 92
of the 6th Meeting held on 27th May, 1993.**

**KOLKATA PORT TRUST
KOLKATA DOCK SYSTEM
& HALDIA DOCK COMPLEX
MAY, 1993**

**AMENDMENT
TO
GENERAL CONDITIONS OF CONTRACT**

❖ **C1-3.4 THE TENDER /OFFER & ITS PRE-REQUISITES**

Table under sub-clause (d)

PREVIOUS			AS AMENDED		
Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender	Class of Registration	Amount Of Fixed Security	Financial Limit Of Each Tender
A	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-	A	Rs 25,000/-	Any tender priced upto Rs 5,00,000/-
B	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-	B	Rs 10,000/-	Any tender priced upto Rs 2,00,000/-
C	Rs 2,500/-	Any tender priced upto Rs 50,000/-	C	Rs 5,000/-	Any tender priced upto Rs 1,00,000/-

[AMENDMENT SANCTIONED BY THE BOARD OF TRUSTEES VIDE RESOLUTION NO 139 OF THE TRUSTEES’ 10TH METING HELD ON 19.11.1999]

DEFINITIONS

CHAPTER-1

1. DEFINITIONS

- 1.0 In the contract, as here in after defined, the following words and expressions shall have the meaning herein assigned to them, except where the context otherwise required.
- 1.1 “Employer” or “Board” or “Trustees” means of the Board of Trustees for the Port of Calcutta, a body corporate under Section 3 of the Major Port Trusts Act, 1963, including their successors, representatives and assigns. Employer
- 1.2 “Chairman” means the Chairman of the Board and includes the person appointed to act in his place under Sections 14 and 14A of the Major Port Trusts Act, 1963 Chairman
- 1.3 “Contractor” means the person or persons, Firm or Company whose tender/offer has been accepted by the Trustees and includes the Contractor’s representatives, heirs, successor and assigns, if any, permitted by the Board/Chairman. Contractor
- 1.4 “Engineer” means the Board’s official who has invited the tender on its behalf and includes the Manager (Infrastructure & Civic Facilities) or other official as may be appointed from time to time by the Employer, with written notification to the Contractor, to act as Engineer for the purpose of the Contract, in place of the “Engineer” so designated. Engineer
- 1.5 “Engineer’s Representative” means any subordinate Engineers or Assistant to the Engineer or any other official appointed from time to time by the Engineer to perform the duties set forth in Clauses 2.4 to 2.6 hereof. Engineer’s Representative
- 1.6 “Work” means the work to be executed in accordance with the Contract and includes authorised “Extra Works” and ‘Excess Works” and “Temporary Works”. Works
- 1.7 “Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes (without thereby limiting the foregoing definitions) all temporary erections, scaffolding, ladders, timbering, soaking vats, site offices, cement and other godowns, platforms and bins for stacking building materials, gantries, temporary tracks and roads, temporary culverts and mixing platforms. Temporary works
- 1.8 “Extra Works” means those works required by the Engineer for completion of the Contract which were not specifically and separately included in the schedule of items of the works i.e. (Bill of Quantities) of the tender. “Excess Works” means the required quantities of work in excess of the provision made against any item of the bill of Quantities. Extra works and Excess works

Specification	1.9	“Specifications” means the relevant and appropriate Bureau of Indian Standard’s specifications / International Standard’s Specifications (latest revisions) for materials and workmanship unless stated otherwise in the Tender. Specification
Drawings	1.10	“Drawings” means the drawings referred to in the Tender and specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
Contract	1.11	“Contract” means and includes the General and Special Conditions of Contract, Specifications, Drawings, priced Bill of Quantities, the Tender / Offer, the letter of acceptance of the Tender/Offer, the Contract Agreement, if separately entered into and the Schedule of Rates and Price, if any, adopted by the Trustees at their discretion.
Constructional Plant	1.12	“Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works and includes (without thereby limiting the foregoing definition) all machinery and tools but does not include materials or other things intended to form or forming part of the permanent works.
Site	1.13	“Site” means the land, and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Trustees for the purpose of the Contract.
Contract Price	1.14	“Contract Price” means the sum named in the letter of acceptance of the Tender/Offer of the Contractor, subject to such additions there to and deductions therefrom as may be made by the Engineer under the provisions here-in-after contained.
Month	1.15	“Month” means English Calendar Month.
Excepted Risks	1.16	“Excepted Risks” are riot in so far as it is uninsurable, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), Civil War, rebellion, revolution, insurrection or military or usurped power or use or occupation by the Trustees of any portion of the works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the excepted risks).
Singular/Plural	1.17	Word importing the singular only, also includes the plural and vice-versa where the context so requires.
Headings/ MarginalNotes.	1.18	The heading and marginal notes in these General Conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

1.19	Unless otherwise stipulated the work “Cost” shall be deemed to include overhead costs of the Contractor, whether on or off the site.	Cost
2.0	DUTIES & POWERS OF ENGINEER & ENGINEER’S REPRESENTATIVE.	
2.1	The Contractor shall execute, compete and maintain the works in terms of the contract to the entire satisfaction of the Engineer and Shall comply with the Engineer’s direction on any matter whatsoever.	Engineer’s Authority
2.2	The Contractor shall take instructions from the Engineer and subject to limitation of Clause 2.5 hereof, from the Engineer’s Representative.	Authority of Engineer’s Representative.
2.3	<i>The Engineer shall have full power and authority :</i>	
	(a) to supply to the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.	Engineers’ Power
	(b) to alter or modify the specification of any material and workmanship and to inspect the work at any time.	
	(c) to order for any variation, alteration and modification of the work and for extra works.	
	(d) to issue certificates as per contract.	
	(e) to settle the claims & disputes of the Contractor and Trustees, as the first referee.	
	(f) to grant extension of completion time.	
2.4	<i>The Engineer’s Representative shall :</i>	
	(i) watch and supervise the works.	Power of Engineer’s Representative.
	(ii) test and examine any material to be used or workmanship employed in connection with the work.	
	(iii) have power to disapprove any material and workmanship not in accordance with the contract and the contractor shall comply with his direction in this regard.	
	(iv) take measurements of work done by the contractor for the purpose of payment or otherwise.	
	(v) order demolition of defectively done work for its reconstruction all by the Contractor at his own expense.	
	(vi) have powers to issue alteration order not implying modification of design and extension of completion time of the work and	
	(vii) have such other powers and authorities vested in the Engineer, which have been delegated to him in writing by the Engineer under intimation to the Contractor.	
2.5	<i>Provided always that the Engineer’s Representative shall have no power :</i>	
	(a) to order any work involving delay or any extra payment by the Trustees,	Limitation of Engineer’s Representative’s Power.
	(b) to make variation of or in the works and	
	(c) to relieve the Contractor of any of his duties or obligations under the Contract.	

Engineer's Over-riding Power	2.6	<i>Provided also as follows :</i>
	(a)	Failure of Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal, breaking-up thereof and re-constructing at the contractor's cost and the contractor shall have no claim to compensation for the loss sustained by him.
	(b)	If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.
	(c)	Any written instructions or written approval given by the Engineer's Representative to the contractor, within the terms of delegation of power and authority vested in the Engineer to his Representative in writing, shall bind the contractor and the Trustees as though it had been given by the Engineer, who may from time to time make such delegation.
	3.0	THE TENDER/OFFER AND ITS PRE-REQUISITES
The tender must encompass all relevant aspects/ issues	3.1	The Contractor shall, before making out and submitting his tender / offer, be deemed to have inspected and examined the site, fully considered all factors, risks and contingencies, which will have direct and indirect impact on his expenses and profit from the work and shall be specifically deemed to have taken the following aspects into consideration :
Site & Local condition.	(a)	The form and nature of the site and its surroundings including their sub-surface, hydrological, tidal and climatic conditions, the means of access to the site and all other local conditions including the likely charges and costs for temporary way-leave, if any, required for the work.
Drawing/ Specification/ Nature & extent of work to be done.	(b)	The drawings, specifications, the nature and extent of work to be executed and the quality, quantity and availability of the required materials and labour for the work and the need to execute the work to the entire satisfaction of the Engineer, and also by complying with the General and Special Conditions of Contract.
Accommodation for Contractor's men/ materials.	(c)	The accommodation required for the workmen and site office, mobilisation/demobilisation and storage of all plant, equipment and Construction materials.
Water for drinking etc. /Electrical power.	(d)	The sources and means of procurement of water for drinking, washing and execution of work, and source and availability of electrical power, all at Contractor's cost.
Payment of Taxes/duties and observance of all statutes.	(e)	Payment of taxes and duties and compliance of all applicable statutes, ordinances and law together with the rules made there-under, the rules, regulations and bye-laws of public bodies or any local or other authority by the Contractor, keeping the Trustees indemnified against penalties and liabilities of every kind arising from the Contractor's failure in such compliance.

- (f) Payment of all kinds of stamp-duty for executing the agreement or for any legal instrument including Bank Guarantees and Indemnity Bonds. Payment of Stamp Duty by the Contractor.
- 3.2 The Contractor's tender shall be in ink on the Tender Forms supplied by the Trustees, unless stipulated otherwise in the Notice Inviting the Tender and shall be faultless in figures and free from erasing. Corrections, if any, shall only be made by scoring out and initialling of the revised figure.
- 3.3 If required by the Engineer or the Trustees, the Contractors in their tender or subsequently, shall disclose the names of their owners/ partners/share holders at the required points of time. The failure in this regard shall be treated as a breach and a contract, if entered into, shall be liable to be cancelled. Disclosure of Owner's name.
- 3.4 (a) Unless otherwise stipulated in the Notice Inviting Tender / Offer, every tender must be submitted with Earnest Money of the amount calculated as per the following scale. Earnest Money and Security Deposit.

Estimated Value of Work	Amount of Earnest Money	
	For Works Contract	For Contract of Supplying Materials or Equipment only.
Up to Rs. 1,00,000=00	5% of the estimated value of work	1% of the estimated value of work
Over Rs. 1,00,000=00	2% of the estimated value of work subject to a maximum of Rs. 20,000/- and minimum of Rs. 5,000/-.	½% of the estimated value of work subject to a maximum of Rs. 10,000/-and minimum of Rs. 1,000/-.

- (b) Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Kolkata Branch of a Nationalised Bank of India drawn in favour of Kolkata Port Trust or in the form of an "Account Payee" Draft of any Nationalised Bank of India drawn in favour of "Kolkata Port Trust" and payable at Kolkata/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. Method of Paying E.M.
- (c) Earnest Money of un-accepted tender shall be refunded without any interest through A/c. Payee Cheque drawn on a Nationalised Bank of Kolkata / Haldia. Refund of E.M.
- (d) The enlisted (registered) Contractors of the Trustees who have deposited fixed Security with the Trustees' FA & CAO / Manager (Finance) according to his Class of Registration, shall be exempt from depositing the Earnest Money, as per the following scale : Exemption from E.M. to Regd. Firms.

Class of Registration	Amount of Fixed Security	Financial Limit of Each Tender
A	Rs. 10,000/-	Any tender priced up to Rs. 2,00,000/-
B	Rs. 5,000/-	Any tender priced up to Rs. 1,00,000/-
C	Rs. 25,000/-	Any tender priced up to Rs. 50,000/-

- Tender with-out EM liable to rejection.

(e) (i) Tender submitted without requisite Earnest Money may be liable to rejection.
- Forfeiture of E.M. before Acceptance of offer.

(ii) If before expiry of the validity period of his Tender/Offer, the tenderer amends his quoted rates or tender/offer making them unacceptable to the Trustees and/or withdraws his tender/offer, the Earnest Money deposited shall be liable to forfeiture at the option of the Trustees.
- E.M. to be converted to part S.D.

(f) The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Earnest Money.
- Mode of recovery of balance S.D.

(g) Balance security for works contract shall be recovered by deduction from all progressive Bill (including final Bill, if necessary) @ 10% of the gross value of work in each such bill, so that the total recovery may not exceed the quantum computed as per the under noted percentages of the total value of work actually done up to the stage of completion.

Value of Work	% of Security Deposit for works contract.	% of Security Deposit For contract of supplying materials & equipment only.
For works up to Rs.10,00,000/-.	10% (Ten percent)	1% (One percent)
For works costing more than Rs.10,00,000/- and up to Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7½% on the balance.	1% on first Rs.10,00,000/- + ½% on the balance.
For works costing more than Rs.20,00,000/-	10% on first Rs.10,00,000/- + 7 ½% on the next Rs.10,00,000/- + 5% on the balance.	1% on first Rs.10,00,000/- + ½% on the next Rs.10,00,000/- + ¼% on the balance.

- S.D. for supply contracts to be deposited in advance.

(h) Balance Security for Contract of supplying materials and equipment computed in terms of the percentages given above, shall have to be deposited with the Trustees’ Treasurer in advance and within 30 days from the date of placement of supply order, either in cash or by A/c. Payee Draft of a Nationalised Bank of India drawn in favour of Kolkata Port Trust and payable at Kolkata/Haldia, as the case may be.
- No interest payable on E.M. /S.D.

(i) No interest shall be paid by the Trustees to the Tenderer/Contractor on the amount of Earnest Money/Security Deposit held by the Trustees, at any stage.
- Mode of refund of S.D.

3.5 (i) The Security Deposit shall refunded to the Contractor in terms of Clause 9.3 hereinafter and subject to deduction, if any, under the provision of Sub-clause 3.5 (ii) herein below. If, however, the

Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the Treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his “No Claim” Certificate in Form G.C.3.

	(ii)	The Security Deposit/Earnest Money may be liable for forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract.	Forfeiture of S.D.
3.6		If stipulated in the contract as a Special Condition, the contractor shall have to submit to the Engineer a performance Bond in the form of an irrevocable guarantee from Kolkata / Haldia Branch, as the case may be, of any Nationalised Bank of India in the proforma annexed hereto and for the sum and period as mentioned in the letter of acceptance of the Tender/Offer, within 15 days from the date of such letter, failing which the Contract shall be liable to be terminated and the earnest money shall be liable to forfeiture; all at the discretion of the Engineer. The cost of obtaining this or any other Bank Guarantee and/or the revalidation thereof, wherever required, has to be borne by the Contractor and it shall be his sole responsibility to arrange for timely revalidation of such Bank Guarantee, failing which and for non-fulfilment of any contractual obligation by the Contractor, the Engineer and/or the Trustees shall be at liberty to raise claim against the Guarantee and/or enforce the same unilaterally.	Bank Guarantee in lieu of Cash S.D. in certain cases.
4.0		THE CONTRACT & GENERAL OBLIGATIONS OF CONTRACTOR	
4.1	(a)	The contract documents shall be drawn-up in English language.	English language to be used.
	(b)	The contract shall be governed by all relevant Indian Acts. As applicable only within the jurisdiction of the High Court at Kolkata, India, including the following Acts :	
	1.	The Contract Act (India), 1872.	Applicability of laws on the contract.
	2.	The Major Port Trusts Act, 1963.	
	3.	The Workmen’s Compensation Act, 1923.	
	4.	The Minimum Wages Act, 1948.	
	5.	The Contract Labour (Regulation & Abolition) Act,1970.	
	6.	The Dock Workers’ Act,1948.	
	7.	The Indian Arbitration and Conciliation Act (1940) (in the case of a definite Arbitration Agreement only).	
4.2		After acceptance of his Tender/Offer and when called upon to do so by the engineer or his representative, the contractor shall, at his own expense, enter into and execute a Contract Agreement to be prepared by him in the form annexed hereto. Until such Contract Agreement is executed, the other documents referred to in the definition of the term ‘Contract’ here-in-before, shall collectively be the Contract.	Contractor to Execute Contract Agreement.

Interpretation of contract documents—Engineers’ Power.	4.3	Several documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.
All Drawings are Trustees’ property.	4.4	Two copies of the Drawings referred to in the general and special Conditions of Contract and in the Bill of Quantities, shall be furnished by the Engineer to the Contractors free of cost for his use on the work, but these shall remain the property of the Trustees and hence, the Contractor shall return them to the Engineer or his Representative on completion of the work, if not torn or mutilated on being regularly used at site.
Contractor to prepare working / progress drawings	4.5	The Contractor shall prove and make at his own expense any working or progress drawings required by him or necessary for the proper execution of the works and shall, when required, furnish copies of the same free of cost to the Engineer for his information and/or approval, without meaning thereby the shifting of Contractor’s responsibility on the Engineer in any way whatsoever.
Contractor cannot sub-let the work.	4.6	The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “piece rate” basis shall not be deemed to be sub-letting under this clause.
Contractors’ price is inclusive of all costs.	4.7	Unless otherwise specified, the Contractor shall be deemed to have included in his Tender/Offer all his cost for supplying and providing all constructional plant, temporary work. Materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities and other things of every kind required for the construction, erection, completion and maintenance of the work.
Contractor is responsible for all construction process, except for correctness of design and specification formulated by the Engineer.	4.8	The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall not be responsible for the correctness of the design or specification of the Temporary and Permanent works formulated by the Engineer; but the Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared/proposed/used by the Contractor.

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| 4.9 | Whenever required by the Engineer or his representative, the Contractor shall submit to him the details of his (a) programme for execution of the work, (b) proposed procedure and methods of work, (c) proposed deployment of plant, equipment, labour, materials and temporary works. The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the contract. If for any reason the contractor be unable to adhere to his earlier programme, he shall submit his revised programme for completion of work within the stipulated time whenever asked to do so. | Contractor to submit his programme of work. |
| 4.10 | Necessary and adequate supervision shall be provided by the Contractor during execution of the works and as long thereafter as the Engineer or his representative shall consider necessary during the maintenance period. The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his representative in writing shall be binding upon the Contractor subject to limitation in Clause 2.5 hereof. The Contractor shall inform the Engineer or his representative in writing about such representative/agent of him at site. | Contractor to supervise the works. |
| 4.11 | The Contractor shall employ in execution of the Contract only qualified careful and experienced persons and the Engineer shall be at liberty to direct the Contractor to stop deployment of any of his staff, workmen or official at site and the Contractor shall within 48 hours comply with such instruction without any demur, whenever the Engineer shall feel that the deployment of the person concerned will not be conducive to the proper and timely completion of the work. | Contractor to deploy qualified men and Engineer's power to remove Contractor's men. |
| 4.12 | The Contractor shall be responsible for the true and proper setting-out of the works in relation to reference points/lines/levels given by the Engineer in writing. The checking of any setting-out or of any alignment or level by the Engineer or his Representative shall not in any way relieve the contractor of his responsibility for the correctness thereof and he shall fully provide protect and preserve all stakes, templates, bench marks, sight rails, pegs, level marks, profile marks and other things used in setting out the works. | Contractor is responsible for line, level, setting out etc. |
| 4.13 | From the commencement of the works till issue of the completion certificate in Form G.C.1, vide Clause 5.12 hereof, the contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer shall deem proper. This Clause will not apply to that part of the work, which might have been taken over by the Trustees on partial completion of the work and in such case the Contractor's obligation will be limited to repairs and replacement for manufacturing or construction defects during the Maintenance period (Guarantee Period) as per the directions of the Engineer as also for defects/damages if any caused to the work by the Contractor during such repairs and replacement in the maintenance period. | Contractor is responsible to protect the work. |

Contractor is responsible for all damages to other structures / persons caused by him in executing the work.	4.14	The Contractor shall at his own cost protect support and take all precautions in regard to the personnel or structure or services or properties belonging to the Trustees or not which may be interfered with or affected or disturbed or endangered and shall indemnify and keep indemnified the Trustees against claim for injury, loss or damage caused by the Contractor in connection with the execution and maintenance of the work to the aforesaid properties, structures and services and/or to any person including the Contractor's workmen. Cost of Insurance Cover, if any, taken by the Contractor shall not be reimbursed by the Trustees, unless otherwise stipulated in the Contract.
Fossils, Treasure troves, etc. are Trustees' property.	4.15	The Contractor shall immediately inform the Engineer's Representatives if any fossil, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological importance be discovered at site which shall remain the property of the Trustees and protect them from being damaged by his workmen and arrange for disposal of them at the Trustees' expense as per the instruction of the Engineer's Representative.
Contractor to indemnify the Trustees against all claims for loss, damage, etc.	4.16	<p>The Contractor shall be deemed to have indemnified and shall indemnify the Trustees against all claims, demands, actions and proceedings and all costs arising therefrom on account of :</p> <ul style="list-style-type: none"> (a) Infringement of any patent right, design, trademark or name or other protected right in connection with the works or temporary work. (b) Payment of all royalties, rent, toll charges, local taxes, other payments or compensation, if any, for getting all materials and equipment required for the work. (c) Unauthorised obstruction or nuisance caused by the contractor in respect of Public or Private road, railway tracks, footpaths, crane tracks, waterways, quays and other properties belonging to the Trustees or any other person. (d) Damage/injury caused to any highway and bridge on account of the movement of Contractor's plants and materials in connection with the work. (e) Pollution of waterway and damage caused to river, lock, sea-wall or other structure related to waterway, in transporting contractor's plants and materials. (f) The Contractor's default in affording all reasonable facilities and accommodation as per the direction of the Engineer or his Representative to the workmen of the Trustees and other agencies employed by or with the permission and/or knowledge of the Trustees on or near the site of work.
Dismantled materials Trustees' property	4.17	Debris and materials, if obtained by demolishing any property, building or structure in terms of the Contract shall remain the property of the Trustees.
Contractor's quoted rates/price must be all inclusive.	4.18	<p>The Contractor's quoted rates shall be deemed to have been inclusive of the following :</p> <ul style="list-style-type: none"> (a) Keeping the site free of unnecessary obstruction and removal from site of constructional plant wreckage, rubbish, surplus earth or temporary works no longer required.

	<p>(b) Cleaning and removal from site all the surplus materials of every kind to leave the site clean and tidy after completion of the work, without which payment against final bill may be liable to be withheld.</p> <p>(c) Precautionary measures to secure efficient protection of Docks, the River Hooghly and other waterways against pollution of whatever nature during execution and maintenance of the works and to prevent rubbish, refuse and other materials from being thrown into the water by the Contractor's men or those of his agency.</p> <p>(d) Making arrangements for deployment of all labourer and workers, local or otherwise including payment for their wages, transport, accommodation, medical and all other statutory benefits and entry permits, wherever necessary.</p> <p>(e) Making arrangements in or around the site, as per the requirements of local authority or the Engineer or his Representative for preventing (i) spread of any infectious disease like smallpox, cholera, plague or malaria by taking effective actions for destruction of rats, mice, vermin, mosquitoes, etc. and by maintaining healthy and sanitary condition, (ii) illegal storage and distribution of Drugs, Narcotics, Alcoholic liquor, Arms and Ammunitions, (iii) unlawful, riotous or disorderly conduct of the Contractor's or his Sub-Contractor's workmen, (iv) deployment of workmen of age less than 16 years.</p>	
4.19	Every direction or notice to be given to the Contractor shall be deemed to have been duly served on or received by the Contractor, if the same is posted or sent by hand to the address given in the tender or to the Contractor's Site Office or in case of Trustees' enlisted Contractor to the address as appearing in the Trustees' Register or to the Registered Office of the Contractor. The time mentioned in these conditions for doing any act after direction or notice shall be reckoned from the time of such posting or despatch.	Notice to Contractor.
4.20	The Contractor and his Sub-contractor or their agents and men and any firm supplying plant, materials and equipment shall not publish or caused to be published any photographs or description of the works without the prior authority of the Engineer in writing.	Contractor not to publish photograph or particulars of work.
4.21	The Contractor shall at the Trustees' cost to be decided by the Engineer render all reasonable facilities and Co-operation as per direction of the Engineer or his representative to any other Contractor engaged by the Trustees and their workmen to the Trustees' own staff and to the men of other Public Body on or near the site of work and in default the Contractor shall be liable to the Trustees for any delay or expense incurred by reason of such default.	Contractor to provide facilities to outsiders.
4.22	The work has to be carried out by the Contractor causing the minimum of hindrance for any maritime traffic or surface traffic.	Work to cause minimum possible hindrance to traffic movement.

Trustees' lien on Contractor's Plant & Equipment.	4.23	All constructional plants, temporary works and materials when brought to the site by the Contractor shall be deemed to be the property of the Trustees who will have lien on the same until the satisfactory completion of the work and shall only be removed from the site in part or in full with the written permission of the Engineer or his Representative.
5.0 COMMENCEMENT, EXECUTION AND COMPLETION OF WORK.		
Preliminary time to commence work an maintenance of steady rate of progress.	5.1	The Contractor shall commence the work within 7 days of the receipt of Engineer's letter informing acceptance of the Contractor's tender/offer by the Trustees or within such preliminary time as mentioned by the Contractor in the Form of Tender or the time accepted by the Trustees. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representatives, time being deemed the essence of the contract on the part of the contractor.
Contractor's site office.	5.2	The Contractor shall provide and maintain a suitable office at or near the site to which the Engineer's Representative may send communications and instructions for use of the Contractor.
Contractor to observe Trustees' working hours.	5.3	Unless specified otherwise in the contract or prior permission of the Engineer has been taken, the contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on Sundays and Holidays observed in the Trustees' system, except in so far as it becomes essential on account of tidal work or for safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the contractor, then the Engineer or his Representative shall order and the contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.
Contractor to supply all materials as per requirement of the Engineer or his representative	5.4	Unless stipulated otherwise in the contract all materials required for the work shall be procured and supplied by the contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative. The Engineer shall exercise his sole discretion to accept any such materials.
Materials & Works	5.5	Unless stipulated otherwise in the contract, all materials, workmanship and method of measurement shall be in accordance with the relevant Codes (Latest Revision) of the Bureau of Indian Standards and the written instructions of the Engineer or his Representative. Where no specific reference is available in the contract, the material and workmanship shall be of the best of their respective kinds to the satisfaction of the Engineer.

5.6	Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.	Contractor to submit samples for approval.
5.7	Unless stipulated otherwise in the contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work, shall be borne by the Contractor.	Contractor to arrange all testing at his own cost.
5.8	Regarding the supply of any materials by the Trustees to the contractor in accordance with the contract, the following conditions shall apply :	
	(a) The Contractor shall, at his own expense, arrange for transporting the materials from the Trustees' Stores, watching, storing and keeping them in his safe custody, furnishing of statement of consumption thereof in the manner required by the Engineer or his representative, return of surplus and empty container to the Trustees' Stores as per the direction of the Engineer or his Representative.	The Contractor shall account for and look after the Trustees' materials.
	(b) Being the custodian of the Trustees' materials, the contractor shall remain solely responsible for any such materials issued to him and for any loss or damage thereof for any reason other than "Excepted Risks", the Contractor shall compensate the Trustees' in the manner decided by the Engineer and shall at no stage remove or cause to be removed any such material from the site without his permission in writing.	Contractor to compensate for loss and damage to Trustees' materials.
	(c) The Trustees' materials will generally be supplied in stages and in accordance with the rate of progress of work, but, except for grant of suitable extension of completion time of work as decided by the Engineer. The Contractor shall not be entitled to any other compensation, monetary or otherwise, for any delay in the supply of Trustees' materials to him. The Contractor shall, however, communicate his requirement of such materials to the Engineer from time to time.	Delay in supply of Trustees' materials will only entitle the Contractor for extension of completion time of work.
	(d) Unless stipulated otherwise in the contract, the value of the Trustees' materials issued to the contractor shall be recovered from the contractor's bills and/or any of his other dues, progressively according to the consumption thereof on the work and/or in the manner decided by the Engineer or his representative and at the rate/s stipulated in the contract. These rates shall only be considered by the contractor in the preparation of his tender/offer and these will form the basis of escalation/variation, if in future the contractor is required to procure and provide any such material on the written order of the Engineer consequent on the Trustees' failure to effect timely supply thereof.	Recovery from Contractor for Trustees' materials under normal circumstances.
	(e) If the Engineer decides that due to the contractor's negligence, any of the Trustees' materials issued to the contractor has been – (i) lost or damaged, (ii) consumed in excess of requirement and (iii) wasted by the contractor in excess of normal wastage, then the value thereof shall be recovered from the contractor's bills or from any of his other dues, after adding 19 ¼% extra over the higher one of the followings -	Recovery from Contractor for Trustees' materials under other circumstances.
	(1) The issue rate of the materials at the Trustees' Stores and	
	(2) The market price of the material on the date of issue as would be determined by the Engineer.	

Contractor to replace materials/ work not acceptable to the Engineer or his Representative.

- 5.9 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (I) for removal from the site of any material which in his opinion is not in accordance with the contract or the instruction of the engineer or his representative, (ii) for the substitution of the proper and suitable materials, or (iii) the removal and proper re-execution of any work which in respect of material and workmanship is not in accordance with the contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Trustees by engaging any outside agency at the risk and expense of the contractor and after giving him a written prior notice of 7 days.

Contractor to seek approval of Engineer or his Representative before covering up any portion of work

- 5.10 No work shall be covered up and put out of view by the contractor without approval of the Engineer or his Representative and whenever required by him, the contractor shall uncover any part or parts of the work or make openings in or through the same as may be directed by the Engineer or his representative from time to time and shall reinstate or make good those part of works thus affected to the satisfaction of the Engineer, all at the cost of the contractor.

The Trustees shall reimburse such cost as determined by the Engineer, if the initial covering up was with prior written order of the Engineer or his Representative.

Contractor to suspend work on Order from Engineer or his Representative.

- 5.11 On a written order of the Engineer or his Representative, the contractor shall delay or suspend the progress of the work till such time the written order to resume the execution is received by him. During such suspension the contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative. All extra expenses in giving effect to such order shall be considered by the Trustees, unless such suspension is –

- (a) otherwise provided for in the contract, or
- (b) necessary by reason of some default on the part of the contractor, or
- (c) necessary by reason of climatic conditions on the site, or
- (d) necessary for proper execution of the works or for the safety of the works or any part thereof.

The Engineer shall settle and determine such extra payment and/or Extension of completion time to be allowed to the contractor, as shall, in the opinion of the Engineer be fair and reasonable, and the same shall be final and binding on the Contractor.

- 5.11.1 If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.

5.12	When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test prescribed in the contract, the contractor shall, within 21 days of submission of his application to the Engineer, be entitled to receive from him a certificate for completion of work in Form G.C.1, annexed hereto. If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and/or used by the Trustees, the Contractor shall on application be entitled to partial completion certificate in the Form G.C.1 indicating the portion of the work covered by it, so that the Contractor's liability during maintenance period of the contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.	Completion Certificate G.C.1.
6.0	TERMS OF PAYMENT :	
6.1	<p>No sum shall be considered as earned by or due to the Contractor in respect of the work till final and satisfactory completion thereof and until a certificate of final completion in Form G.C.2 has been given by the Engineer.</p> <p>On account payments, if any, made prior to issue of the certificate in Form G.C.2, shall all be treated as mere advance, which shall stand recoverable in full or in part, if the Engineer so decides in the context of Contractor's unfulfilled contract condition, if any.</p>	All interim payments are advances till issue of Certificate in Form G.C.2
6.2	All payments shall be made to the Contractor only on the basis of measurements of actual work done, as recorded in the Trustees' measurement books and at accepted tendered or at agreed rates, as the case may be, except as otherwise provided in the contract and when the Engineer decides any other rate for change in the scope of work or omission, if any, on the part of the Contractor.	Payment on the basis of measurements at agreed rates.
6.3	For work of sanctioned tender value more than Rs.50,000/- or having an initially stipulated completion period of 4 months or more, on account payments may be made at the discretion of the Engineer or his Representative at intervals deemed suitable and justified by him. Provided always that subject to execution of work of substantial value in the context of the contract price, the interval of such on account payments shall be decided by the Engineer or his Representative, which shall ordinarily not be less than 1 month in between two payments for on account bill and/or advance.	Limitation for on account payment.
6.4	Measurement for works done shall be progressively taken by the Engineer's Representative and entered in the Trustees' Measurement Book, at intervals deemed suitable and proper by him and/or the Engineer. The Contractor or his duly accredited Representative or Agent shall remain present at the time of such measurement and assist the Engineer's Representative in every manner required by him. After the measurements taken have been entered in the Measurement Book, the Contractor or his Agent shall sign the Measurement Book at the end of such Measurements over the Contractor's Rubber Stamp as a token of acceptance of all such measurements, recorded above and prior to such signature. If the Contractor or his Agent fails to participate even after 3 days written notice from the Engineer's Representative, the measurement	Recording of measurements.

shall be taken ex-parte by the Engineer’s Representative and those shall be accepted by the Contractor.

Contractor to prepare and submit his bills.

6.5 Based on the quantum of work and the value thereof computed in the Measurement Book, the Contractor shall type out his bill in the proforma approved by the Engineer and submit the same to the Engineer’s Representative in quadruplicate, duly signed by him or his accredited Agent over his Rubber Stamp. The Engineer or his Representative may in his absolute discretion, allow advance payment against such bill to the extent of an amount not exceeding 75% of the “net payable” sum of the said bill, subject to adjustment thereof against the bill at the time of checking and auditing the bill at the Trustees’ end. The measurement Book will not be handed over to the Contractor; but he will obtain the abstracts of quantities, amounts and recoveries to type out the bill.

6.6 At the discretion of the Engineer or his Representative and only in respect of accepted offers/where estimated amount put to tender would be Rs.2,00,000/- or more, advance payment may be made to the extent of 75% of the value of any material purchased and brought to the site by the Contractor. Provided always that –

Advance payment against Non-perishable materials.

- (i) the materials shall, in the opinion of the Engineer or his Representative be of imperishable nature.
- (ii) the value of such materials shall be assessed by the engineer or his Representative at their own discretions.
- (iii) a formal agreement has been drawn up with the contractor, under which the Trustees secure a lien on the contractor’s materials.
- (iv) the materials are safe-guarded by the contractor against losses, shortage and misuse due to the contractor postponing the execution of the work or otherwise.
- (v) in the event of storage of such materials within the Trustees’ protected areas in the Docks, the contractor shall submit an Indemnity Bond in the proforma and manner acceptable to Trustees’ whereby the contractor shall indemnify the Trustees against all financial loss/damage, on account of loss/damage to such materials for whatever reasons.
- (vi) in the event of storage of such materials outside the Trustees’ protected areas the Contractor shall submit to the Engineer an irrevocable Bank Guarantee favouring the Trustees and for the same sum as is being advance, in the proforma and manner acceptable to the Trustees. The Guarantee shall be of a Kolkata / Haldia Branch of any Nationalised Bank or a Schedule Commercial Bank, as the case may be, acceptable to the Trustees and shall remain valid till the anticipated period of consumption of such materials in the work. The Bank Guarantee must bear an undertaking by the issuing Bank guaranteeing automatic payment of the guaranteed sum to the Trustees by the Bank on the date of expiry of the validity of the Guarantee, unless with the prior written approval of the Engineer on behalf of the Trustees, the Bank has extended the validity of the Guarantee.

(vii)	The amount of advance shall be recoverable from the contractor's bills or any other dues, progressively with the consumption of the materials on the basis of quantity consumed. Consequent on full recovery of the advance the Indemnity Bond/Bank Guarantee, vide sub-clause (v) & (vi) above, shall be returned to the Contractor duly discharged by the Engineer on behalf of the Trustees.	
6.7	No certificate of the Engineer or his representative shall protect the Contractor against or prevent the Trustees from obtaining repayment from the Contractor, in case the Engineer or his representative should overcertify for payment or the Trustees should over-pay the Contractor on any account.	Recovery for wrong and over payment.
6.8	No claim for interest shall be admissible or payable to the Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Trustees, owing to dispute or otherwise or for any delay on the part of the Trustees in making interim or final payment or otherwise.	Interest not admissible to Contractor.
7.0	VARIATION AND ITS VALUATION :	
7.1	The Quantities set out in the Bill of Quantities of the tender shall be treated as estimated quantities of the work and shall never be deemed as actual or correct quantities of the works to be executed by the contractor in fulfilment of his obligation under the contract.	Quantities in Bill of Quantities of Tender.
7.2	The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows : (a) Increase or decrease the quantity of any work included in the contract. (b) Omit any work included in the contract. (c) Change the Character or quality or kind of any work included in the contract. (d) Change the levels, lines, position and dimensions of any part of the work, and (e) Execute extra and additional work of any kind necessary for completion of the works	Engineer's power to vary the works.
7.3	No such variation shall in any way vitiate or invalidate the contract or be treated as revocation of the contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the contract price shall be varied accordingly.	Variation by engineer do not vitiate the contract.
7.4	Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15%, where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities. Provided also that verbal order of variation from the Engineer shall be complied with by the Contractor and the Engineer's subsequent written confirmation of such verbal order shall be deemed to be an order in writing within the meaning of this clause.	Where written order for variation is not needed.

	<p>7.5 (a) The Contractor shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the Engineer.</p>
<p>Payment for extra or additional, or omitted work or substituted work, Engineer's powers.</p>	<p>(b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the tender in respect of any extra work done or work omitted by his order.</p> <p>(c) All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</p> <p>(d) If the nature or amount of any omission or addition relative to the nature or amount of the whole of the contract work or to any part thereof shall be such that, in the opinion of the Engineer, the rate of prices contained in the contract for any item of the works or the rate as evaluated under sub-clauses (b) and (c) of this clause, is by reason of such omission or addition rendered unreasonable or in-applicable, the Engineer shall fix such other rate or price as he deems proper and the Engineer's decision shall be final, binding and conclusive.</p>

8.0

DELAY / EXTENSION OF COMPLETION TIME / LIQUIDATED DAMAGE / TERMINATION OF CONTRACT

<p>Extension of completion time.</p>	<p>8.1 Should the quantum of extra or additional work of any kind or delayed availability of the Trustees' materials to be supplied as per contract or exceptionally adverse climatic conditions and natural phenomenon or strikes, lock-outs, civil commotion or other special circumstances of any kind beyond the control of the Contractor, cause delay in completing the work, the contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall thereupon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and allow in writing the extension period as he would deem proper for completion of the work with or without the imposition of "Liquidated Damage" Clause (No.8.3 hereof) on the Contractor and his decision shall be final and binding on the Contractor. If an extension of completion time is granted by the Engineer without imposition of liquidated damage, from the Clause No.8.3 of the Liquidated damage shall apply from its date of expiry, if the work be not completed within the extended time, unless stated otherwise in the decision communicated by the Engineer, as aforesaid.</p>
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- 8.2 (a) If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work.
- (b) Without prejudice to any of their legal rights, the Trustees shall have the power to recover the said amount of compensation/damage in Sub-clause (a) of this clause, from any money due or likely to become due to the Contractor. The payment or deduction of such compensation/damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations/liabilities under the contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency at the risk and expense of the Contractor, after a minimum three days notice in writing has been given to the Contractor by the Engineer or his Representative.
- 8.3 Without being liable for any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum 3 days' notice in writing, due to occurrence of any of the following reasons and decision of the Trustees in this respect, as communicated by the Engineer shall be final and conclusive :
- (i) The Contractor has abandoned the contract.
- (ii) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- (iii) The Contractor has failed to commence the works or has without any lawful excuse under these conditions has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- (iv) The Contractor has failed to remove materials from site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- (v) The Contractor is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
- (vi) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the contractor to any officer, servant or representative of the Trustees or to any person on his or their behalf in relation to the obtaining or to the execution of the contract.
- (vii) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsory or voluntary.

'Liquidated Damage' and other compensation due to Trustees .

Default of the Contractor remedies & powers/
Termination of Contract.

- 8.3.1 Upon receipt of the letter of termination of work, which may be issued by the Engineer on behalf of the Trustees, the Contractor shall hand over all the Trustees’ tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.
- 8.3.2 In all such cases of Termination of work, the Trustees shall have the power to complete the work through any other agency at the Contractor’s risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the work of the work in accordance with the contract.
- 8.3.3 Upon termination of contract, the Contractor shall be entitled to receipt payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per contract, provided the work done and materials conform to specifications at the time of taking over by the Trustees. The payment for work shall be based on measurements of actual work done and priced at approved contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Trustees. The Engineer’s decision in all such case shall be final, binding and conclusive.
- 8.3.4 The Trustees shall have the power to retain all moneys due to the Contractor until the work is completed by other agency and the Contractor’s liabilities to the Trustees are known in all respect.

9.0 MAINTENANCE AND REFUND OF SECURITY DEPOSIT

Contractor’s obligation for maintenance of work.

- 9.1 On completion of execution of the work the Contractor shall maintain the same for a period, as may be specified in the form of a Special Condition of the Contract, from the date mentioned in the Initial Completion Certificate in Form G.C.1. Any defect/fault, which may appear in the work during aforesaid maintenance period, arising, in the sole opinion of the Engineer or his representative, from materials or workmanship not in accordance with the contract or the instruction of the Engineer or his representative, shall, upon the written notice of the Engineer or his representative, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Engineer or his representative, failing which the Engineer or his representative shall have the defects amended and made good through other agency at the Contractor’s risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer.

Certificate of final completion.

- 9.2 The Contract shall not be considered completed and the work shall not be treated as finally accepted by the Trustees, until a Final Completion Certificate in Form G.C.2 annexed hereto shall have been signed and issued by the Engineer to the contractor after all obligations under the Contract including that in the maintenance period, if any, have been fulfilled by the Contractor. Previous entry on the works or taking possession, working or using

thereof by the Trustees shall not relieve the Contractor of his obligations under the contract for full and final completion of the work.

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| 9.3 | On completion of the contract in the manner aforesaid, the Contractor may apply for the refund of his Security Deposit by submitting to the Engineer (i) The Treasury Receipts granted for the amount of Security held by the Trustees, and (ii) his “No further claim” Certificate in Form G.C.3 annexed hereto (in original), where upon the Engineer shall issue Certificate in Form G.C.2 and within two months of the Engineer’s recommendation, the Trustees shall refund the balance due against the Security Deposit to the Contractor, after making deduction therefrom in respect of any sum due to the Trustees from the Contractor. | Refund of Security Deposit. |
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10.0 INTERPRETATION OF CONTRACT DOCUMENTS, DISPUTES AND ARBITRATION.

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| 10.1 | In all disputes, matters, claims, demands or questions arising out of or connected with the interpretation of the Contract including the meaning of Specifications, drawings, designs and instructions 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 and binding on all parties to the contract and shall forthwith be given effect to by the Contractor. | Engineer’s decision. |
| 10.2 | If the Contractor be dissatisfied with any such decision of the Engineer, he shall within 15 days after receiving notice of such decision require that the matter shall be referred to Chairman, who shall thereupon consider and give a decision. | Chairman’s award. |
| 10.3 | If, however, the Contractor be still dissatisfied with the decision of the Chairman, he shall within 15 days after receiving notice of such decision require that within 60 days from his written notice, the Chairman shall refer the matter to an Arbitrator of the panel of Arbitrators to be maintained by the Trustees for the purpose and any such reference shall be deemed to be a submission to arbitration within the meaning of Indian Arbitration Act, 1940 or any statutory modification thereof. | Arbitration. |
| 10.3.1. | If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another person from panel shall be appointed as Sole Arbitrator and he shall proceed from the stage at which it was left by his predecessor. | |
| 10.3.2 | The Arbitrator shall be deemed to have entered on reference on the date he issues notice to both the parties fixing the date of first hearing. | |

- 10.3.3 The time limit within which the Arbitrator shall submit his award shall normally be 4 months as provided in Indian Arbitration Act, 1940 or any amendment thereof. The Arbitrator may, if found necessary, enlarge the time for making and publishing the award, with the consent of the parties.
- 10.3.4 The venue of the arbitration shall be either Kolkata or Haldia as may be fixed by the Arbitrator in his sole discretion. Upon every or any such reference the cost of any incidental to the reference and award respectively shall be in the discretion of the Arbitrator who may determine, the amount thereof or by whom and to whom and in what manner the same shall be borne and paid.
- 10.3.5 The Award of the Arbitrator shall be final and binding on all parties subject to the provisions of the Indian Arbitration Act 1940 or any amendment thereof. The Arbitrator shall give a separate award in respect of each item of disputes and respective claim referred to him by each party and give reasons for the award.
- 10.3.6 The Arbitrator shall consider the claims of all the parties to the contract – within only the parameters of scope and conditions of the contract in question.
- 10.3.7 Save as otherwise provided in the contract the provisions of the Arbitration Act, 1940 and rules made thereunder, for the time being in force, shall apply to the arbitration proceedings under this Clause.
- 10.4 The Contractor shall not suspend or delay the work and proceed with the work with due diligence in accordance with Engineer's decision. The Engineer also shall not withhold any payment, which, according to him, is due or payable to the Contractor, on the ground that certain disputes have cropped up and are likely to be referred to arbitration.

10.5 *Provided always as follows :*

- [a] Nothing of the provisions in paragraphs 10.3 to 10.3.7 hereinabove would apply in the cases of contracts, where tendered amount appearing in the letter of acceptance of the tender / offer is less than Rs.40,00,000/-.
- [b] The Contractor shall have to raise disputes or differences of any kind whatsoever in relation to the execution of the work to the Engineer within 30 days from the date of occurrence of the cause of dispute and before the preparation of the final bill, giving detailed justifications, in the context of contract conditions.
- [c] Contractor's dispute if any arising only during the maintenance period, if any, stipulated in the contract, must be submitted to the Engineer, with detailed justification in the context of contract conditions, before the issuance of final completion certificate in Form G.C.-2 *ibid*.

No dispute or difference on any matter whatsoever, pertaining to the Contract can be raised after submission of certificate in form G.C.3 by him.

- [d] Contractor's claim / dispute raised beyond the time limits prescribed in sub-clauses 10.5[b] and 10.5 [c] hereinabove, shall not be entertained by the Engineer and / or by any Arbitrator subsequently.
- [e] The Chairman / Trustees shall have the right to alter the panel of Arbitrators, vide Clause 10.3 hereinabove, on their sole discretion, by adding the names of new Arbitrators and / or by deleting the names of existing Arbitrators, without making any reference to the Contractor.

THE BOARD OF TRUSTEES FOR THE PORT OF KOLKATA

FORM OF TENDER

TENDER NO:- _____

To,

_____.
_____.
_____.

I/we _____ of _____ having examined the site of works , inspected the Drawings and read the Specifications, General & Special Conditions of Contract and Conditions of Tender, hereby tender and undertake to execute and complete all the works required to be performed in accordance with the Specification, Bill of Quantities , General & Special Conditions of Contract and Drawings prepared by or on behalf of the Trustees and at the rates & prices set out in the annexed Bill of Quantities within _____month / week from the date of order to commence the work and in the event of our tender being accepted in full or in part, I/ we also undertake to enter into a Contract Agreement in the Form hereto annexed with such alterations or additions there to which may be necessary to give effect to the acceptance of the Tender and incorporating such specification, Bill of Quantities, Drawings and Special & General Conditions of Contract and I/We hereby agree that until such Contract Agreement is executed the said Specifications, Bill of Quantities , Conditions of Contract and the Tender, together with the acceptance thereof in writing by or on behalf of the Trustees shall be the Contract.

THE TOTAL AMOUNT OF TENDER Rs _____

(Repeat in words) _____

*I/We require _____days/months preliminary time to arrange and procure the materials required by the work from the date of acceptance of tender before I/We could commence the work.

(* This should be scored out in the case of Labour Contracts)

I/We have deposited with the Trustees' Financial Adviser & Chief Accounts Officer/Manager (Finance), Haldia Dock Complex vide Receipt No. _____ of _____ as Earnest Money.

I/We agree that the period for which the tender shall remain open for acceptance shall not be less than four months.

Signature of Tenderer
(Seal of the Tenderer)

Witness :

Signature _____.

Name _____.
(In block letters)

Address _____.

_____.

_____;

Occupation _____

Name of the
Tenderer : _____.

Date : _____.

Address : _____.

_____.

KOLKATA PORT TRUST

PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made _____ day of _____ 20____ between the "Board Of Trustees for the Port Of Kolkata , a statutory body constituted under Major Port Trust Act ,1963 under the rules there under and statutory modification thereto having Registered Office at 15, Strand Road , Calcutta -700001 (hereinafter called "EMPLOYER" which expression unless excluded by or repugnant to the context be deemed to include his successor/s in office) on the one part and _____ (hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context he deemed to include his heirs, executors, administrators, representative, successor in officer and permitted assigns) of the other part. WHEREAS The TRUSTEES are desirous that certain works should be executed viz _____ and have accepted a Tender/Offer by the contractor for the execution, completion and maintenance of such works . NOW THIS CONTRACT AGREEMENT WITNESSETH as follows :-

1. In this agreement words expressions shall have the same meanings as are respectively assigned to them in General Conditions Of Contract, hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement , viz :-
 - (i) The said Tender/Offer & the acceptance of Tender/ Offer.
 - (ii) The Drawings.
 - (iii) The General Conditions Of Contract.
 - (iv) Special Conditions Of Contract (If any).
 - (v) The Conditions Of Tender.
 - (vi) The Specifications.
 - (vii) The Bill Of Quantities.
 - (viii) The Trustees' Schedule of Rates and Prices (if any).
 - (ix) All correspondences by which the contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made by the Trustees to the Contractor as hereinafter mentioned the contractor hereby covenant with the Trustees to execute ,complete and maintain the work in conformity in all respects with the provisions of Contract.
4. The Trustees hereby covenants to pay to the contractor in consideration of such execution, completion and maintenance of the works the Contract Prices at the times and in the manner prescribed by the contract .

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.
have executed these presents on the day and year first above written.

The Seal of _____

Was hereunto affixed in the presence of :

Name :- _____

Address :- _____

OR
SIGNED SEALED AND DELIVERED

By the said _____

In the presence of :

Name :- _____

Address :- _____

The Common Seal of the Trustees was hereunto affixed in the presence of :

Name :- _____

Address :- _____

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 1

Contractor _____

Address _____

Date of completion : _____

Dear sir(s),
This is to certify that the following work viz :-

Name of work :
.....

Estimate No. E.E.O.....Dt.....

C.E.O.....Dt.....

Work Order No.....

Allocation.....

Contract No.

which was carried out by you is in the opinion of the undersigned complete in every respect on the _____ day of _____ 20____ in accordance with terms of the Contract and you are required to maintain the work as per Clause 9.0 of the General Conditions of Contract and under provisions of the Contract for a period of _____ weeks / months / years

from the _____ day of _____ 200_____

to the _____ day of _____ 200_____

Yours faithfully,

Signature.....
(ENGINEER/ENGINEER’S REPRESENTATIVE)

Name.....

Designation.....

C.C. to : The Deputy Chief Engineer ()
The Deputy Manager ()
Financial Advisor & Chief Accounts Officer/
Manager (Finance), Haldia Dock Complex.

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 2.

The Financial Adviser & Chief Accounts Officer.
The Manager (Finance), Haldia Dock Complex.

CERTIFICATE OF FINAL COMPLETION.

This is to certify that the following work viz:-

Name of work :

Estimate No. E.E.O.....dt.....

C.E.O.....dt.....

Work Order No.....

Contract No.

Resolution & Meeting No.

Allocation :

which was carried out by Shri/Messrs..... is now complete in every respect in accordance with the terms of the Contract and that all obligations under the Contract have been fulfilled by the Contractor.

Signature.....
(ENGINEER/ENGINEER'S REPRESENTATIVE)

NAME.....

DESIGNATION.....

OFFICE SEAL

KOLKATA PORT TRUST
HALDIA DOCK COMPLEX

FORM G.C. 3

(‘NO CLAIM ‘ CERTIFICATE FROM CONTRACTOR)

The Manager (I&CF)
Haldia Dock Complex
Kolkata Port Trust
Haldia.

(Attn:.....)

(Address, the Trustees’ Official, mentioned
in the Work Order and under whom the
Contract was executed)

Dear Sir,

I / We do hereby declare that I / we have received full and final payment from Kolkata Port Trust for the execution of the following work viz:-

Name of work : _____

Work Order No :-_____ dt. _____

Contract No. _____ dt. _____

Agreement No.....Dt.....

and I / we have no further claim against the Kolkata Port Trust in respect of the above mentioned job.

Yours faithfully,

(Signature of the Contractor)

Dated _____

Name of Contractor.....

Address:.....
.....

(OFFICIAL SEAL OF THE CONTRACTOR)

Draft Proforma of Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata / Haldia Branch, as the case may be , of any nationalised Bank of India on Non-judicial Stamp Paper worth Rs 50/- or as decided by the Engineer / Legal Adviser of the Trustees.

To
The Board of Trustees
for the Port of Kolkata

Bank Guarantee No. _____ Date _____

Name of Issuing Bank.....
Name of Branch
Address

In consideration of the Board of Trustees of the Port of Kolkata, a body corporate and duly constituted under the Major Port Trusts Act, 1963 (Act 38 of 1963), having agreed to exempt Shri / Messrs.....a Proprietary/ Partnership/ Limited / Registered Company, having its Registered Office at (hereinafter referred to as "the Contractor") from cash payment of Security Deposit / payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for (write the name of the work as per Work Order) in terms of the Work Order No.....dated.....(hereinafter referred to as "the said contract") for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for Rs..... (Rupees.....), we,Branch, Kolkata...../Haldia, do on the advise of the contractor, hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....) We,Branch, Kolkata...../Haldia, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, we,.....Branch , Kolkata...../Haldia, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same

and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust", without any demur. Even if there be any dispute between the contractor and the Trustees, there would be no ground for us,(Name of Bank),Branch, Kolkata...../Haldia, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We,.....Branch, Kolkata...../Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We,.....Branch, Kolkata/Haldia, further agree that a mere demand by the Trustees at anytime and in the manner aforesaid, is sufficient for us,.....Branch, Kolkata...../Haldia, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Branch, Kolkata...../Haldia, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. We,Branch, Kolkata...../Haldia, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and / or discharged in full and / or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/ fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofday of20.....and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period uptoor any extension thereof made by us.....Branch, Kolkata...../Haldia, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required / determined by the Trustees, only on a request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We,Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of terms and conditions relating to the said contract and We,.....Branch, Kolkata...../Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter or thing of whatsoever nature, which under the law relating to sureties would , but for this provision, have effect of so relieving us,.....Branch, Kolkata...../Haldia.

5. We,Branch, Kolkata...../Haldia, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE

NAME

DESIGNATION.....

[Duly constituted attorney for and on behalf of]

BANK

BRANCH.....

KOLKATA...../HALDIA.

(Official seal of the bank)

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GENERAL CONDITIONS OF CONTRACT

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