



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

SYAMA PRASAD MOOKERJEE PORT KOLKATA DOCK SYSTEM

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

8, GARDEN REACH ROAD, KOLKATA-700043 invites Electronic Bids from eligible Bidders for the work mentioned below, under Competitive Bidding against

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

निविदाआमंत्रणसूचनासंख्या: एसएमपी/केडीएस/मेक/डीसी-1

/एडीवी/721 दिनांक 13.03.2026

Invitation of Bids

For

Selection of Agency for Design, Supply, Installation, Operation & Management of Electric Vehicle Charging Stations on Revenue Sharing Basis at the land parcel near Subhas Bhavan beside ITC Cigarette factory (on Circular Garden Reach Road), on 'Built, own, operate & transfer' basis on behalf of Syama Prasad Mookerjee Port Authority, Kolkata for a Project Period of 10years.

Chief Mechanical Engineer / मुख्य यांत्रिक अभियंता

Email: cme@smportkolkata.shipping.gov.in /

ddas@smportkolkata.shipping.gov.in

Contact: 9434052489 / 9674720043

NOTICE INVITING TENDER

Mechanical and Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata or SMPK) invites e-Tender under two part system viz. Techno-Commercial Bid and Price Bid for Selection of Agency for Design, Supply, Installation, Operation & Management of Electric Vehicle Charging Stations on Revenue Sharing Basis at the land parcel near Subhas Bhavan beside ITC Cigarette factory (on Circular Garden Reach Road), on 'Built, own, operate & transfer' basis on behalf of Syama Prasad Mookerjee Port Authority, Kolkata for a Project Period of 10years.

Tender Document may be downloaded from SMP, Kolkata website <https://smpportkolkata.shipping.gov.in> and <https://eprocure.gov.in/>. Corrigendum/Addendum/Clarifications, if any, shall be hoisted in the above mentioned websites only.

SCHEDULE OF TENDER

TENDER NO.	SMP/KDS/Mech/C/ADV/721 dated 13.03.2026
MODE OF TENDER	<p>CPP Bidding</p> <p>(Online Part I - Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://eprocure.gov.in/).</p> <p>The intending bidders are required to submit their offer electronically through e-Tendering Portal. No physical tender is acceptable by Kolkata Dock System.</p>
<p>i) Earnest Money Deposit @ 2% of Estimated value of Tender</p> <p>ii) Tender Cost</p>	<p>The intending bidders should submit Earnest Money of Rs.8,94,514.00</p> <p>Rs.2, 900/- (i.e., Rs.2, 500/- plus GST @18%)</p> <p>Tender Cost" and "EMD" should be submitted in the form of Insurance Surety Bonds or Banker's cheque or Pay Order or Demand Draft from any of the Nationalized/ Scheduled Banks in India having branch in "Kolkata" drawn in favour of "Syama Prasad Mookerjee Port, Kolkata".</p>
	<p>Tender Fee and Earnest Money or NSIC /DIC Certificate, if applicable, are to be uploaded and must be physically submitted to the Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, Syama Prasad Mookerjee Port, Kolkata , 8, Garden Reach Road, Kolkata -700 043, before opening of tender document, failing which techno-commercial bid will not be opened.</p>
Performance Security Deposit (SD)	As per relevant clause of Performance Guarantee.

Date of NIT available to parties to download	14.03.2026 from 11:00 hrs. onwards
Date of site inspection	20.03.2026 at 11:30 hrs.
Last Date & Time for receipt/ clarification of queries	24.03.2026 up to 17:00 hrs.
Date and time of Pre-Bid meeting	27.03.2026 at 11:30 hrs.
Start Date of submission of e-tender	02.04.2026 from 12:00 hrs.
Date of closing of online submission of Bid (Techno-Commercial Bid and price Bid) through CPP Portal.	09.04.2026 up to 12.00 hrs.
Date and time of opening of Techno-Commercial Bid	10.04.2026 at 12:00 hrs.
Date and time of opening of Price Bid	To be informed separately through email or telephone or CPP portal.

- Online tenders through CPP Portal are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic contractors for executing the work.
- The tender document is available from 14.03.2026 to 10.04.2026 and can be downloaded from the official website of SMP, Kolkata and through <https://eprocure.gov.in/>.
- The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: <https://smpportkolkata.shipping.gov.in/> [Tender- Mechanical & Elect. Eng. Dept.] and <https://eprocure.gov.in/> portal and bidders are required to submit tender offer through CPP portal on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instruments towards the cost of EMD as proof of payment towards EMD while submitting the tender electronically in the CPP portal.
- The tender offer shall have to be submitted by the tenderer only through CPP portal as explained in the tender document.

No physical tender is acceptable.

- SMPK reserves the right to accept or reject any offer.
- Minutes of Meeting/Corrigendum/Addendum/Clarifications if any, shall be hosted on the <https://smpportkolkata.shipping.gov.in/> and or <https://eprocure.gov.in/>.

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

Appendix

Notice Inviting Tender (NIT)	Section-I	Page No. 2 to 4
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INSTRUCTIONS TO BIDDERS/ TENDERERS

This is an e-procurement event of Syama Prasad Mookerjee Port, Kolkata. The e-procurement service provider is CPP Portal. You are requested to read the terms and conditions of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender for opening of price bid.

1. Online tenders through CPP Portal are invited by Syama Prasad Mookerjee Port, Kolkata from GST registered domestic Contractors for executing the work. The tender document through CPP Portal is available from 02.02.2026 to 05.03.2026 and can be downloaded from the official website of SMP, Kolkata and through CPP Portal. The complete tender document can be downloaded from Syama Prasad Mookerjee Port, Kolkata website: <https://smpportkolkata.shipping.gov.in/> and CPP's web portal <https://eprocure.gov.in/> and bidders are required to submit tender offer through CPP Portal on or before the due date and time of submission. The tenderer shall upload the scanned copy of the supporting documents as proof of payment towards EMD and cost of Bid documents while submitting the tender electronically in the CPP.

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

The tender offer shall have to be submitted by the Tenderer only through CPP Portal as explained in the tender document.

2. The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://eprocure.gov.in/>

(A). Part - I (Techno-Commercial bid): Would be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the opening of Techno-commercial Bid electronically.

(B) Part - II (Price bid): Would be opened electronically of only those bidder(s) whose Part - I (Techno-Commercial bids) are acceptable by SMP, Kolkata. Such bidder(s) will be intimated the date of opening of Part II (Price bid) through valid e-mail/telephone/letter/ CPP portal. Bidder(s) can witness the opening of Bids electronically.

The tenderers are advised to offer their best possible rates. There would generally be no negotiations. Bidders are requested to submit their most competitive prices while submitting the price bid.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4. In case of any clarification, please contact SMP, Kolkata (before the scheduled time of the e-tender).

Contact person (SMP, Kolkata):

1. Shri D. Das
Dy. Chief Mechanical Engineer
Mobile No. 9674720090
Email: ddas@smportkolkata.shipping.gov.in

2. Shri D.K. Kundu
Superintending Engineer
Mobile No. 9674388001
Email: dk.kundu@smportkolkata.shipping.gov.in

3. Shri N.C. Behera
Executive Engineer
Mobile No. 9438273774
Email: n.behera@smportkolkata.shipping.gov.in

5. All notices / corrigendum and correspondence to the bidder(s) shall be sent by email only during the process until finalization of tender by SMP, Kolkata. Hence, the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with CPP portal (i.e. Service Provider).
6. E-tender cannot be accessed after the due date and time mentioned in NIT.
7. (a). MSEs registered with NSIC under Single Point Registration scheme/DIC/Udyog Aadhar are exempted from depositing Earnest Money. However, not all the NSIC/DIC/Udyog Aadhar registered firms are exempted from depositing Earnest Money. Only those firms, having documents of such exemption for the entire tendered work (as per the Bill of Quantity) would be exempted. Documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily be rejected.
(b). The process involves Electronic Bidding for submission of Tender fee, EMD, Techno-Commercial Bid as well as Price Bid.
(c). The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
(d). All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as valid bid if it fulfils all the terms and conditions of the Tender Document.
(e). 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.
(f). No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.

(g). Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted in Indian Rupee Currency as per UOM indicated in the e-tender floor/tender document.

8. The e-tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions are allowed.
10. SMP, Kolkata has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11. The bidders must upload all the documents required as per Pre-qualification criteria and the documents enlisted under techno-commercial bid and Price-bid, failing which the tender shall lead to disqualification. Any other document uploaded, which is not required as per the terms of the NIT, shall not be considered.
12. The bid will be evaluated based on the filled-in technical and commercial formats uploaded.
13. The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
14. Price bid must be filled-up through CPP portal only.
15. Tender fee and EMD, Integrity Pact must reach this office physically before opening of Tender.
16. EMD, Integrity Pact are essential document and should have to be uploaded with the other essential documents.
17. Submission of Bid Documents

All the bid documents shall be submitted through e-Procurement portal on or before last date of bid submission as mentioned in e-Procurement portal. The bids will be opened **on 10.04.2026 at 12:00 Hrs.** as mentioned in the e-Procurement portal.

The bids shall be evaluated and Successful Bidders shall be awarded the subject work.

- i. Bids must be accompanied by required EMD and tender fee. These will be paid through DD/Pay order/ Banker Cheque/Insurance Security Bond/Fixed Deposit Receipt and to be submitted in hard copies within bid submission end date and time.
- ii. Bids must be electronically submitted (online through internet) within the date and time published in e-Procurement portal.
- iii. Any clarifications regarding the Scope of Work of the project can be had from the undersigned during office hours.
- iv. For any clarifications regarding e-Payment, contact mobile No. given above.

- v. SMPK reserves the right to cancel the bid process or reject all bids without assigning any reason thereof and will bear no liability whatsoever consequent upon such a decision.

18. Cost of Bidding

The Bidder shall bear all costs and expenses associated with preparation and submission of bids including participation in pre-bid / post-bid discussions, Technical & other presentations. Syama Prasad Mookerjee Port, Kolkata (SMPK) will under no circumstances bear the expenditures or costs, regardless of the conduct or outcome of the bidding process.

19. Project Description

This tender is invited for Selection of Agency for Design, Supply, Installation, Operation & Management of Electric Vehicle Charging Stations on Revenue Sharing Basis at the land parcel near Subhas Bhavan beside ITC Cigarette factory (on Circular Garden Reach Road), on 'Built, own, operate & transfer' basis on behalf of Syama Prasad Mookerjee Port Authority, Kolkata for a Project Period of 10 years.

20. Scope of the Work

The Scope of Work under this tender is as defined in the Special Conditions of Contract (SCC) as described in Section IV.

21. Additional Information

- (a) The interested eligible Bidders may obtain further information from the office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata – 700043.

Issues on which clarifications are sought by the Prospective Bidders shall be submitted through e-mail (E-mail ID: cme@smporkolkata.shipping.gov.in / ddas@smporkolkata.shipping.gov.in), on or before the date and time as mentioned in the e-Procurement platform.

Contact No: 9434052489 / 9674720043

- (b) A pre-bid meeting shall be held on **27.03.2026 at 11:30 Hrs** at Conference Room of the office of Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata –700043. All the interested Bidders who require clarifications on any aspect of this bid document should send their queries through e-mail on and before **17:00 Hrs. of 24.03.2026**

- (c) The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, SMPK reserves the right to add/ modify/ delete any portion of this document by issuing an amendment/ Corrigendum/ Addendum. The amendment/ Corrigendum/ Addendum will be issued in e-Procurement portal or SMPK website and such

amendment will be binding on the Bidders. This amendment/ Corrigendum/ Addendum shall be part of the tender document.

- (d) Letters seeking clarifications received after the mentioned date will not be entertained.
- (e) The Bids are invited and are to be submitted through Electronic Mode only. The Bid Notification and the Bidding Documents are available on website SMP, Kolkata <https://smporkolkata.shipping.gov.in>. The Bidders can download the tender documents from the e-Procurement portal (<https://eprocure.gov.in/>) **from 14.03.2026 at 11:00 Hrs** (free of cost), last date & time for receipt of Bid is **09.04.2026 at 12:00 Hrs** and the techno-commercial bid will be opened on **10.04.2026 at 12:00 Hrs**.

22. Bid Security/ Earnest Money Deposit

The Bidder shall have to pay the requisite tender fee (Rs.2900/-) and Earnest Money Deposit (EMD) (Rs. 8,94,514/-) as detailed above. Any clarification in this regard may be obtained from the following contact number: 9434052489/ 9674720043.

Hardcopy of tender fee and EMD shall be submitted within bid submission end date at the office of the Chief Mechanical Engineer, 8, Garden Reach Road, Kolkata - 700043. However, photo copy of tender fee and EMD instrument shall have to be uploaded in the online mode along with Techno Commercial Bid.

23. Bid Details

- (a) The Bidder shall submit the following documents as part of their bid and upload them on the e-Procurement Portal:
 - (1) Bid Form duly completed and signed by the Bidder, together with all attachments
 - (2) Price Schedules duly completed by the Bidder.
- (b) Bids shall be submitted in two parts viz., (1) Techno-Commercial Bid and (2) Price Bid, both in Electronic Mode only. Manual bids will not be accepted.
- (c) Separate document files shall have to be specifically created for uploading the qualifying documents as mentioned in the check list.
- (d) The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive will only be opened.
- (e) Syama Prasad Mookerjee Port Kolkata (SMPK) takes no responsibility for delay due to any cyber or any other computer related problems or postal delay. Further, SMPK reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

24. Essential Minimum Qualifying Requirements:

A. General

- a) For participation in the bidding process and submitting Proposals, Bidders should be of one of the following types of entities/firms – Private, Public or Government- owned legal entity.
- b) A Bidder that is under a declaration of ineligibility by any Government/ Government organization/ Authority/ PSU etc. in India at the date of submission of the Proposal or during evaluation of Proposals shall be disqualified. All Bidders shall provide an undertaking declaring continued eligibility satisfactory to SMPK.
- c) The Bidder shall not have any pending litigations/ arbitrations in the judicial bodies against SMPK as on date of submission of the Bid. The Bidder must submit a self-declaration in this regard.
- d) The Applicant shall be a valid legal entity duly incorporated or registered as per the country of its incorporation/ registration. It shall be legally competent to enter into contracts as per prevailing Indian law. The Applicant, if a resident of India, may be either :
 - i. A company incorporated under the Indian Companies Law i.e. the Companies act 1956 or 2013 (as amended or re-enacted and restated and notified from time to time), (copy of certificate of incorporation, and charter documents including the most recent Memorandum and Articles of the Association of the Applicant should be submitted).
 - ii. Limited Liability Partnership duly incorporated under the Limited Liability Partnership Act, 2008 (copy of registered partnership deed should be submitted, Including any amendments or supplements thereto).
 - iii. Partnership firm registered under the Indian Partnership Act (copy of registered partnership deed should be submitted, including any amendments or supplements thereto).
 - iv. A registered Proprietary firm in India.
 - v. JV/ Consortium having maximum 2(two) business entities.
 - a. All members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. The joint venture agreement should be registered in Kolkata so as to be legally valid and binding on partners.
 - b. All such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract and shall designate one of such persons to act as a leader with authority to bind

the JV. The composition or the constitution of the JV shall not be altered without the prior consent of the Employer.

- c. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.

B. Technical

The Applicants firm shall have experience in automobile sector /e-mobility/ business & Operation of EV charging infrastructure. Applicant will have to furnish the documentary evidence in support of above.

C. Financial

The Applicant Firm should have a Minimum Average Annual Turnover (MAAT) of Rs.4,47,25,710/- in last three financial years. The applicant has to submit the audited turnover statement duly certified by CA mentioned UDIN.

D. In addition to above, following document are to be uploaded:

- i. Copy of self-attested PAN card of the firm/ company issued from Income Tax Department.
- ii. Copy of self-attested valid GST Registration Certificate.
- iii. Copy valid Trade license
- iv. Copy of self-attested ESI registration certificate, OR an affidavit before a first class judicial magistrate as per the format given in Annexure-A (in case the Tenderer is not covered under ESI Act or exempted from it). The tenderers, if not covered under ESI Act, shall, additionally, indemnify SMP, Kolkata against all damages and accidents to his labourer in a non-judicial stamp paper as per the format given in Annexure-B. The contractors should declare and state in averment in the Affidavit and in the indemnity bond that in case such declaration will be found wrong and false, they will be held responsible for all consequences in respect of compliance of The Employees State Insurance Act 1948.
- v. Copy of valid Professional Tax clearance / Up-to-date Profession Tax Payment challans (if applicable) / else document in support of exemption.
- vi. Details of registration under EPF Act: Intending tenderers shall have to furnish the details of EPF Registration, failing which tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.
- vii. A list of key technically qualified & skilled person would be engaged during construction phase as per performa in Annexure-C.

25. Important Information:

- a) If in the event of the information furnished by the Bidders is found to be false at any stage of tendering process, SMPK at its discretion may take action against such bidders and may forfeit the EMD, disqualifying the offer of such Bidders and blacklist the firm.
- b) If in the event of information furnished by Bidder is found to be false during the execution stage, then SMPK at its liberty may take action to cancel the works awarded besides forfeiting the performance Bank Guarantee executed against the contract and may blacklist the firm and recover the losses and levy liquidated damages.
- c) SMPK reserves the right to reject any or all of the bids, without assigning any reason thereof.
- d) Any Bidder who fails to commence the construction work within 60 days of LoA/Order Letter, he may be blacklisted from participating in future SMPK tenders for a period of 2 years in addition to termination of contractor and for fitted of SD.
- e) **COMMISSIONING PERIOD: The entire assigned Work shall be completed & commissioned in 18 months from the date of issuance of Order Letter.**
- g) The Bidders shall be fully responsible for providing all Equipment, Materials, System and Services specified in their Scope or otherwise which are required to complete the construction and successful commissioning of the work in all respects in this Tender.
- h) Notwithstanding anything stated above or elsewhere in the Tender specifications, SMPK reserves the right to assess the capability / suitability of the Bidder to perform the overall contract should the circumstances warrant such assessment in the overall interest of SMPK.
- i) SMPK reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

INSTRUCTIONS TO BIDDERS

26. General Instructions:

a) **Project Duration:** Mechanical and Electrical Engineering Department of Syama Prasad Mookerjee Port, Kolkata (SMP, Kolkata or SMPK) invites e-Tender under two part system viz. Techno-Commercial Bid and Price Bid for Selection of Agency for Design, Supply, Installation, Operation & Management of Electric Vehicle Charging Stations on Revenue Sharing Basis at the land parcel near Subhas Bhavan beside ITC Cigarette factory (on Circular Garden Reach Road), on 'built own , operate & transfer' basis on behalf of Syama Prasad Mookerjee Port Authority, Kolkata for a Project Period of 10 years.

All bids must be prepared and submitted in accordance with the terms and conditions set forth in this of this Tender Document.

b) **Qualifying Requirements of Bidders:** Eligibilities and Qualifying Requirement for Bidders: As enumerated in Section -II clause 24.

c) **Cost of Bidding :** The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre-bid and post-bid discussions, technical and other presentations etc., and the SMPK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

27. Bidding Documents:

1) **Contents of Bidding Documents:** The goods and services required, bidding procedures and Contract terms are prescribed in the Bidding Document. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available on the website.
	Section I- Notice Inviting Tender (NIT)
	Section II-Instructions to Bidders/ Tenderers (ITB)
	Section III- General Terms and Conditions of Contract (GCC)
	Section IV-Special Conditions of Contract (SCC)
	Section V-Annexures
	Techno-commercial sheets

2) **Understanding of Bid Documents:** A prospective Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents and fully inform

himself as to all the conditions and matters which may in any way affect the Scope of Works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

3) Clarifications on Bid Documents:

- a) A prospective Bidder requiring any clarification on Bidding Documents may send e-mail to: cme@smportkolkata.shipping.gov.in & ddas@smportkolkata.shipping.gov.in. SMPK will upload on the website/ issue Corrigendum on the website / issue instructions on the website to any request for such clarification of the Bidding Document which it receives not later than the date indicated in Section-I and the e-Procurement portal (<https://eprocure.gov.in/>). Clarifications / Amendments / Corrigendum will be issued through the e-Procurement Portal/SMPK website, if found necessary.
- b) A pre-bid meeting shall be held on **27.03.2026 at 11:30 Hrs.** All the interested Bidders who require clarifications on any aspect of this Request for Proposal (RFP), should send their queries through e-mail (e-mail: cme@smportkolkata.shipping.gov.in& ddas@smportkolkata.shipping.gov.in) at least three days before the pre-bid conference. Correspondence seeking clarifications received subsequent to the mentioned date will not be entertained.
- c) The queries shall be dealt with at the pre-bid meeting. Based on the outcomes of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, SMPK reserves the right to add/ modify/ delete any portion of this document by issue of an amendment. The amendment will be issued in e-Procurement portal and such amendment will be binding on Bidders.
- d) Verbal clarification and information given by SMPK or his employee(s) or his representative(s) shall not in any way be binding on SMPK.

4) Amendment to Bidding Document:

- a) At any time prior to start date of submission of bids, SMPK may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
- b) The amendment will be issued on e-Procurement portal/SMPK website and such amendment will be binding on them.
- c) In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids, SMPK may, at its discretion, extend the deadline for the submission of bids.

- d) Such amendments, clarifications, etc., shall be binding on the Bidders and shall be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

28. PREPARATION OF BIDS:

1) **Language of Bid :** The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and SMPK shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

2) **Local Conditions:**

a) It will be imperative on each Bidder to fully inform himself of all local conditions regarding the site feasibility and all other relevant factors such as connectivity, any kind of physical, environmental, logistical, and infrastructural conditions prevailing at each site prior to the commencement of Bid procedure and submission of their Proposals, which may have any effect on the execution of the Contract covered under these documents and specifications.

b) The Bidder must perform site visit(s) before submitting the Proposal. This requirement is intended to minimize post-award issues such as execution delays, or claims arising from unforeseen site-specific challenges. SMPK shall not entertain any request for clarifications, modification or substitution from the Bidders, regarding such local conditions that could have been reasonably identified during such site visits.

c) It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by SMPK. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by SMPK, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

3) **Documents Comprising the Bid:**

a) The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered with a brief description of goods and services, quantity and prices. Any conditional Bid will not be accepted.

b) The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed above of the tender document.

c) The Bid Security shall be in as follows:

Bids containing any deviations from provisions relating to the clauses of the Bid document will be considered as non-responsive.

d) The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, and Price Sheets (Electronic Mode Only) and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno- Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature / Electrical Works etc, shall be furnished. SMPK's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

4. BID PRICE

a) The minimum amount for qualification shall be Rs. 1.00/kWh only (exclusive of taxes). Bidding price less than Rs. 1.00 shall be treated as non-responsive.

b) SMPK intends to set-up EV Charging Stations on the proposed location. The Revenue Sharing on Rupees per kWh basis is proposed in the document.

i. The Bidder shall quote "amount in Rs. X per kWh" that will be shared with SMPK. Here 'X' is the highest offer of the Bidder and shall not be less than 'Rs. 1.00'.

ii. The quoted amount shall be exclusive of all applicable taxes.

c) As the tender is floated on revenue sharing basis, the materials required for the execution of work and carrying out operations shall be under the scope of the Successful Bidder.

d) Any alteration in the quoted price etc., will not be allowed on any grounds, such as mistake, misunderstanding, etc., after the Bid has been submitted.

e) The Bidder will not be entitled for any other charges, allowances, or weightages apart from the quoted rates.

5. PRICE BASIS

a) The Bidder must submit the price bid in CPP Portal only.

b) The Rupees per kWh for revenue sharing should be exclusive of GST. In case Bidder quotes the rates inclusive of GST, quoted rate shall be considered as exclusive of taxes and duties.

6. TAXES AND DUTIES

a) The prices quoted by the Bidder shall be exclusive of all applicable taxes & duties.

b) Successful Bidder shall pay all the statutory levies and taxes imposed by the Government or any other authorities present or future on the operation of EV Charging Stations.

7. Insurance

a) The Bidder's insurance liabilities pertaining to the Scope of Work are detailed out in Clauses titled 'Insurance' in Clause 3.31 of General Terms and Conditions of Contract (GCC). Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in pursuance of fulfilling all the insurance liabilities under the Contract.

8. Providing Erection Tools and Tackles

The Bidder should clearly understand that all special tools, tackles, cranes and vehicles required for erection of the equipment while carrying out the activities as detailed in the Scope of Work shall be provided by the Bidder himself.

9. Bid Guarantee (EMD)

a) The EMD shall be valid for a period of 90 days. If the tender process could not be finalized within 90 days, the EMD is to be re-validated accordingly.

b) The EMD is required to protect the Owner (SMPK) against the risk of Bidder's conduct, which would warrant the guarantee's forfeiture, pursuant to relevant Clause of Bid document.

c) The Bid Guarantee shall be denominated in Indian Rupees only and shall be paid as per bid document.

d) Any bid not secured in accordance with the above paragraphs will be rejected by the Owner as non-responsive.

e) Unsuccessful Bidder's Bid Guarantee (EMD) will be discharged/returned upon Award of Contract with the Successful Bidder.

f) The Successful Bidder's Bid Guarantee (EMD) will be refunded after Award of Contract, signing of Contract Agreement and submission of performance guarantee as per tender terms and conditions.

g) The Bid Guarantee (or EMD) may be forfeited:

- If a Bidder with draws/modifies the bid during the period of bid validity specified by the Bidder on the Bid Form; or
- In case of a Successful Bidder, if the Bidder fails to sign the Contract; or

- In case of a Successful Bidder, if the Bidder fails to furnish the Performance Guarantee.
- h) The photocopy of EMD shall be submitted along with the bid through e-Procurement portal. The Bidder should pay the Earnest Money Deposit (EMD) instrument like DD/Pay Order etc. in hard form to the office of Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, 8, Garden Reach Road on or before date of bid opening.
- i) Any Bid without any Bid Security in accordance with provisions of this Clause will be rejected by SMPK and shall not be opened.
- j) For Hard copy of BG, it shall be submitted with in bid submission end date and time.
- k) No interest shall be payable by SMPK on the above EMD.

10. Period of Validity of Bids

- a) Bids shall remain valid for 120 days after the date of bid opening prescribed by SMPK unless otherwise specified in the Contract. A bid valid for a shorter period will be rejected as non-responsive.
- b) In exceptional circumstances, Owner (SMPK) may solicit the Bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex or mail). The EMD shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his EMD. A Bidder granting the request will not be required or permitted to modify its bid.

11. Time Schedule

- a) The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.
- b) The Owner's (i.e SMPK) requirements of Completion Schedule for the Works are mentioned in the accompanying General Conditions of Contract (Section GCC of the Bid Document). The Completion Schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the Bids.
- c) The Owner reserves the right to request for a change in the Work Schedule during Pre-Award discussions with Successful Bidder.
- d) The Successful Bidder will be required to prepare detailed PERT Network (not Bar Chart) and finalize the same with SMPK as per the requirement.

12. Contract Quality Assurance

- a) The Bidder shall include in his proposal the Quality Assurance Program containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Works during various phases as detailed in relevant Clause of the General Technical Conditions.
- b) At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.

SUBMISSION OF BIDS

29. Modification and Withdrawal of Bids

- a) The Bids shall be submitted in electronic form. The Techno-Commercial Bid consists of the Technical Bid and the Price Bid.
- b) A prospective Bidder, who wishes to participate in the Bid shall submit Techno- Commercial Bids, which must include the Bid Security.
- c) Bidder shall enter the prices and other details in the Price Bids and Techno-Commercial sheets and upload them in CPP Portal on or before the time and date indicated in the bid document. Further, no modification or withdrawal of Bid shall be allowed after the deadline.

30. Dead line for Submission of Bids:

- a) Bid shall be uploaded to the e-Procurement portal on or before the last date and time for submission of Bids indicated in Notification.
- b) SMPK, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

31. Late Bids:

Any Bid uploaded by Bidder after the Time and Date fixed or extended for submission of Bids prescribed by SMPK, will be rejected and not considered for evaluation.

BID OPENING AND EVALUATION

32. Opening of Bids & Checks

- a) Opening of bids will be carried out as per the schedule notified in the E-procurement portal or at a subsequent date as may be informed to the qualified bidders.
- b) SMPK will examine the Bids to determine whether the Bidder satisfies all the eligibility criteria and/or whether required sureties have been furnished, and/or whether the documents have been properly signed and whether the Bids are generally in order.
- c) The bids shall be examined to determine whether:
 - i. They are complete.
 - ii. The Bidder satisfies the eligibility criteria.
 - iii. The required sureties/EMD etc. have been furnished.
 - iv. The documents have been properly signed.
 - v. The bids are generally in order.

33. Evaluation of the Tenders

- a) The Successful Bidder would be selected through a competitive bidding process based on the essential minimum qualifying and price bids.
- b) In the e-Procurement portal, the Bidder will have to bid a "Rs. X per kWh" that will be shared with SMPK. Here 'X' is the highest offer of the Bidder and shall not be less than 'Rs. 1.00'.
- c) The financial offer of the Bidder which is below Rs. 1.00/KWH will not be considered for evaluation and such bid shall be rejected.
- d) The quoted amount shall be exclusive of all applicable taxes.
- e) In case of tie (same rate quoted by two or more Bidders), fresh quotes will be obtained from those bidders to assess H-1 bidder.

34. Contacting the NIT Issuing Authority (SMPK)

- a) Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the SMPK and/or its employees/representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all

the Bidders, as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

b) No Bidder shall contact SMPK on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.

c) Any effort by a Bidder to influence SMPK in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

AWARD OF CONTRACT

35. Award Criteria

a) SMPK will award the Contract to the Successful Bidder whose bid has been determined to be responsive and has been determined as the successful bid with highest price, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. SMPK shall be the sole judge in this regard.

Note: The Successful Bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, insurance etc., incurred until delivery of the contracted goods to the site. In respect of carrying out works, the Successful Bidder shall pay all types of fees, levies, taxes, duties, insurance etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or maybe affected in anyway of the works. The Successful Bidder shall in compliance with the above keep SMPK indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or by law. Nothing in the contract shall relieve the Successful Bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

b) Notwithstanding the above, if it is found that the performance vis-a-vis works awarded to the Bidder by SMPK is either behind schedule or not satisfactory, SMPK will be at liberty to disqualify the Bidder and terminate the award.

36. Right to Accept Any Bid and To Reject Any or All Bids

SMPK reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

37. AWARD OF CONTRACT (AOC)

a) Upon finalization of the evaluation process, SMPK will issue work order to the Successful Bidder the work order shall constitute the formation of the Contract. Contract Agreement shall have to execute as per format given in this document. The signing of the Contract must be carried out within a period of 30 working days from the date of issuance of the work order. Failure to comply within the stipulated timeline may result in the forfeiture of the award and invocation of appropriate penal provisions as deemed fit by SMPK.

b) Upon the Successful Bidder's Award of Contract, SMPK will discharge their EMD of un-successful bidder.

38. Signing of Contract

a) The AOC is issued and its acknowledgement is received, it shall be ensured by the Bidder that formal Contract Agreement, appending therewith all the documents forming part of the Contract, is signed between SMPK and the successful tenderer (i.e. the Contractor) within 30 days from date of receipt of AOC as per Annexure-D in the Bidding Documents in a non-judicial stamp paper costing not less the Rs. 60/-

b) At the same time, as the Owner notifies the Successful Bidder that their bid has been accepted, the Owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

39. Pre-Commissioning Checklist:

a) A Pre-Commissioning Compliance Checklist (PCCC) must be submitted at least 15 days before the proposed commissioning date, covering:

- i) Electrical safety compliance.
- ii) Branding and signage.
- iii) Integration with SMPK system for validating payments (if applicable).
- iv) Test run reports.

b) Commissioning will not be accepted without this checklist to ensure the readiness and standardization before go-live.

40. Contract Performance Guarantee

a) The Successful Bidder shall have to deposit performance security of Rs.44,72,571/- per location for the performance of the contract in the form of BG from a Scheduled Bank (**Annexure E**). The guarantee shall be valid up to a period of 90 days after the expiry of overall engagement period (10 Years). The Performance Guarantee shall be submitted within 30 days or before signing of contract agreement whichever is earlier from the date of issuance of AoC. It is refundable without interest in as per relevant AOC clause of bid document.

b) The performance security amount in whole or any part thereof is liable for forfeiture in case of un-satisfactory execution as defined in the Service Level Agreements (SLA).

c) The security amount will be released after fulfilment of the conditions as per bid documents.

d) If the Bidder is found to default on any of the conditions of this tender document, except for reasons outside the control of the Bidder, then SMPK is at liberty and shall forfeit the performance security.

e) The Performance Guarantee shall cover additionally the following guarantees:

- The Successful Bidder guarantees the successful and satisfactory operation of the EV Charging Stations, as per the specifications and documents.

f) The Contract Performance Guarantee is intended to secure the performance of the entire Contract.

g) The Performance Guarantee will be returned to the Contractor without any interest at the end of engagement period, unless otherwise specified in the Contract.

Under no circumstances, exemption from performance security deposit is permitted.

41. Forfeiture Conditions of Contract Performance Guarantee:

a) The Performance Guarantee shall be liable for forfeiture, either in part or in full, under the following circumstances:

- **Non-commencement of Work:** If the Successful Bidder fails to commence any development activities within 45 days of site handover without valid justification.
- **Furnishing of false information:** If in the event of information furnished by Bidder is found to be false during the execution stage, then SMPK at its liberty may take action to cancel the works awarded besides forfeiting the performance Bank Guarantee executed against the contract and may blacklist the firm and recover the losses and levy liquidated damages.
- **Non-submission of Progress Reports:** If the Bidder fails to submit monthly progress reports during construction phase for two consecutive months despite reminders.
- **Non-compliance with SLA:** If the Bidder fails to meet the minimum uptime requirement (90%) for three consecutive months.

b) **Failure to Respond:** If the Bidder fails to respond to three consecutive written communications from SMPK within a 5-day period without valid reason.

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GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)

INTRODUCTION

a) Definition of Terms

- **'Contract'** means the agreement entered between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- **'Owner'** shall mean Syama Prasad Mookerjee Port, Kolkata, (SMPK) and shall include its legal representatives, successors and assigns.
- **'Contractor'** or **'Manufacturer'** or **'Selected Bidder'** or **'Bidder'** or **'Successful Bidder'** or **'Successful Tenderer'** shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such Successful Bidder's legal representatives, successors and permitted assigns.
- **'Works'** shall mean and include all the activities to be carried out as per the detailed scope of the work.
- **'Engineer'** shall mean the Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, (SMPK) or his authorized representative to act as Engineer from time to time for the purpose of the Contract.
- **'Consulting Engineer'/'Consultant'** shall mean any firm or person duly appointed as such from time to time by the Owner.
- The terms **'Equipment'**, **'Stores'** and **'Materials'** shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- **'Specifications'** shall mean the Specifications and Bidding Document forming part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- The term **'Contract Price'** shall mean the price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, or its amendments, if any, for the entire scope of the works.
- **'Inspector'** shall mean the Owner, or any person nominated by the Owner from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- **'Site'** shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected.
- **'Notice of Award of Contract'** shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- **'Date of Contract'** shall mean the date on which Notice of Award of Contract has been issued.

- **‘Month’** shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- A **‘Week’** shall mean continuous period of seven (7) days.
- **‘Writing’** shall include any manuscript, type written or printed statement, with signature, emails and/or seal as the case may be.
- Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contract or before the work is taken over by the Owner.
- **‘Startup’** shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check-out of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut- down, inspection and adjustment prior to the trial operation period.
- **‘Performance and Guarantee Tests’** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- The term **‘Final Acceptance’/ ‘Taking Over’** shall mean the Owner’s written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- **‘Commercial Operation’** shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or absolve the Successful Bidder of any of his obligations under the Contract.
- **‘Guarantee Period’** shall mean the period during which the Successful Bidder shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- **‘Engineer in charge of Work’** shall mean the authorized representative of Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, (SMPK).
- **‘Plans’**, shall mean all:
 - Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.
 - Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
 - Drawings submitted by the Successful Bidder with his bid provided such drawings are acceptable to the Owner/Consultant
 - Plans submitted by the Successful Bidder for executing the works with his bid provided such plans are acceptable to the Owner/Consultant.

- Engineering data and drawings submitted by the Successful Bidder as per designs during the progress of the work provided such drawings are acceptable to the Engineer/Owner.
- Words imparting the singular only shall also include the plural and vice – versa where the context so requires.
- Words imparting '**Person**' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act 1930, failing that in the Indian Contract Act 1872 and failing that in the General Clauses Act 1897 including amendments thereof, if any.
- **Commissioning:** Under this contract shall mean charging the vehicle after Completion of Erection, Testing and Completion of Pre-Commissioning checks after necessary approvals from Electrical Inspectorate (if applicable).
 - In addition to the above the following definitions shall also apply:
 - 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - 'Constructed' shall also mean 'erected and installed'.
 - 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

42. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

43. Safety Requirement and Standards

a) The EV Charging Station under this Contract shall conform to the standards mentioned in the Guidelines i.r.o. Charging Infrastructure for Electric Vehicle (EV) issued vide Circular No. 12/2/2018-EV (com No.244347) dated 17th September 2024 and subsequent amendments by Ministry of Power, Govt. of India.

b) Safety requirements for Electric Vehicle Charging Station:

- Electric vehicle charging stations shall be provided with separate protection against the over load of input supply and output supply as per relevant standards
- Socket-outlet of supply of electric vehicle charging points shall be installed at least 800 millimeter above the finished ground level.
- A cord extension set or second supply lead shall not be used in addition to the supply lead for the connection of the electric vehicle to the charging point and shall not be used as a cord extension set.
- No adaptor shall be used to connect a vehicle connector to a vehicle inlet.
- The distance between the charging point and the connection on the electric vehicle shall not be more than five meter during charging.
- The portable socket outlets shall not be permitted for electric vehicle charging.

- The lightning protection system shall be provided for the electric vehicle charging stations as per relevant standards.
- The electric vehicle charging station shall be equipped with a protective device against the uncontrolled reverse power flow from electric vehicle to the charging point.
- One second after disconnecting the electric vehicle from the supply mains, the voltage between accessible conductive parts or any accessible conductive part and earth shall be less than or equal to 42.4 V_{peak}(30 V_{rms}), or 60 V DC, and the stored energy available shall be less than 20 J provided that, if the voltage is greater than 42.4 V_{peak} (30 V_{rms}) or 60 V DC, or the energy is 20 J or more, a warning label shall be attached in a conspicuous position on the charging stations
- A vehicle connector used for direct current charging shall be locked on the vehicle inlet if the voltage is higher than 60 V DC and in case of charging system malfunction, a means for safe disconnection shall be provided.
- The electric vehicle charging point shall disconnect supply of electricity to prevent overvoltage at the battery, if the output voltage exceeds maximum voltage limit permissible for the vehicle.
- The electric vehicle charging points shall not energize the charging cable when the vehicle connector is in unlock position.
- The electric vehicle connector shall not unlock if the voltage between the vehicle connector and the earth is more than 60 V.
- Safety clearance between the oil or gas dispenser and electric vehicle charging point shall be as per the order issued by the Authority.
- Only four core cable shall be used for charging points which require three phase power supply
- Underground cables shall not cross the underground oil tank or oil pipeline.
- Underground cables through the charging area or vehicles passage shall be avoided and if provided shall be at a minimum depth of one meter from the finished ground surface
- Charging points should be protected against mechanical damage by vehicle. They should be installed above ground level and be protected by Krebs, bollards or metal barriers. Charging points should also be protected against the ingress of water and foreign objects.

c) Earth protection system for the charging station:

- Each electric vehicle charging points shall be supplied individually by a dedicated sub-circuit protected by an overcurrent protective device complying with the relevant standards and the overcurrent protective device shall be part of a switchboard.
- Co-ordination of all protective devices in the charging stations shall be ensured
- All electric vehicle charging stations shall be provided with an earth continuity monitoring system that disconnects the supply in the event of the earthing connection to the vehicle becomes ineffective.
- The charging lead shall be fitted with an earth-connected metal shielding and the cable insulation shall be wear resistant and maintain flexibility over the operating temperature range.
- A protective earth conductor shall be provided to establish an equipotential connection between the earth terminals of the supply and the conductive parts of the vehicle which shall be as per the relevant standards.

d) Prevention of fire for electric vehicle charging station:

The enclosure of electric vehicle supply equipment shall be made of fire- retardant material with self-extinguishing property and free from halogen. The fire detection, alarm and control system shall be provided as per relevant standards.

e) Testing of charging station:

- The successful tenderer of the charging station shall ensure that the tests as specified in the manufacturer's instructions for the RCDs and the charging station have been carried out.
- Electric vehicle Supply Equipment (EVSE) shall be type tested by an agency/lab accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) or any other regulatory authority to this purpose from time to time.

f) Maintenance of records:

- The owner of the charging station shall keep records of design, construction and labelling to be compatible with a supply of standard voltage at a nominal frequency of 50 Hz of the charging station.
- The owner of the charging station shall keep records of the relevant test certificates as indicated in these regulations and as per the relevant standards.
- The owner of the charging station shall keep records of the results of every inspection, testing and periodic assessment and details of any issues observed during the assessment and any actions required to be taken in relation to those issues.

- The owner of the charging station shall retain copy of all records, as specified in sub-regulation (1), (2) and (3) of above, either in hard form or in electronic form, for at least seven years and shall provide a copy of the records to the officials during the inspection.

44. Language and Measures

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

45. Contract Documents

a) The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

- Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under this RFP/NIT.
- Successful Bidder's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Successful Bidder and the Owner/Consultant prior to the Award of Contract except to the extent of repugnancy.
- All the materials, literature, data and information of any sort given by the Successful Bidder along with his bid, subject to the approval of the Owner/Consultant.
- Letter of Award and any agreed variations of the conditions of the documents, if any.

b) In the event of any conflict between the above-mentioned documents, the matter shall be referred to the Chief Mechanical Engineer, SMPK whose decision shall be considered as final and binding upon the parties.

c) All the relevant Information furnished by the Successful Bidder such as Specifications of Material/ Equipment, Design, Literature, Drawings, or any other Data during the course of Contract will become the Property of the Owner and Owner will have full rights to use the same elsewhere. After expiry of contract period, equipment(s)/chargers will be dismantled and taken back to their custody.

46. Use of Contract Documents and Information

a) The Successful Bidder shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Successful Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performance.

b) The Successful Bidder shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

c) The Successful Bidder shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality, or other information, concerning the works unless prior written permission has been obtained from the Owner.

d) Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Successful Bidder's performance under the Contract if so required by the Owner.

47. Construction of the Contract

a) Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a single contract for installing, commissioning and operating EV Charging Stations as detailed in the Scope of Work.

b) The Contract shall in all respects be construed and governed according to Indian Laws.

48. Amendment

No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and assigned by a duly authorized representative of each party hereto.

49. Jurisdiction of the Contract

The laws applicable to the Contract shall be the laws in force in India. The Courts in Kolkata, West Bengal shall have exclusive jurisdiction in all matters arising under this Contract.

50. Manner of Execution of the Contract

a) The Successful Bidder shall be required to execute the Contract Agreement in accordance with the procedure and timeline specified under the relevant document of bid.

b) The Successful Bidder shall have to deposit performance security for the performance of the contract in the form of BG from a Scheduled Bank/Demand. The Performance guarantee shall be submitted within Thirty days (30 days) or before signing of contract agreement whichever is earlier from the date of issuance of AOC as per format. With validity of 10 years plus at least three months claim period. The Successful Bidders are required to submit a detailed PERT Chart within 45 days from the date of issuance of AOC.

c) The Letter of Award (LoA) shall be issued thereafter subject to compliance as mentioned above.

d) After submission of the Performance Security, the Successful Bidder shall enter into a Contract Agreement with SMPK within 30 days from the date of issuance of the AOC.

e) The Successful Bidder shall be provided with one signed original one and the other two will be retained by the SMPK AOC.

If no physical progress is observed at a site for 45 consecutive day's post-AOC and no written justification is submitted for delay, SMPK reserves the right to:

- Forfeit the performance guarantee for that site.
- Reallocate the site to another Bidder without further notice.

The purpose of this procedure is to discourage the passive holding of awarded sites.

51. Mandatory Mobilization:

The Successful Bidder must mobilize resources (personnel, equipment, and materials) and submit a detailed mobilization plan within 45 days of AOC issuance. Failure to do so may lead to contract termination. This clause is meant for preventing Successful Bidder from delaying initial site activities.

52. Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contractor any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

53. Completion of the Contract

Unless otherwise terminated under the provisions of any other relevant clause, the contractual (Engagement) period from date of AOC of contract award shall be 10 years (execution period is included within engagement period).

GUARANTEES&LIABILITIES

54. Time-The Essence of the Contract

a) The timelines for Commissioning of Electric Vehicle Charging Stations (EVCS) as detailed in the Scope of Work and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Successful Bidder shall so organize his resources and perform his work as to complete the work in stipulated timelines.

b)The Successful Bidder shall submit a detailed PERT Network Chart, within the time frame agreed, consisting of adequate number of activities covering various key

Phases of the Work such as Design, Procurement, Manufacturing, Shipment, Receiving of the Owner Supplied Equipment (if any), and Field Erection activities within 45 days of the date of AOC. This Network shall also indicate the Interface Facilities to be provided by the Owner and the dates by which such facilities are needed. The Successful Bidder shall discuss the Network so submitted with the Owner and the agreed Network shall form part of the Contract Documents. During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained; Suitable changes shall be made in the Successful Bidder's Operations to ensure proper progress without any Cost implication to the Owner. The Interface Facilities to be provided by the Owner in accordance with the agreed Networks shall also be viewed while reviewing the progress of the Contract. The PERT Network should be reviewed, updated, once every Month and submitted to Engineer for approval.

- c) Based on the above-agreed Network Chart, weekly reports shall be submitted by the Successful Bidder as directed by the Engineer.
- d) Subsequent to the finalization of the Network, the Successful Bidder shall make available to the Engineer a detailed delivery schedule of equipment, in line with the agreed Contract Network. Such schedule shall be reviewed, updated and submitted to the Engineer once every two weeks thereafter.
- e) The Successful Bidder shall submit estimated Completion schedule of EVCS(s) to Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata, 8, Garden Reach Road, Kolkata-700043 within 45 days from the AOC.
- f) The Successful Bidder shall complete the work of Commissioning of EVCS as detailed in the Scope of Work within 18 months of the date of Placement of NoA. The Zero date of the project will commence from the date of AOC. However consequent to delay in execution of works attributable to the Owner, the Successful Bidder shall not be held responsible for the same.
- g) The reporting/verifying/approving authority may suggest changes in the proposed plans which shall be incorporated by the Successful Bidder.
- h) The Successful Bidder shall also submit monthly compliance reports with details of number of EVSEs provided at site.
- i) The Successful Bidder shall submit the progress reports for number of EVSE installed and commissioned on weekly basis.
- j) The formats for reporting compliance of EVSE installed and commissioned shall be as decided by Chief Mechanical Engineer, Syama Prasad Mookerjee Port, Kolkata or his representative.

55. Installation

a) Contractor's Supervision:

The Successful Bidder shall give or provide all necessary supervision during the installation of the facilities, and the site supervisor shall be constantly on the site to provide full-time supervision of the installation. The Successful Bidder shall provide only personnel who are skilled and experienced in their respective field.

b) Labour:

- The Successful Bidder shall provide and employ on the site in the installation of the facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Successful Bidder is bound to abide by the Labour Laws enforced by Govt of India.
- Unless otherwise provided in the Contract, the Successful Bidder at its own expense shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- The Successful Bidder shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its subcontractors.
- The Successful Bidder shall, in all dealings with its labour and others connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

56. Site Regulations and Safety

a) The Employer and the Successful Bidder shall establish site regulations setting out the rules to be observed in the execution of the Contract at the site and shall comply therewith. The Successful Bidder shall prepare & submit to Employer, the proposed site regulations for Employer's approval, which approval shall not be unreasonably withheld.

b) Such site regulations shall include, but shall not be limited to, rules in respect of security, safety of the facilities, gate control, sanitation, medical care, and fire prevention.

57. Compliance with Labour Regulations

a) During continuance of the contract, the Successful Bidder and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the Central Government. The employees of the Successful Bidder and the sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

b) The Successful Bidder shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of

the provisions of any Act or rules made there under, regulations or notifications including amendments.

c) If the Owner is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Successful Bidder, the Owner shall have the right to deduct any money due to the Successful Bidder under this contract or any other contract with the Owner including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Successful Bidder any sum required or estimated to be required from a king good the loss or damage suffered by the Owner. Notwithstanding the above, the Contractor shall furnish to the Owner the details/documents evidencing the Successful Bidder's compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by the Owner. In particular the Successful Bidder shall submit quarterly certificate regarding compliance in respect of provisions of Employees Provident Fund and Misc. Provisions Act 1952 to the Owner.

58. Site Clearance

a) Site Clearance in Course of Performance:

In the course of carrying out the Contract, the Successful Bidder shall keep the site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the site, and remove any Successful Bidder's Equipment no longer required for execution of the Contract.

b) Clearance of Site after Completion

After completion of all parts of the facilities, the Successful Bidder shall clear away and remove all wreckage, rubbish and debris of any kind from the site, and shall leave the site and facilities clean and safe.

c) Watching and Lighting

The Successful Bidder shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the facilities, or for the safety of the Owners and occupiers of adjacent property and for the safety of the public.

59. Effectiveness of the Contract

The Contract shall be considered as having come into force from the date of the Notification of Award unless otherwise provided in the Notification of Award.

60. Taxes, Permits & Licences

a) The Successful Bidder shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Successful Bidder in pursuance of the

Contract. In addition, the Successful Bidder shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

b) No claim for any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the Owner during the extended period of contract, if any, if extension of the Contract is required due to the causes attributable to the Contractor.

c) The Owner will deduct taxes applicable at source as per applicable law from the proceeds payable to the Successful Bidder.

61. Patent Rights and Royalties

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Successful Bidder shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Successful Bidder shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Successful Bidder shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the Successful Bidder who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Successful Bidder and specified under these specifications. Final payment to the Successful Bidder by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Successful Bidder, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Successful Bidder shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

62. Defence of Suits

If any action before any court of law is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Successful Bidder to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Successful Bidder, his agents, representatives or his sub-contractors, or in connection with any claim based on lawful demands of sub-contractors, workmen, suppliers or employees, the Successful Bidder shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, indemnified harmless from all losses, damages, expenses or decrees arising of such action.

63. Limitation of Liabilities

a) The Successful Bidder shall be liable to SMPK for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder and its employees, including loss caused to SMPK on account of deficiency in Services or any other Deliverables on the part of Successful Bidder or its agents or any person / persons claiming through or under said System Integrator. However, such liability of Bidder under this Agreement shall not exceed 100% of the Total Value of the Performance Security.

b) Except as otherwise provided here in, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost savings, death, IP infringement) nor for any third-party claims, even if it has been advised of their possible existence.

c) This limitation of liability provided in this Clause shall not limit the Successful Bidder's liability for the indemnity obligations as agreed in this Agreement.

d) The final payment by the Owner by releasing the Contract performance Guarantee in pursuance of the Contract shall mean the release of the Successful Bidder from all his liabilities under the Contract. Such final payment shall be made only at the end of the contract period, and till such time as the Contractual liabilities and responsibilities of the Successful Bidder, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

64. Engineer's Decision

In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Successful Bidder, give in writing a decision thereon.

If, in the opinion of the Successful Bidder, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Successful Bidder may file with the Engineer, within fifteen (15) days after receipt to the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

65. Assignment of Contract

The details of EV Charging equipment vendors along with details of specification of equipment under consideration by the Successful Bidder for this Contract shall be furnished to the ordering authority for information prior to procurement. Copy of purchase order shall be provided by the contractor to the ordering authority. Such information shall not relieve the Successful Bidder of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written information to the ordering authority, shall be void.

66. No Waiver of Rights

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

67. Progress Reports and Photographs

During the various stages of the work in pursuance of the Contract, the Successful Bidder shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer and detailed in the Scope of Work with photographs etc. or as may be required by the Engineer.

68. Payments

a) The revenue sharing shall be done between SMPK and the Successful Bidder. As per the provisions of agreement all the disputes regarding land related matters shall be resolved mutually between SMPK and the Successful Bidder.

b) The payment shall be made by Successful Bidder to SMPK through revenue sharing of SMPK's part based on the energy consumption (kWh) of energy metering being installed for EV Charging Station.

c) The CMS dashboard (as applicable) access shall be provided to SMPK for verifying the monthly revenue out of the charging.

d) Action against any non-payment of dues by the Successful Bidder to SMPK, shall include but is not limited to encasing the performance security submitted by the concessionaire.

e) Currency of Payment: All payments under the Contract shall be in Indian National Rupees only.

69. Penalty for Delay in Execution/Non-Execution of the Work

For delay in not taking up the works as planned and not completing the erection of the EVSE, a penalty as per SLA in Section-IV, Special Conditions of Contract will be levied against the works of those EV Charging Stations.

70. Deductions from Contract Price

All costs, damages, or expenses which the Owner may have paid, for which under the Contract the Successful Bidder is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Successful Bidder to properly identify such claims. Such claims shall be paid by the Successful Bidder within thirty (30) days of the receipt of the corresponding bills and if not paid by the Successful Bidder within the said period, the Owner may then deduct the

amount, from performance security or may be recovered by application of Law or otherwise.

RISK DISTRIBUTION

71. Insurance

a) The Successful Bidder at his cost shall arrange, secure, and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, Irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be of Successful Bidder alone. The Successful Bidder's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

b) Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Successful Bidder. The Successful Bidder shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Successful Bidder of the above responsibilities during the period of Contract. The Successful Bidder shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner (within 15 days) from the commissioning of such insurance coverage. The Successful Bidder shall also inform the Owner in writing at least sixty(60)days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

c) The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the cost of supply of materials, erection at site and inspectorate charges.

Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Successful Bidder shall be liable to make good the full/rectification value of all equipment/materials and to ensure their availability as per project requirements.

d) All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

72. Liability for Accidents and Damages

Under the Contract, the Successful Bidder shall be responsible for loss or accidents which might arise owing to non-observation of safety requirements or else wise by its staff during erection of the EVSEs and associated accessories. Also, the Successful Bidder shall be responsible for loss or damage to the plant until successful completion of commissioning as defined elsewhere in the Bid document.

73. Demurrage, Wharfage, Etc.

All demurrage, wharfage, and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Successful Bidder.

74. First Aid

To deal with emergency/accidental eventualities at works site, the Successful Bidder shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

75. Force Majeure

a) Force Majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the Owner as the case may be, which they could not foresee or despite reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

b) The Successful Bidder or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

c) The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Successful Bidder's performance of obligation has been delayed due to other causes.

76. Contractor's Default/Liquidated Damages

a) If it is found that the performance vis-a-vis works awarded to the Successful Bidder by SMPK is either behind schedule or not satisfactory, SMPK will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

b) Notwithstanding the above, in case of any delay in the execution of the order beyond the stipulated date including any extension permitted in writing, SMPK reserves right to recover from the Successful Bidder a penalty at the rate of INR5,000 for every week's delay or any part thereof, subjected to a maximum of INR 50,000/-. The amount of penalty can be recovered from any amount including performance security.

77. Termination of Contract

a) SMPK can terminate the contract in case of insufficient performance security/ non-compliance of Service Level Agreement. If such case arises, 30 days prior notice shall be issued before termination of the contract.

b) The Owner/ Agency/ Bidder may apply for terminating the contract by serving 3(three) months' notice in writing after 02(two) years from the date of commercial operation of the site and in such event of termination of contract the performance security shall be refunded to the Bidder. If the Agency request for discontinuation of the contract before 02(two) years from the date of commercial operation of site/ handover of site and contract is terminated, then Performance security shall not be refunded.

c) Pursuant to clause above, Successful Bidder shall hand over the installed in transformer to SMPK as per asset list. The performance bank guarantee may be withheld till the same is reinstated as per the discretion of SMPK.

d) The activities pursuant to the Exit Management will be completed within 30 days from the date of issue of notice. However, Parties may mutually increase or decrease the execution period based on real time requirements.

RESOLUTION OF DISPUTES

78. Settlement of Disputes:

(a) **Amicable settlement** : If any dispute or difference or claims of any kind arises between the Contractor and SMPK in connection with interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the contract, or the rights, duties or liabilities of the parties under the contract, then the parties shall meet together promptly at the requests of any party in an effort to resolve such dispute, difference or claim by discussions between them.

(b) **Arbitration:** In addition to what has been stated in this tender document on this issue, the following may be noted by the tenderers:

(i) **Arbitrators:** Failing amicable settlement, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any amendments thereof. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by the two arbitrators appointed by the parties. A party requiring arbitration shall appoint an Arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its Arbitrator and inform the party initiating such arbitration within 60 days. If the other party fails to appoint its Arbitrator, the party (initiating such arbitration) appointing Arbitrator shall take step in accordance with Arbitration and Conciliation Act,

1996, as amended by the Arbitration and Conciliation(Amendment) Act, 2015 and any amendments thereof.

(ii) **Place of Arbitration:** The place/jurisdiction of arbitration shall be in Kolkata, West Bengal, India.

SMP, Kolkata

79. Special Conditions of Contract (SCC)

Background

a) The "Harit Sagar-Green Port Guidelines" issued by the Ministry of Ports, Shipping and Waterways (MoPSW) in May 2023, which lays down the vision to achieve 50% electrification of port equipment and vehicles by 2030. IPA (Indian Ports Association) has been actively working to create an enabling environment for deployment on E-trucks.

Because of the vast infrastructure needed to charge electric vehicles (EVs), utilities hold the keys for accelerating their deployment. By accelerating EV deployment, utilities can increase energy demand and revenue growth. Charging infrastructure will play a pivotal role on EV deployment and the absence of a proactive plan and schedule, is a major impediment to mass market adoption. Infrastructure limitations are particularly pertinent to EVs due to their sole dependency on electricity. The charging infrastructure includes all of the hardware and software that ensures energy is transferred from the electric grid to the vehicle. Charging locations combined with an acceptable charging time strategy encourages better use of Electric Vehicles by general public in our country.

b) SMPK is seeking proposals from interested agencies for "Design, Supply, Installation, Operation and Management of Electric Vehicle Charging Station at "SMPK's proposed sites".

80. Definitions

a) Bidder: Entity which is eligible to bid for the concessional locations in this tender as per the eligibility criteria laid down under this bid document.

b) Concessionaire: Entity which has won the bid for operating and maintaining PCS for the concessional locations under this NIT for the engagement period.

c) Electric Vehicle Supply Equipment (EVSE): Element in EV charging infrastructure that supplies electric energy for recharging the battery of electric vehicles.

d) Public Charging Stations (PCS): Consists of EVSE, associated electrical infrastructure, space for parking (with clearance), ingress/egress for vehicles and has open (unrestricted) access for the public. Additionally, PCS must not have any usage restriction for any EV user. For instance, PCS usage cannot be restricted by providing services only on a subscription basis.

e) Battery Swapping Facility (BSF): A station where a discharged or partially charged battery of an EV can be swapped for a fully charged battery.

f) Slow Charger/Moderate/Fast Charger: For the purpose of this tender, fast charger as defined in the revised consolidated Guidelines and Stands issued dated 17th September 2024 or subsequent updates, has been considered.

g) Downtime: It refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT service (server-side error) or both. In this context, the downtime due to disruption in power supply from the DIScom will not be accounted for penalty. Therefore, here "Downtime" is accounted due to disruption in power form connection end or IT service or faulty equipment. Downtime is measured based on server-side error rate.

h) Monthly Uptime Percentage: It means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

i) Electricity Tariff: It refers to the cost of energy charges including tariff associated charges viz. regulatory surcharges, electricity duty, fuel adjustment charges, meter rent etc. as charged by SMPK. The Concessionaire can pass through the Electricity Tariff to the EV users of PCS as is.

j) Operationalization: It means that EV users have unrestricted access to the charging station and are able to charge their vehicles.

k) Operating Time: It means the period during which charging can be carried out at a charging station (by default this is possible 24/7).

l) Service Charges: The total per unit rate the end user pays to the Charge Point Operator. This includes electricity portion plus service charges excluding applicable taxes. The bill invoice to the consumer must include all cost components such as Electricity Portion, Service Charges, Discounts, Penalties, Taxes etc. subject to the ceiling limit as specified by the Government from time to time (as specified in Notice vide no. 12/2/2018-EV (Comp No. 241852) by Ministry of Power, Government of India or latest announcement if any)

81. Scope of Work

a) Design, Supply, Installation, Operation & Management of Electric Vehicle Charging Stations on Revenue Sharing Basis at the land parcel near Subhas Bhavan beside ITC Cigarette factory (on Circular Garden Reach Road), on 'Built own, operate & transfer' basis on behalf of Syama Prasad Mookerjee Port Authority, Kolkata for a Project Period of 10 years.

b) Necessary physical verification of site & technical feasibility study shall be done by the applicant before submission of the bid.

c) EV Chargers shall support e-car, e-bus, e-truck.

- d) The successful bidder shall develop 2 nos dual gun 240 KW and 8 nos dual gun 120 KW DC fast charger at site.
- e) The selected Bidder shall:
- Plan, Design, Develop, Invest, Operate and Maintain the inter operable Electric Vehicle Chargers along with its associated infrastructure for 4-wheeler and manage the business.
 - Pay necessary cost for effecting service connection from DISCOM to the charging station's site. Necessary electrical infrastructure for the said station shall be developed by the successful bidder.
 - Apply for an electrical connection preferably within 45 days of the signing of the contract agreement to DISCOM. SMPK shall issue No Objection Certificate as required.
 - Pay the Monthly Electricity bill of the EV Charging set up timely as per applicable tariff of DISCOM for electric vehicle charging station.
 - Development of necessary network it infrastructure for sharing of real time information pertaining to public charging station with SMPK.
 - Utilize the space only for the purpose of Public Charging stations and/or Battery Swapping systems of EVs. No other activities will be allowed at the locations.
 - CCTV surveillance system to cover the entire charging station area with 90 days backup.
 - Arrange area illumination as per requirement.
 - Bear the cost associated with civil works for public charging station/Battery swapping systems of EVs (e.g.- cost related to demarcation of the space /land, separate entry/exit and other allied works including land development and approach road as per requirement of site).
- f) Agency/Bidder may install more numbers of chargers based on space availability and demand in addition to above minimum requirement. Further suitable numbers of battery swapping facility/kiosk if possible can be installed which is also an option based on the demand/requirement.
- g) The safety and security of the vehicles that are utilizing the charging facility will be the responsibility of the Operator.
- h) The charging infrastructure should be operationalized with minimum mandate as defined above within 18 months from date of issuance of AoC.
Prior to go live of system an asset list is to be prepared and counter signed by SMPK and successful bidder. Any alternation of asset by the successful bidder is to be notified to SMPK of updating the list.
- i) The Bidder may, at their discretion, can to use of green power as a supplementary source of electricity for the Public Charging Station to be set up at the allotted space

for EV Charging Station under the Scope of Work. The necessary net metering/ billing facility can be availed as per norms of DISCOM.

82. Engagement Period

The contract agreement will be valid for a period of 10 years from the date of issuance of AOC. Upon the end of the engagement period, all the equipment/Chargers should be handed over to SMPK as per asset list.

83. About Locations

a) Location for setting Public Charging Stations (PCS) will be allotted on free of cost basis for an engagement Period of 10 years with clearly demarcated service level agreements (SLA).

b) All costs associated with the installation of electrical infrastructure including installation of Sub-Station at site for accommodating 2 nos 240 KW dual gun fast DC charger and 8 nos 120 KW dual gun fast DC charger including electric connection form DISCOM shall be borne and developed by the successful bidder. The successful bidder have rights to install infrastructure for EV charging station only after executing agreement with SMPK.

c) The costs associated with civil works at site (e.g.- cost related to demarcation of the space/land, separate entry/exit and other allied works including land development and approach road as per requirement of site, boundary, sub-station civil infrastructure) shall be the responsibility of the Agency/Bidder.

84. Public Charging Stations–Mandates

a) Charging Station installed at site is termed as a Public Charging Station.

b) All the AC or DC chargers which meet the standards defined as per Ministry of Power(MOP) Notification vide No12/2/2018-EVdated 17th September 2024 titled "*Charging infrastructure for Electric Vehicles- Revised Guide lines and Standards- reg'* and subsequent amendments thereof. Additionally, each PCS and / or BSF should adhere to all other standards/conditions defined in any part of this document.

c) Allowable maximum rate of service charges is as per the rates defined in the guideline of state of WB/ GoI or subsequent amendments from time to time.

d) The Agency/Bidder must submit an operationalization plan within 30 days from the date of agreement.

e) PCS should be made operational only after requisite clearances are obtained as per Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Amendment Regulations, 2019.

f) The Bidder shall make arrangements to adhere to the Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Amendment Regulations, 2019 and Central Electricity Authority (Cyber Security in Power Sector) Guidelines – 2021 and amendments from time to time.

g) The Agency/ Bidder/ CPO shall develop mobile app and share with SMPK to integrate the EVSEs as and when necessary. The CPOs have to provide all necessary data and support as required for integration of charger with mobile app.

85. Charging Station Functionalities

a) This section defines the features and functionalities that the charging stations shall follow for convenience of the EV Users. The Concessionaire must ensure the following:

User functionalities:

Charging station must support at least the following functionalities for EV users:

- Location of charging station (Address of the charging station along with the GPS coordinates).
- Charging station operating hours.
- Type of charger and batteries (for swapping at the charging station).
- Availability of slots at charging station (Whether the EVSE is connected to an EV or not).
- Availability of charged battery at battery swapping facility if developed.
- Waiting time and option for booking a slot in case of congestion (Whether the charger is available or booked for particular slots).
- Cost to the consumer for all types of chargers in a location.
- Fare structure for swapping all types of batteries available at the BSF.
- Authentication methods available (at least 2 methods: app-based and RFID cards).
- Option to lodge a complaint for non-functioning charging station.
- Payment methods available.

b) The licensee should use an authorized IoS (Internet of Services), IT services to fulfil the requirements in the aforementioned point. The EV user must be able to access these services through a mobile application, including the ability to make payment through the mobile application.

Communication Requirements

c) Digital Communication between the EVSE and the EV: For DC charging, the digital communication as described in IEC 61851-24 / IS17017 must be provided to allow the EV to control the EV supply equipment.

d) Digital Communication between the EVSE and the Charger Management System: The communication between any charger and the charger management system of the Concessionaire must mandatorily use the communication protocol OCPP1.6 or higher version compatible with OCPP1.6 or IEC 61850-90-8/IS17017. The interface between the charger and Concessionaire must be reliable internet connectivity (Ethernet, 3G/4G).

Telecommunication network or telecommunication port of the EV supply equipment, connected to the telecommunication network, must comply with the requirements for connection to telecommunication networks according to 6 of IS 13252 (Part 1): 2010.

e) Digital Communication between the Charger Management System and the DISCOM: The Concessionaire must have provision for the data to be made available for the State Nodal Agency, DISCOM or an external Agency as and when notified by SMPK.

Data Sharing Requirements

g) The Concessionaire shall make provision that the following information would be made available to SMPK/ any authority as notified by SMPK on a regular basis as agreed upon:

- Peak hours of charging EVs
- Real-time power consumption from charging from each charge point (using smart meters)
- Session-Start & Stop for each charger (Timings & Duration)
- Instantaneous current flow to EV
- Instantaneous AC RMS supply voltage
- Instantaneous active power imported by EV (W or kW)
- Instantaneous power factor of total energy flow
- Charger ID
- Location (GPS coordinates)
- Emergency Stop (along with reasons), if any
- Frequency of any voltage fluctuation issue

86. Information to open database

The licensee must make provision that the following information would be made available to SMPK. The data standards for the data to be submitted are provided as follows (non-exhaustive).

- Station level data.
- Name of the charging station.
- Location (Latitude, Longitude).
- Operator name and contact details.
- URL.
- Modes of payment accepted.
- Maximum Number of Vehicles that can be charged simultaneously.
- Advance booking availability.
- Operating hours and days.
- Operating status operational or upcoming).
- Fare structure Price (INR per kWh or INT/main or combination of both) per battery swapped.
- Number of EVs charged of each category per day, number of batteries swapped per day and number of batteries available for swapping in a day.
- Charging unit level data.

- ID of the charging unit.
- Type of charging gun along with quantity of each and the capacity of each charging gun.
- Capacity of battery swapping facility number of batteries and charging capacity of each battery.
- Operating status-Connected or Available or Out of Service.
- Maintenance alerts.
- Usage statistics-timestamps of charging usage.
- Power consumption-Separately for coach charging point and battery swapping facility.
- Availability of slots for reservation.

87. Safety Norms

a) All PCS should be incorporated with suitable protection and monitoring devices for safe and reliable operation of charging stations All PCS must follow the following safety norms:

- Safety provisions for charging stations vide Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Amendment Regulations, 2019.
- Concessionaire shall keep the records to an extent that the PCS installation have been carried out and maintained in accordance with safety norms as per the relevant CEA Regulation & manufacturer's installation and maintenance instructions.
- Use the armoured type cable from the PCS to Electric Vehicle and maximum length shall be restricted to 5 metres.
- PCS should be installed so that any socket-outlet of supply is at least 800 mm above the finished ground level.
- Protection against the overload of the charging supply and incoming supply fittings must be provided.
- Shall be supplied from a sub-circuit protected by a voltage independent RCD providing personal protection that is compatible with a charging supply for EVs.
- Shall be supplied from a dedicated final sub circuit.

b) The Bidder must ensure that the licensed space for PCS must not be misused due to actions such as intentional /unintentional blocking of parking space by vehicles which are not being charged, utilization of space for other commercial purposes, displaying advertisements etc.

88. Billing and payment requirements

a) **Metering:** As per DISCOM.

b) **Service charges** - Allowable maximum rate of service charges for public EV charging is considered as per the rates defined in the guideline of state of WB/ GoI or subsequent amendments from time to time.

c) **Billing**-EV user must be provided with a bill stating the cost distribution in detail.

d) **Payment** - BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment.

89. Service Level Agreement (SLA)

a) The Agency/ Bidder must adhere to the following Service level agreements with respect to PCS.

b) The Agency/ Bidder must adhere to the following timeline towards commissioning of the EVSEs:

Sl.No.	Activities	Timeline in days
1	Award of contract (AOC)	D0
2	Submission of PBG by the Bidder	D0+30
3	Acceptance of LoA and Signing of Contract	D0+30
4	Handing over of the site	D0
5	Commissioning of EVSE	D0+545

*D0-Zero date

c) The SLAs and penalties against the SLAs are as follows:

Defined Parameter	Service Level Requirement	Validation Procedure	Penalty
Operationalization of the EVSEs: Bidder must ensure that EVSEs are supplied, installed & commissioned as per the scheduled timelines set out in the agreement at the designated place, as agreed.	Within (18) months from date of issuance of AoC.	Operationalize certificate issued by the authorized SMPK representative	Rs.2,23,629/- penalty for every one week's delay or any part thereof, subject to a maximum of Rs. 44,72,571/-.

<p>Replacement of faulty EVSE: The faulty EVSE shall be repaired and/or replaced by the successful Bidder within the defined duration.</p>	<p>The faulty EVSE shall be repaired and/or replaced within 15 days from the complaint.</p>	<p>Acknowledgement by the authorized SMPK Representative.</p>	<p>More than 15 days: Rs. 2,23,629/- penalty per site for every one week's delay or any part thereof, subject to a maximum of Rs. 44,72,571 /-.</p>
<p>Availability of Charging Equipment in working condition</p>	<p>Bidder must ensure that each of the EVSEs must be online for at least 90% of the time in a month. Note: Downtime due to power failure is excluded. Non-availability due to faulty equipment is excluded.</p>	<p>Through reports generated by the CMS.</p>	<p>If the SLA is violated for consecutive 2 months, following penalty will be levied: Rs.2,23,629/- penalty subject to a maximum of Rs. 44,72,571/-.</p>

d) The Concessionaire must ensure a Monthly Uptime Percentage of 90% on each individual chargers (excluding for power failure related downtime and scheduled downtime) which means that charging services should be operational and available to the EV users at least 90% of the time in any calendar month.

e) Concessionaires should display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the pricing information and contact details of its customer care service.

f) The Agency/ Bidder should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 7 working days from the date of cancellation application.

- g) Concessionaires should follow applicable regulations with regards to protection of any KYC or personal information collected during application.
- h) The Agency/Bidder will be solely responsible for ensuring the safety of the property and users at the PCS site. Proper monitoring of the PCS site must be ensured to prevent damage to the property.
- i) The Concessionaire will provide a monthly report to SMPK on the SLA. If the SLA violated for two consecutive months, then the Concessionaire will be penalized by SMPK. This penalty amount is subject to a maximum of INR 44,72,571/-, post which SMPK reserves the right to cancel the contract of the concessionaire for the entire package. SMPK, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.
- j) The Agency/ Bidder may apply for terminating the contract by serving 3(three) months' notice in writing after 02(two) years from the date of commercial operation of the site and in such event of termination of contract the performance security shall be refunded to the Bidder. If the Agency request for discontinuation of the contract before 02(two) years from the date of commercial operation of site/ handover of site and contract is terminated, then Performance security shall not be refunded however, the installed asset as per asset list will be taken over by SMPK.
- k) Pursuant to clause above, Concessionaire shall remove the Charging Units and other infrastructure (created by Concessionaire) at its own cost and reinstate the boundary wall, etc. The performance may be withheld till the same is reinstated as per the discretion of SMPK.

90. Electricity

- a) The Agency/ Bidder shall be responsible for all electricity costs of the PCS by obtaining separately metered electricity service. SMPK shall reasonably cooperate with contractor/Bidder efforts regarding the provision of electricity to the charging station. Neither SMPK nor Bidder has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the PCS, unless the cause of the interruption is covered by the party's indemnity.
- b) The Agency/Bidder must ensure that the following (rules and amendments thereto) are followed during the operation and maintenance of the PCS and battery swapping facility.
- c) The Electricity Act 2003-anyrules/amendments pertaining to EV charging stations and battery swapping stations.
- d) CEA (Measures relating to Safety & Electrical supply) Regulations 2023 and its subsequent amendments.

e) Ministry of Power (MoP) Notification vide No 12/2/2018-EV dated 17th September 2024 titled “Charging infrastructure for Electric Vehicles - Revised Guidelines and Standards – reg” and subsequent amendments thereof. In case of any conflict between any section of the aforementioned notification and any section of this tender document, the provisions of the section of this tender document shall prevail.

91. Force Majeure

This SLA does not apply to any services that expressly exclude this SLA as stated in the documentation for such services or any performance caused by Force Majeure.

92. Other requirements

a) The Agency/ Bidder shall remove and dispose of all excess construction material, waste material, unused fill or other debris left over from excavation or construction, and upon completion of work.

b) The Agency/ Bidder shall post installation, furnish a test certificate, reports for conforming with the standards, to concerned authorities of SMPK.

c) The charging station must be tested to ensure all on-site and communication connections are working to the specifications of the unit.

93. Branding Guidelines

a) Colour palette: Brand colours to be used for any communication at the Charging Station shall be approved by SMPK.

Logos and images

b) All collateral will have standardized elements such as the logo of EV Charging Station that shall be provided to SMPK for approval.

Materials to use and not to use - Recommended guidelines

c) Materials used throughout the construction of the charging station should reflect the eco- friendly nature of Electric Vehicles.

d) Luminescent paint should be used to facilitate better visibility.

e) Any stickers used should be reflective in nature.

Charging bays

h) A charging bay is a key area for charging the vehicle. At each charging bay, there are facilities for comfortable parking of the Electric Vehicle and a charging point to charge the EV. Charging bays may consist of fast chargers or slow chargers or battery swapping facilities.

i) Slow charger should be mounted on a pedestal of suitable height.

- j) On the panel of non-slow chargers too, the standardized logo of EV Charging Station must be displayed, as approved by the SMPK.
- k) For the charging bay floor area, the pavement will need to be coloured green as per the design approved by the SMPK.
- l) Vehicle stoppers shall be provided for preventing vehicle from crashing into the chargers.

Canopy

- m) Every Charging Point should be covered by a canopy to protect it from adverse weather conditions. The canopy design shall be standardized and design details of the same shall be shared to SMPK for approval.
- n) The canopy should be clearly signposted with the Charging point description and should include standardized elements.
- o) The canopy roof should be made of transparent polycarbonate sheets or glass and the supporting pillars of canopy will be made of Stainless steel.

Tower

- p) A prominent tower display must be installed at the entrance of the public charging stations akin to towers displayed at the entrance of fuel stations. The display should specify the configurations of chargers available at the charging station along with the charging rates.
- q) The tower should be about 20feet in height with white backlit background light.
- r) The tower design details and specifications shall be shared at the stage of the signing of the contract agreement with Concessionaire.

Entry Exit and Navigation Signage

- s) Entry/exit gates should have a welcome and thank you message respectively for customers along with the standardized elements.
- t) Entry point, exit point, and various charging points should be clearly and uniformly signposted throughout the charging station.

Operation of Charging Station

v) All the charging station preferably be operated in smart way. So necessary user-friendly system is to be developed by the Agency/ Bidder for collection via online gateway and charging the EV thereafter by the EV user itself.

Charging Station Signage/Banner

w) The charging station will have a signage/banner in a standard design as approved by the SMPK which can include the name of the Agency/Bidder. The banner will be prominently located at an area of high visibility near the entrance of the charging station.

.....

SMPK Kolkata

ANNEXURES

FORMAT OF AFFIDAVIT

On the Rupees Ten Non - Judicial Stamp Paper

BEFOR THE 1ST CLASS JUDICIAL MAGISTRATE AT-----

AFFIDAVIT

I ----- son of ----- aged about -----Years, by faith -----, by occupation -----, residing at-----
-----do hereby solemnly affirm and declare as follows:

1. That I am the proprietor/Partner of ----- having office at -----and carrying on business on the said name and style.

(In case the above Deponent is an enlisted Contractor at SMP, Kolkata, the same should be mentioned in affidavit.)

2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no valid E.S.I Registration.

3. THAT the present affidavit is to be files before the SMP, Kolkata as per the clause no ----- of Tender no-----issued by SMP, Kolkata in respect of the work (the name of the work is to be mentioned)

That the statements made above are all true to be the best of my knowledge and belief.

That in the event the declaration is found to be wrong and false, I will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948

DEPONENT

Identified by me

(FORMAT OF INDEMNITY BOND)

On the Rupees Fifty Non - Judicial Stamp Paper

INDEMNITY BOND

By THIS BOND I, Shri/Smt-----, son of Shri/Smt-----
-----Residing at ----- by occupation ----
-----the Partner/Proprietor/Director-----having office at ----- am a
tenderer under Mechanical Engineering Department, SMP, Kolkata(A statutory body under MPA
Act, 2021)

2. WHEREAS , the said SMP, Kolkata asked the every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Mechanical Engineering Department, SMP, Kolkata against all damages and accident to the Labourer Tenderer/contractor.
3. NOW THIS BOND OF INDEMNITY WITNESSTH THAT the Tenderer/contractor named herein above shall indemnify the SMP, Kolkata AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the SMP, Kolkata and which shall be legal and /or claimed by the SMP, Kolkata during the execution of the work stated in the NIT No----- of -----
4. AND the contractor hereunder agrees to indemnity and at all times keep indemnified the SMP, Kolkata and its administrator and representative.
5. And also all such possible claim or demand for damages and accidents. In the event the declaration is found to be wrong and false, the tenderer will be held responsible for all the consequences in respect of compliance of The Employees State Insurance Act, 1948.

In WITNESS WHEREOF I-----, the Partner/Proprietor/Director----- Hereto
setand seal this the----- Day of-----In the year----- at-----.

Sureties

Signature of the Indemnifier

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

3. Witness

Signature

Name:

Address:

SMP KOLKATA

Minimum Key Members to be deployed for design, supervision and execution of work:

Requirement of Technical Staff				
Designation	Number	Qualification	Minimum Experience in Years	Remarks
Site Engineer	01	Degree in Electrical Engineering	8	To be deployed by the contractor. Valid educational & experience certificate to be submitted.
Site Supervisor	01	Diploma in Electrical Engineering	10	To be deployed by the contractor. Valid educational & experience certificate along with Supervisory Certificate of Competency is to be submitted.
Safety Supervisor	01	Certificate in Occupational Health and Safety/Industrial Safety or a relevant field recognised by State Govt.	5	To be deployed by the contractor. Valid educational & experience certificate in a factory in production/maintenance/ safety department is to be submitted

Note:

1. Bidder needs to submit authorization letter for the aforesaid staff and supporting educational and experience document during techno-commercial bid. During execution, if the declared technical staff(s) are to be replaced with another staff, prior intimation has to be given to Engineer In-charge for due approval along with aforementioned supporting documents.
2. Additionally, the contractor needs to deploy other technical staff, labours etc. as required for smooth and timely completion of work.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
PROFORMA OF FORM OF AGREEMENT

THIS AGREEMENT made this.....day of.....20.... between the Board of Major Port Authority for Shyama Prasad Mookerjee Port, Kolkata, a body corporate constituted by the Major Port Authorities Act, 2021 (thereinafter called "Board" which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office) of the one part and.....(here in after called " the Contractor ", which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assignees or successors in office) of the other part.

WHEREAS the Board is desirous that certain works should be executed / constructed, viz.

.....and have accepted a Tender/Offer by the Contractor for the execution and maintenance of such work NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and 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.
 - (a) The said tender/offer and the acceptance of the tender/offer
 - (b) Instruction to Tenderers,
 - (c). Terms and Conditions of Tender,
 - (c) Special Conditions of Contract
 - (d) Scope of Work,
 - (e) General Conditions of Contract,
 - (f) Specifications
 - (g) Bill of quantities
 - (h) The Board's Schedule of Rates and Prices (if any).
 - (i) All correspondence 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 Board to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Board to execute and maintain the work in conformity in all respects with the provisions of the contract.

4. The Board hereby covenants to pay to the Contractor, in consideration of such execution and maintenance of the Work, the Contract Prices at the times and in the manner prescribed by the Contract.

IN WITNESS whereof of 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.

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 Board was hereunto affixed in the presence of:

Name.....

Address:

SMP, Kolkata

Draft Pro-forma of Bank Guarantee for Bid Security /Earnest Money Deposit

[To be submitted on Non-judicial Stamp Paper of worth not less than ₹ 50.00]

To

The Board of Major Port Authority,

for Syama Prasad Mookerjee Port, Kolkata (SMPK).

BANK GUARANTEE NO..... DATE.....

Name of Issuing Bank,.....

Name of Branch.....

Address.....

In consideration of the Board of Major Port Authority for Syama Prasad Mookerjee Port, Kolkata (SMPK), a body corporate - duly constituted under the Major Port Authorities Act, 2021 [Act 3. (1)], (hereinafter referred to as "The Board" or "SMPK"), having agreed to exempt Shri / Messrs....., a Proprietary/ Partnership/Limited / Registered Company, having its Registered Office at (hereinafter referred to as "The Bidder", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), from cash payment of Bid Security / Earnest Money Deposit in connection with Tender vide NIT No..... dated for "..... (name of the work as per tender document)", for the due fulfilment by the Bidder of all the terms & conditions contained in the Bidding Document of the said tender, on submission of a Bank Guarantee for ₹.....(Indian Rupees),

We,.....Bank, Branch, Kolkata /Haldia, do, on the advice of the Bidder, hereby undertake to indemnify and keep indemnified the Board to the extent of the said sum of ₹.....(Indian Rupees).

We,.....Bank,.....Branch, Kolkata

/Haldia, further agree that if a written demand is made by the Board through any of its officials for honouring the Bank Guarantee constituted by these presents, we,..... Bank 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 SMPK within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of " Syama Prasad Mookerjee Port, Kolkata ", without any demur. Even if there be any dispute between the Bidder and the Board, this 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,.....Bank,.....

Branch, Kolkata/Haldia, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid, shall constitute sufficient reason for SMPK to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the Bidder.

2. We,Bank,..... Branch, Kolkata /Haldia, further agree that a mere demand by SMPK at anytime and in the manner aforesaid, is sufficient for us,Bank,.....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 Bidder and no protest by the Bidder, made either directly or indirectly or through court, can be valid ground for us,Bank,..... Branch, Kolkata /Haldia, to decline or fail or neglect to make payment to SMPK in the manner and within the time aforesaid

3. We,... .. Bank,.. .. 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 finalisation of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured / fulfilled by the Bidder and accordingly, the Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive of day of202.... and subject all so that the provision that the Board shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar months from the expiry of the aforesaid validity period upto.....or any extension thereof made by us,Bank, 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 SMPK, only on a written request by SMPK to the Bidder for such extension of validity of this Bank Guarantee.

4. We, Bank,.. ..Branch, Kolkata...../Haldia, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Board shall have the fullest liberty to vary from time to time any of the terms and conditions of the said Tender or to extend the time for full performance of the said Tender including fulfilling all obligations under the said Tender by the Bidder or to postpone for any time or from time to time any of the powers exercisable by the Board against the Bidder and to forebear or enforce any of terms and conditions relating to the said Tender and we,.. .. . Bank,.. ..Branch, Kolkata/Haldia, shall not be relieved from our liability by reason of any such variation or extension being granted to the Bidder or for any forbearance act or commission on the part of SMPK or any indulgence by SMPK to the Bidder 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, Bank, ... Branch, Kolkata/Haldia.

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

6. Notwithstanding anything to the contrary contained herein:
- (a) Our liability under this Guarantee shall not exceed ₹.....(Indian Rupees...) only.
 - (b) This Bank Guarantee shall be valid up to (expiry date).
 - (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (last date of claim).

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of) BANK.

.....

BRANCH...

.....

KOLKATA/HALDIA

Mobile No.:

E-mail ID:

(OFFICIAL SEAL OF THE BANK)

Note : In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of India, other than Kolkata / Haldia Branch, the same should be routed through any Kolkata / Haldia Branch of the said Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court.

Note: While issuing bank Guarantee issuing applicant must mention receiver's detail as ICICI Bank IFSC ICIC0006952 Branch- Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by issuing bank, to establish the authenticity of given BG.

Draft Pro-forma of Performance Bank Guarantee (Performance Bond) in lieu of cash Security Deposit, to be issued by the Kolkata Branch, as the case may be, of any Scheduled Commercial Bank in India on Non-Judicial Stamp Paper worth Rs.50/- or as decided by the Engineer/ Legal Adviser of SMP, Kolkata.

To

The Board of Major Port Authority of Syama Prasad Mookerjee Port, Kolkata

BANK GUARANTEE NO.....DATE.....

Name of issuing Bank.....

Name of Branch.....

Address.....

In consideration of the Board of Major Port Authority of Syama Prasad Mookerjee Port, Kolkata, a body corporate - duly constituted under the Major Port Authorities Act, 2021, 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 Board 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 Contractor"), from cash payment of Security Deposit/Payment of Security Deposit through deduction from the Contractor's bills under the terms and conditions of a contract made between the Board 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 only)

We,.....Branch, Kolkata.....further agree that if a written demand is made by the Board through any of its officials for honouring the Bank Guarantee constituted by these presents, We, Branch Kolkata shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the same so demanded to the Board within a week from the date such demand by an A/c. Payee Banker's Cheque drawn in favour of 'Syama Prasad Mookerjee Port, Kolkata', without any demur. Even if there any dispute between the

Contractor and the Board, this would be no ground for us,
.....(Name of Bank), Branch Kolkata.....to decline to
honour the Bank Guarantee in the manner aforesaid. The very fact that we,
.....Branch, Kolkata decline or fail or neglect to honour the Bank
Guaranteed in the manner aforesaid shall constitute sufficient reason for the Board to
enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the
contractor.

2. We,.....Branch, Kolkata.....further agree that a mere demand by the
Board at any time and in the manner aforesaid, is sufficient for us,..... Branch,
Kolkata
.....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 to decline
or fail or neglect to make payment to the Board in, the manner and within the time aforesaid.

3. We, Branch, Kolkatafurther agree that
the Bank Guaranteed 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 is shall
continue to be enforceable till all the dues of the Board 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 certify that the terms and conditions of the said contract
have been fully and properly observed/fulfilled by the contractor and accordingly, the Board
have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid
up to and inclusive ofday of 20.....and subject all so that the provision that the Board
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 up to or any
extension thereof made by us,
.....Branch, Kolkatain further extending the said validity
period of this Bank Guarantee on Non-Judicial Stamp Paper of appropriate value, as
required/determined by the Board only on a written request by the Board to the contractor
for such extension of validity of this Bank Guarantee.

4. We, Branch, Kolkatafurther agree that, without
our consent and without affecting in any manner our obligations hereunder, the Board shall
have the fullest liberty to vary from time to time any of the terms and conditions of 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 Board against the contractor and to forebear or
enforce any of terms and conditions relating to the said contract and We,
..... Branch, Kolkata.....shall not be relieved from
our liability by reason of any such variation or extension being granted to the contractor or
for any forbearance, act or commission on the part of the Board or any indulgence by the
Board 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.....

5. We,Bank,..... Branch, Kolkata do also agree that SMPK at their

option shall be entitled to enforce this Guarantee against usBranch, Kolkata
... .. as principal debtor in the first instance without producing against the Contractor
and notwithstanding any security or other guarantee that SMPK may have in relation to the
Contractor's liabilities.

6. We Branch, Kolkatalastly
undertake not to revoke this Bank Guarantee during its currency except with the previous
consent of the Board in writing.

7. Notwithstanding anything to the contrary contained herein:

- a. Our liability under this Guarantee shall not exceed ₹.....(Indian Rupees)
- b. This bank Guarantee shall be valid up to (expiry date)
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank
Guarantee only and only if you serve upon us a written claim or demand on or
before.....(last date of claim).

SIGNATURE.....

NAME.....

DESIGNATION.....

(Duly constituted attorney for and on behalf of)BANK.....

BRANCH.....

Kolkata.....

(OFFICIAL SEAL OF THE BANK)

Note: In case of Bank Guarantee is submitted from a Branch of a Nationalized / Scheduled Bank of
India, other than Kolkata Branch, the same should be routed through any Kolkata Branch of the said
Nationalized / Scheduled Bank in India and such Branch shall confirm the same and standby for all the
commitments under the Bank Guarantee. In all cases, any dispute regarding Bank Guarantee will be
adjudicated under the jurisdiction of Calcutta High Court.

Note: While issuing bank Guarantee issuing applicant must mention receiver's detail as ICICI Bank IFSC
ICIC0006952 Branch- Kolkata Gillander House, in BG text at which SFMS IFIN 760 messages to be sent by
issuing bank, to establish the authenticity of given BG.

INTEGRITY PACT

Between

Syama Prasad Mookerjee Port, Kolkata (**SMP, Kolkata**) hereinafter referred to as "**The Principal/
Employer**".

And

..... hereinafter referred to as "**The Bidder/Contractor**"

Preamble

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

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

NOW, THEREFORE,

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

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

Section 1 – Commitments of the Principal/ Employer.

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2 –Commitments of the Bidder(s) / Contractor(s)

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

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principles, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-A.
 - e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3-Disqualification from tender process and exclusion from future contracts

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

Section 4-Compensation for damages

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

Section 5-Previous transgression

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

Section 6- Equal treatment of all Bidders/Contractors/Sub-Contractors

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

Section 7- Other Legal actions against violating Bidder(s)/ Contractor(s)/ Sub Contractor(s)

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

Section 8 – Role of Independent External Monitor (IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kolkata Prot Trust.
- (e) The BIDDER/ CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/ CONTRACTOR. The BIDDER/ CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/ Sub-contractor(s) with confidentiality.
- (f) The Principal/ Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/ Employer/ Chief Vigilance Officer of Syama Prasad Mookerjee Port, Kolkata within 8 to 10 weeks from the date of reference or intimation to him by the Principal/ Employer/ Bidder/ Contractor and should the occasion

arise, submit proposals for correcting problematic situation. BIDDER/ CONTRACTOR can approach the Independent External Monitor (s) appointed for the purposes of this Pact.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/ Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

Section 9 - Facilitation of Investigation:

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

Section 10 - Pact Duration:

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

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

Section 11 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal in Kolkata.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor).

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

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

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

Ref. No.....

Date

.....

The Chief Mechanical Engineer,
SMP, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata - 700 043

Dear Sir,

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

We are submitting this undertaking in lieu of submission of signed copy of the full Tender document.

Yours faithfully,

Signature of Tenderer (or Power of Attorney).....

Name:

Designation:

Date:

Seal of the tenderer

[FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF JOINT VENTURE (JV) PARTNERS]

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

POWER OF ATTORNEY

To whomsoever it may concern

Mr./Ms. _____ [Name of the Person(s)], residing at _____ [Full postal address of the person(s)], who is presently employed as _____ [Designation of the person] in the firm namely _____ [Name of the firm], and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (in case of a Joint Venture, name of the lead member)] to sign the tender [(Tender No. _____ dated _____ bearing name (Tender subject: " _____"))], submit the said tender and is hereby further authorized to provide relevant information / document and respond to any enquiry etc. as may be required by Syama Prasad Mookerjee Port , Kolkata, SMPK (erstwhile Kolkata Port Trust, KoPT) in respect of the tender.

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

Dated this _____ day of _____ month in the year 202_.

Signature of the attorney:

(Signature of the authorised person(s))

Signature of the tenderer or Joint Venture members with common seal of the company/firm:

1. _____

(Signature of tenderer or JV Member-I)

2. _____

(Signature of tenderer or JV Member-II)

Name of the firm:

Name of the Firm:

Witness

(Signature)

Name:

Address:

Notes: In case of Joint Venture, representative of all members must sign.

SMP, Kolkata

[FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE]

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

POWER OF ATTORNEY

Whereas Syama Prasad Mookerjee Port, Kolkata (Kolkata Port Trust) ("the Authority") has invited tenders from interested parties for the work of " _____ " (name of the work) bearing no. (Tender No. _____ dated _____).

Whereas, 1. _____, 2. _____ and 3. _____ (collectively the "Joint Venture") being members of the Joint Venture are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____ and M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office of the JV Members] (hereinafter collectively referred to as the "Principals") do hereby designate, nominate, constitute, appoint and authorize M/s. _____ having its registered office at _____, being one of the members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney").

We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 202_

1. _____

(Signature of authorised executants JV
Member with common seal of company/firm)

Name of executants:

For (Name of the firm):

2. _____

(Signature of authorised executants JV
Member with common seal of company/firm)

Name of executants:

For (Name of the firm):

Witness 1:

(Signature)

Name:

Address:

Witness 2:

(Signature)

Name:

Address:

Note: To be executed by all members of the Joint Venture.

SMP, Kolkata

[FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE PARTICIPATION BETWEEN MEMBERS]

(MOU to be submitted in a Non-judicial stamp paper of Rs. 10/-)

M/s _____ having its registered office at _____ (hereafter referred to as '_____') acting as the Lead Partner of the first part. And M/s _____ having its registered office at _____ (hereafter referred to as '_____') in the capacity of a Joint Partner of the other part.

The expressions of _____ and _____ shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party"

WHEREAS; Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as "Client") has invited bids for _____ (insert name of work)"

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - a. Notice for bid,
 - b. Tender document,
 - c. Any Addendum / Corrigendum issued by SMPK,
 - d. The Tender submitted on our behalf jointly by the Lead partner.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'Tender' jointly.
3. M/s _____ shall be the lead member of the JV for all indents and purpose and shall represent the Joint Venture in its dealing with Client. For the purpose of submission of Tender proposals, the parties agree to nominate _____ as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Client. However, M/s _____ shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other

partner which shall be expeditiously given by M/s_____ to M/s_____.

4. The 'Parties' have resolved that the distribution of share and responsibilities is as under:
- a. Lead Partner share _____%;
Responsibilities. i)
ii)
iii)

 - b. Joint Venture Partner's share _____%
Responsibilities. i)
ii)
iii)
5. **JOINT AND SEVERAL RESPONSIBILITIES:** The Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract awarded to their JV.
6. **ASSIGNMENT AND THIRD PARTIES:** The parties shall co-operate throughout the entire period of this MOU on the basis of exclusively and neither of the parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.
7. **EXECUTIVE AUTHORITY:** The said Joint Venture through its authorized representative shall receive instructions, payments from the client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.
8. **GUARANTEES AND BONDS:** Till the award of the work, the lead partner shall furnish Earnest Money and all other bonds/guarantees to the Client on behalf of the Joint Venture, which shall be legally binding on all the partners of the Joint Venture.
9. **INDEMNITY:** Each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

10. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.
11. **DOCUMENTS & CONFIDENTIALITY:** Each party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.
12. **ARBITRATION:** Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, the Settlement of disputes in connection with the contract will be dealt with and governed by Tender Documents as amended upto opening date. The Venue of the arbitration shall be Kolkata.
13. **VALIDITY:** This MOU shall remain in force till the occurrence of the earliest to occur of the following unless by mutual consent, the parties agree in writing to extend the validity for a further period.
- The Tender submitted by the joint venture is declared unsuccessful,
 - Cancellation / shelving of the work by the tender inviting authority for any reasons prior to award of work.
 - Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the client.
14. This MOU is drawn in _____ number of copies with equal legal strength and status. One copy is held by M/s _____ and the other by M/s _____ & M/s _____ and a copy submitted with the proposal.
15. This MOU shall be construed under the laws of India.
16. **NOTICES**
 Notices shall be given by registered email or through Speed/Registered Post to the following email and addresses.
- | | |
|---------------------|----------------------|
| <u>Lead partner</u> | <u>Other partner</u> |
| Name: | Name: |
| Address: | Address: |

Official Email ID:

Official Email ID:

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

1. M/s _____

2. M/s _____

Signature & Common Seal of the firm:

Signature & Common Seal of the firm:

Witness 1:

(Signature)

Name:

Address:

Witness 2:

(Signature)

Name:

Address:

[FORMAT IN CASE OF JOINT VENTURE AGREEMENT]

(On Non-Judicial Stamp paper of Rs. 100/- to be purchased in the name of Lead Member of Joint Venture)

This Joint venture agreement is made at/in _____ on _____ day of _____ 202_ between M/s. _____ (please also indicate the status viz. Proprietorship firm/Partnership firm/Company) represented through its proprietor /partner / Director, having its registered office at _____ (hereinafter referred to as "First Party") and M/s. _____ (Please also indicate the status viz. Proprietorship firm/Partnership firm/Company) represented through its proprietor /partner or Director, having its registered office at _____ (hereinafter referred to as "Second Party").

WHEREAS the expressions of "First Party" and "Second Party" shall whatever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

AND WHEREAS the First party is engaged in the business of _____ AND WHEREAS THE Second Party is engaged in the business of _____.

AND WHEREAS both/all the parties are desirous of entering into a Joint Venture for carrying on the work of SYAMA PRASAD MOOKERJEE PORT, KOLKATA (hereinafter referred to as "the Client") in connection with work of _____ (please mention name of the work) bearing tender no. _____ dated _____.

AND WHEREAS the Parties have agreed to form joint venture for execution of aforesaid work as per aforesaid tender document.

NOW THIS DEED WITNESSED AS UNDER:

- a. That under this Joint Venture Agreement the work will be done jointly by the first party and second party in the name and style of M/s _____.

- b. It is further agreed by the Joint Venture Partners that M/s _____ has been nominated as Lead Partner for the execution of the works and for all indents and purpose and shall represent the Joint Venture in its dealing with Client.
- c. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Venture Agreement.
- I. Notice for bid,
 - II. Tender document,
 - III. Any Addendum / Corrigendum issued by SMPK,
 - IV. The Tender submitted on behalf of all the parties jointly by the Lead partner.
- d. That all the Parties have studied the aforesaid tender document and have agreed to form joint venture for execution of aforesaid work as per said tender document.
- e. THE PROPOSED PARTICIPATION SCOPE OF ACTIVITIES TO BE PERFORMED AND RESPONSIBILITIES OF EACH: The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of each of the party shall be as under:
- I. Lead Partner share _____%;
Responsibilities. i)
ii)
iii)
 - II. Joint Venture Partner's share _____%
Responsibilities. i)
ii)
iii)
- f. Subject to above, the parties shall depute their experienced staff as required for the works and plants, equipment, machinery etc. as requires for execution of works, will be deployed by each Joint Venture partners for execution of the contract.
- g. That the Parties undertake that they shall be jointly and severally liable to the client in the discharge of all the obligations and liabilities as per the contract with the client and for the performance of contract and for satisfactory execution of the contract in all respect in accordance with terms and conditions of the contract awarded to the Joint Venture.

- h. That the lead partner shall be authorised to incur liabilities and receive instruction for and on behalf of any and all the partners and parties of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the lead partner. The Joint Venture/Lead Partner shall open and maintain bank account(s) at _____ (Bank Name) _____ (Branch Name) to receive such payment.
- i. That each party hereto agrees to indemnify the other party against its respective parts in case of breach / default of the respective party of the contract works of any liabilities sustained by the Joint Venture.
- j. That in the event of default by any partner due to the reasons mentioned in the terms & conditions of the contract, the Lead Partner will have the authority to modify the Joint Venture and assign the work to any other party, subject to the condition that in any case the minimum eligibility criteria should not get vitiated and subject to the acceptability of Engineer of the Contract of SMPK to ensure the satisfactory execution of the contract.
- k. That any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, the Settlement of disputes in connection with the contract will be dealt with and governed by Tender Documents as amended up to opening date. The Venue of the arbitration shall be Kolkata.
- l. That this Joint Venture Agreement shall remain in force as per terms & conditions of the tender document of the aforesaid work.
- m. That this Joint Venture Agreement is drawn in _____ number of copies with equal legal strength and status. One copy is held by M/s _____ and the other by M/s _____ and a copy submitted with the Contract Agreement as per terms & conditions of said tender document.
- n. This Joint Venture has been construed under the laws of India.
- o. That the notices or communications during execution shall be given by registered email or through Speed/Registered Post to the following email and addresses.

Lead partner

Name:

Address:

Other partner

Name:

Address:

Official Email ID:

Official Email ID:

IN WITNESS WHERE OF THE PARTES, have executed this Joint Venture Agreement the day, month and year first before written.

Party of First Part

1. M/s _____

Signature & Common Seal of the firm:

Party of Second Part

2. M/s _____

Signature & Common Seal of the firm:

Witness 1:

(Signature)

Name:

Address:

Witness 2:

(Signature)

Name:

Address:

**DOCUMENT TO BE DOWNLOADED, FILLED IN UNDER BIDDER'S LETTERHEAD, SIGNED,
SCANNED AND SENT THROUGH EMAIL**

Undertaking to be submitted in lieu of Site Visit and Pre-bid queries

To be submitted by each Power of Attorney holder(s) for JV

Ref. No.....

Date

.....

The Chief Mechanical Engineer,
SMP, Kolkata,
Mechanical and Electrical Engineering Department,
8, Garden Reach Road,
Kolkata - 700 043

Dear Sir,

We,(Name of Prospective Bidder) have visited all the site of work and fully understood the scope of work with respect to actual site condition along with Tender Document, GCC, and Addenda, if any, and drawings as download from e-tendering portal.

We are submitting the queries/clarification in the following format to the designated Email IDs as mentioned in the tender document:

Sl. No.	Page No. of Tender	Clause No. and heading	Queries/Clarification

Yours faithfully,

Signature of Prospective Bidder

Name:

Designation:

Date:

Seal of the tenderer

SMP KOLKATA

BILL OF QUANTITIES

Notice Inviting Tender No.: SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

Name of the Work: Selection of Agency for Design, Supply, Installation, Operation & Management of Electric Vehicle Charging Stations on Revenue Sharing Basis at the land parcel near Subhas Bhavan beside ITC Cigarette factory (on Circular Garden Reach Road), on 'Built, own, operate & transfer' basis on behalf of Syama Prasad Mookerjee Port Authority, Kolkata for a Project Period of 10 years.

Sl. No	Item Description	Qty	Unit	Rate in (Rs.)
1	Rate to be shared with SMPK per KWH consumption [Note: Any quotation below Rs. 1 per KWH will be summarily rejected].	1	No.	Not to be Quoted