

NIT No. SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
Kolkata Dock System
Mechanical & Electrical Engineering Department

Website Notice

for

Clarification against Pre-Bid Queries and Issuing Addendum

Work Title: 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.

Addendum: As appended in the following pages.

All the points raised by the prospective bidders prior to pre-bid meeting vide e-mail submissions and discussed with intending bidders in the Pre-bid Techno-commercial conference held on 27.03.2026 are given below. Hence, such queries verbatim with SMPK's reply are juxtaposed in the following table against the respective clauses/ terms of the tender.

2. Accordingly, the consequent changes/addition of tender terms made thereon by SMPK as finalized and frozen are given in the following Addendum.

SMPK's REPLY AGAINST PRE-BID QUERIES

Sl. No	Documents Reference	Page No.	Specification Clause No.	Description as mentioned in Tender	PreBid Queries	Additional clarification sought by prospective bidders	SMPK's Reply
1	Section - II INSTRUCTIONS TO BIDDERS/ TENDERERS	6	Clause 7(a) EMD Exemption	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.	As per Rule 170(1) of GFR 2017 and MoF OM No. F.20/2/2014 PPD(Pt), DPIIT-recognized Startups are exempt from EMD. We request the waiver of the Rs. 8,94,514 EMD in favour of a Bid Security Declaration		Bidders with valid MSEs UDYAM Aadhar Memorandum certificate / DPIIT enlisted Start-ups certificate on EV charging sector are exempted from depositing Earnest Money. However, documentary evidence must be uploaded for claim of such exemption, failing which their tender would be summarily be rejected.
2	Section - II INSTRUCTIONS TO BIDDERS/ TENDERERS				PME-DRIVE Eligibility: We request SMPK to provide a "Land Lease/NOC" in the format required by the Ministry of Heavy Industries (MHI) so the bidder can claim the 70-80%		Bidder may avail the benefit of Govt. scheme without hampering the interest of SMPK.

					PM E-DRIVE subsidy for chargers and upstream infra.	
3	Essential Minimum Qualifying Requirements:	11	Clause 24(C) Financial Turnover	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.	As per MoF OM dated 20.09.2016, prior turnover and experience criteria must be relaxed for Startups meeting technical specs. We request a waiver of the Rs. 4.47 Cr MAAT requirement	Tender condition shall prevail. Here, the last 3 financial years are FY 2024-25, 2023-24 and 2022-23.
4	Essential Minimum Qualifying Requirements:	11	Clause 24(B) Technical Experience	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.	We request that "Prior Experience" be relaxed for DPIIT-recognized Startups, provided the bidder demonstrates technical capability through OEM tie-ups or qualified personnel	Tender condition shall prevail.
5	Essential Minimum Qualifying Requirements:	14			CRZ & Environmental Clearance: Since the site is near the Kolkata Port (CRZ II/IV area). Please clarify if SMPK has obtained the necessary Coastal Regulation Zone (CRZ) clearance for the construction of a permanent Sub-Station and civil foundations.	No such clearance is required.
6	BID OPENING AND EVALUATION	22	Clause 40(a). Performance Security	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	We request reducing the Performance Security from the current rate to 3% of the estimated project cost aligning with latest MoF procurement guidelines (GFR) to encourage wider participation.	Tender condition shall prevail.

				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.		
7	Contract Documents	29	Clause 45(c) Asset Transfer	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.	We request replacing "Transfer at Nil Value" with a "Buyback at Net Book Value (NBV)" after the 10-year period This ensures project "bankability" for securing capital loans	Tender condition shall prevail.
8	GUARANTEES & LIABILITIES	32	Clause 54(f). Commissioning Period	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.	We propose a 4-year phased rollout (25% capacity per year) instead of 18-month full completion. This prevents "stranded assets and aligns infrastructure with actual market demand. Force Majeure We request that "Grid Instability" and "Non-availability of Power from DISCOM" be added to Force Majeure to prevent penalties on the 90% uptime requirement	Tender condition shall prevail. Furthermore, clause 80(g) may be referred in respect of downtime.

9	Special Conditions of Contract (SCC)	42	Section IV. Technical Standards		We request mandating that all EVSE must be certified by ARAI/CAT/NABL as per PM E-DRIVE standards to ensure eligibility for central government subsidies		Tender clause 84(b) may be referred.
10	Scope of Work	44	Clause 81(e). Electrical Infra	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.	Please clarify if SMPK will assist in securing a 1.5 MW sanctioned load and if the DISCOM point of presence is within the land parcel boundaries.		SMPK will provide necessary assistance for power connection from local DISCOM as required. However, the service charge & security deposit etc. as required by DISCOM are to be paid by the successful bidder.
11	Communication Requirements	46	Clause 85(d) Protocols	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 IEC61850-90-8/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	We suggest upgrading the mandatory protocol from OCPP 1.6 to 1.6J or higher and including OCPI to support national network roaming		Tender condition shall prevail.

				according to 6 of IS 13252 (Part 1): 2010.			
12	Data Sharing Requirements	47	Clause 86(g) Data Sharing	<ul style="list-style-type: none"> • The Concessionaire shall make provision that the following information would be made available to SMPK/ any authority as notify 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 	We suggest mandating real-time data integration with the Ministry of Heavy Industries (MHI) National Online Portal via APIs to ensure regulatory compliance.		Tender condition shall prevail. Furthermore, clause 85(e) of tender may be referred.

13	MSME / DPIIT Startup Exemption - Earnest Money Deposit (EMD)	6	Clause 7(a) EMD Exemption	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.	We understand that certain exemptions are available to MSME entities under Government procurement policies. We request clarification on whether DPIIT-recognized startups and MSME-registered companies are eligible for exemption from submission of EMD in this tender. If yes, kindly specify the required documentation.		MSEs having valid UDYAM Aadhar Memorandum/Start-ups registered with DPIIT, on EV charging sector are exempted from EMD on submission of valid document.
14	Performance Security / Performance Guarantee	22	40. Contract Performance Guarantee	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.	We request clarification on whether any relaxation or reduction in Performance Security is available for MSME and DPIIT-recognized startups. Alternatively, whether staggered submission linked to project milestones may be considered to support startup participation.		Tender condition shall prevail.
15	24. Essential Minimum Qualifying Requirements:	11	C. Financial	The Applicant Firm should have a Minimum Average Annual Turnover	The tender specifies a minimum average annual turnover of more than INR 4 crore over the last three financial years. As an		Tender condition on turnover shall prevail. Clarification on JV/ Consortium provided at

				<p>(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.</p>	<p>early-stage EV infrastructure startup, we request clarification on the following:</p> <ul style="list-style-type: none"> • Whether relaxation in turnover criteria is available for MSME and DPIIT-recognized startups as per Government of India policies. • Whether the turnover requirement may be reduced to enable participation from emerging companies. • Whether consortium or Joint Venture participation is permitted to meet the turnover criteria, even if the partner is from a related infrastructure/electrical/construction sector. • Whether technical capability and execution experience may be considered along with turnover for eligibility evaluation. <p>We respectfully submit that high turnover thresholds may restrict participation from technically capable early-stage companies in this capital-intensive and emerging sector.</p>		<p>Sl. No. 25 of instant one may be referred.</p>
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16	RESOLUTION OF DISPUTES	43, 44	81. Scope of Work	<p>b) Necessary physical verification of site & technical feasibility study shall be done by the applicant before submission of the bid.</p> <p>c) EV Chargers shall support e-car, e-bus, e-truck.</p> <p>d) The successful bidder shall develop 2 nos dual gun 240 KW and 8 nos dual gun 120 KW DC fast charger at site.</p> <p>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.</p>	<p>The tender specifies installation of 2 units of 240 kW and 8 units of 120 kW DC fast chargers. We request clarification on whether flexibility is permitted in:</p> <ul style="list-style-type: none"> • Number of chargers and guns • Individual charger capacities <p>Such flexibility would help optimize deployment based on:</p> <ul style="list-style-type: none"> • Site conditions and space availability • Power availability from DISCOM • Expected vehicle mix (e-cars, e-buses, e-trucks) • Fleet demand and traffic assessment 		Tender condition shall prevail.
17	Captive Charging Hub for Fleet Operations				<p>We request clarification on whether the proposed EV charging station may be operated as a partially or fully captive hub for specific fleet operators (e.g., EV car fleets and buses). This would enable assured utilization and long-term contracts, improving project viability.</p>		It is as per business policy of successful bidder.

18	Flexibility in Charger Configuration & Power Requirement				<p>The current configuration suggests an approximate load requirement of 1.5 MW, significantly increasing electrical infrastructure costs. We request clarification on flexibility regarding:</p> <ul style="list-style-type: none"> • Total connected load • Charger mix (DC fast / AC / lower capacity DC) • Phased deployment based on demand growth <p>This would help optimize capital expenditure and align infrastructure with utilization.</p>		Tender condition shall prevail.
19	Turnover Criteria for Joint Venture / Consortium				<p>In case of participation through a Joint Venture or Consortium, we request clarification on:</p> <ul style="list-style-type: none"> • Whether turnover can be considered on a combined basis, or • Whether eligibility can be met by any one partner 		Clarification on JV/ Consortium provided at Sl. No. 25 of instant one may be referred.
20					Seeking advice on the presence of a liquor shop in the area - which might create problems in the execution and operation of Electric Vehicle Charging Stations		Suitable action, as deemed fit, will be taken in due course.
21					Please specify the total project land area to be allotted		Approximately 12000 Sq. ft.
22	SCHEDULE OF TENDER	3		Date of closing of online submission of Bid - 09.04.2026 up to 12.00 hrs.	Request closing date to be extended by 30 days		Closing date has been extended to 28.04.2026 up to 12 PM & technical

							bid will be opened on 29.04.2026 at 12 PM.
23	INSTRUCTIONS TO BIDDERS	6	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.	Request only MSEs registered are to be exempted from depositing Earnest Money, as per the Public Procurement Policy for MSEs Order, 2012 (and its amendments)		MSEs having valid UDYAM Aadhar Memorandum/Start-ups registered with DPIIT, on EV charging sector are exempted from EMD on submission of valid document.
24	Project Description	8	19	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 10years.	Please specify clearly the terms of transfer' basis which will be applicable post project tenure of 10 years		Post project tenure, all assets installed at site will be handed over to SMPK as per asset list. On successful completion of asset transfer, the PBG will be released to the contractor.
25	JV/Consortium having maximum 2(two) business entities.	10	4.A.d)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	minimums share % for secondary Joint venture member		Bidders, intending to submit the bid through Joint Venture (JV), are to fill up the format of JV as attached under Flag-A.

				<p>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.</p> <p>b. All such persons shall be jointly and severally bound to the Employer for the fulfilment 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.</p> <p>c. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.</p>			
26	Financial	11	24.c	<p>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</p>	<p>Need clarity on whether Applicant Firm refers to the lead member or all members in case of Joint Venture.</p>		<p>In case JV / Consortium, the following average annual turnover criteria is required to be met:</p> <p>(a) Average annual turnover of lead member should be at least Rs.2,28,10,112/- in last three FY.</p> <p>(b) Average annual turnover of other members should be at least</p>

							Rs.89,45,142/- in last three FY. (c) Average annual turnover of JV/Consortium i.e. cumulative of average annual turnover of lead and other members should be at least Rs. 4,47,25,710/- in last three FY.
27	General	11	24.A.d)v.c.	The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.	Performance security being provided by the lead member shall be in the name of the lead member only, and not in the name of the Joint Venture specifying the names of all members.		Tender condition shall prevail.
28	Scope of Work	44	81.d)	The successful bidder shall develop 2 nos dual gun 240 KW and 8 nos dual gun 120 KWDC fast charger at site.	Suggestion: to develop 2 nos dual gun 240 KW; 4 nos dual gun 120 KW ; and 6 nos dual gun 60 KW DC fast charger at site - as there are no e-bus, and e-truck as of now		Tender condition shall prevail.
29	Scope of Work	44	81.d)		Seeking permission for socket (3.3 KW Input, Output AC Plug Station) for 2-wheeler and 3-wheeler in addition to the Electric Vehicle Charging Stations		Bidder may install EV charging facilities on /above the minimum requirement specified in tender.
30	Scope of Work	44	81.d)		Seeking permission to allow installation of Parking station in addition to support revenue generation initially.		Tender condition shall prevail.

JV/Consortium

If the bidder is participating as JV/Consortium they have to follow up all terms & conditions as given hereunder in the subsequent points:

- A. Number of members in a JV/Consortium firm shall not be more than three. The constituent members of a JV/Consortium bidder must be either of the following:
- a. A proprietorship firm owned / operated / managed exclusively by an Indian national domiciled in India;
 - b. A partnership firm duly registered under The Indian Partnership Act, 1932.
 - c. A limited liability partnership incorporated under The Limited Liability Partnership Act, 2008.
 - d. A company within the meaning of Companies Act, 2013.

The constituent members shall be engaged in the business of allied activities.

- B. **Joint Bidding Agreement:** One of the members of the JV/ Consortium firm shall be its Lead Member who shall have a majority (at least 51% share of interest in the JV/ Consortium firm). The lead member should be an Indian Firm i.e. they have registered their business in India as per prevalent rules and regulations with experience in automobile/e-mobility/EV charging infrastructure. The other members shall have a share of not less than 20%. A copy of Joint Bidding Agreement (JBA) executed by the JV members in the format given in the amended **Annexure-K** shall have to be submitted by the JV/ Consortium firm along with the tender. The complete details of the members of the JV/ Consortium firm, their share and responsibility in the JV/ Consortium firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the JBA. The amended format for JBA for JV/ Consortium is placed at **Annexure-K**.
- C. Once the tender is submitted, the JBA shall not be modified/ altered/ terminated during the validity of the tender and/ or any further extension till such time the contract is awarded. In case the tenderer fails to observe/ comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited or necessary action will be taken in accordance with the rules of concerned Department of Union/ State Government in case such bidder is exempted from EMD and Tender Fee submission.
- D. **Authorized Member/Lead Member:** Joint venture members shall authorize one of the members on behalf of the Joint Venture Firm to incur liabilities and receive instructions for & on behalf of any & all the partners, to deal with the tender, to sign the agreement or enter into contract in respect of the said tender, and other related activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this authorized/ lead member of the JV/ Consortium Firm. This authorization shall be evidenced by an irrevocable power of attorney duly signed by the authorized signatories of the joint venture (JV) / Consortium Members as per the format enclosed in the tender document as (**Annexure-I**) to be executed

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before Notary on a non-judicial stamp paper of at least Rs.10/-.

- E. A Power of Attorney is to be executed before Notary on a Non-Judicial Stamp Paper of at least Rs.10/- by all members of the joint venture for authorizing a person for signing of tender etc. as per format **Annexure-H**.
- F. For Joint Venture/ Consortium bidder, lead member shall be required to submit Earnest Money Deposit (EMD) & Tender Fee along with their bid as per terms & conditions of tender document. If all the constituent members have MSE valid Udyog Aadhaar Memorandum Certificate/DPIIT enlisted start up certificate, then only the entire JV/ Consortium firm will be considered exempted from submitting Tender Fee & EMD.
- G. Documents for and on behalf of members of a Consortium Bidder shall be submitted by the duly authorized Lead Member and it shall be the responsibility of the Lead Member alone to purchase/ legally procure the Tender Document for and on behalf of the members of the Consortium Bidder.
- H. Each member of a Consortium Bidder, participating in the Tender undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidder(s) with respect to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the Tender process.
- I. Where the bidder is a Joint Venture (JV) / Consortium, the average annual financial turnover of the individual members forming the joint venture (JV/ Consortium) shall be submitted.
- J. Details of similar works executed successfully by each member of JV/ Consortium are to be submitted separately by them as per format in Schedule-"O" in Annexure-M.
- K. **In Case of Successful JV/ Consortium Bidder:** Where a JV/Consortium Bidder is declared to be the Successful Bidder and where Letter of Acceptance/Work Order has been issued to them, members of such JV/Consortium Bidder must incorporate a Joint Venture Entity or a Special Purpose Vehicle (SPV), either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013 or Partnership Firm as per The Indian Partnership Act, 1932 and such joint venture entity / special purpose vehicle shall be the Contractor for the purposes of the Works; Provided however that the members of such Consortium Bidder shall continue to be jointly and severally liable for the performance of the joint venture entity / special purpose vehicle under the Contract. The timeframe for formation of such incorporation as Joint Venture Entity or a Special Purpose Vehicle (SPV) as stated above shall be restricted to Thirty (30) days from the date of issuance of Letter of Acceptance/ Work Order. However, in such case where the successful bidder is JV/Consortium, the start date of completion period will be the next date after expiry of 30

days from the date of issuance of Letter of Acceptance/ Work Order.

The modality (either a limited liability partnership or company or partnership firm as described above) and revenue sharing arrangement between the constituent members shall be disclosed to the Tender Authority (SMPK) by the Lead Member for and on behalf of the constituent members. In the event, the constituent members incorporate a company under the Companies Act, 2013, the Parties shall enter into a shareholders' agreement between themselves which shall be incorporated in the charter documents of the special purpose vehicle in order to bind the constituent members. In the event that the constituent members decide to enter into a limited liability partnership, they shall ensure that the partnership agreement executed between them is drafted in accordance with the terms of the Tender Documents.

Along with this, an agreement in the format acceptable to Engineer of the Contract executed before Notary on a Non-Judicial Stamp Paper of Rs. 100/- among the members of the JV/ Consortium firm (to whom the work has been awarded) shall be executed. This JV/ Consortium agreement shall be submitted by the JV/ Consortium firm to the SMPK during formation of Joint Venture Entity or a Special Purpose Vehicle, as stated above. This joint Venture Agreement shall have, inter-alia the clauses of Joint Bidding Agreement as per attached **Annexure-K** and following clauses:

- a. **Joint and Several Liability:** Members of the JV/ Consortium firm /SPV to which the contract is awarded shall be jointly and severally liable to SMPK for execution of the project in accordance with terms & conditions of the tender document. The JV/ Consortium members shall also be liable jointly and severally for the loss, damages caused to SMPK during the course of execution of the entire contract or due to non-execution of the contract or part thereof. The members of the Consortium Bidder shall jointly and severally indemnify and keep indemnified the Tender Authority (SMPK) from any losses arising out of or in connection with their performances under the Tender and/or the Award of the Tender.
- b. The members of the JV/Consortium Bidder shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the members of the Consortium Bidder.
- c. **Duration of the Joint Venture Agreement:** It shall be valid during the entire tenure of the contract including the period of extension, if any and the tenure of defect liability period and the operation and maintenance period, till such time all contractual obligation is completed.
- d. **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

Non-compliance with the aforesaid instructions shall be construed to be nonresponsive acts of such unincorporated JV / Consortium Bidder to the Tender Documents. In case the tenderer fails to observe/comply with aforesaid instructions, the full Earnest Money Deposit (EMD) shall be forfeited (or necessary action will be taken in accordance with the rules of concerned Department of Union/State Government in case such bidder is exempted from EMD and Tender Fee submission) and/or other penal actions as deemed fit as per Acts and Rules prevalent in Union of India shall be taken against all members of the JV/ Consortium.

- L. The constitution of the JV/ Consortium Entity/ SPV shall not be allowed to be modified after submission of the tender bid and during the entire tenure of the contract after its award, except when modification becomes inevitable due to succession laws and in any case the minimum eligibility criteria should

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not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV/ Consortium firm. Failure to observe this requirement would render the offer invalid and may lead to forfeiture of EMD and/or performance guarantee and/or all consequential penal action shall be initiated as per contract condition and Acts and Rules prevalent in Union of India. Decision of Engineer of the Contract in this regard will be final and binding in nature.

- M. The members of the Consortium Bidder shall undertake that no dispute inter se between them shall cause any stoppage or cessation of work under the Tender, if awarded. In case of recurring disputes between the members of the Consortium Bidder resulting in delay in timelines of the Works, the Tender Authority reserves the right to call for substitution of the Contractor, i.e., the Consortium Bidder who has been selected for the Works.
- N. On award of contract to a JV/Consortium Entity or SPV, Performance Bank Guarantee shall be required to be submitted by the said firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee etc., shall be accepted only in the name of the JV/ Consortium firm and no splitting of guarantees amongst the members of the JV/ Consortium firm shall be permitted.
- O. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Engineer of the Contract in respect of the said tender/contract.
- P. All joint venture agreements, consortium agreements, technical collaboration agreements, financing agreements, etc. ("Consortium Bid Documents") which shall ensure that all member of the Consortium Bidder shall remain jointly and severally liable for implementation of the Works.
- Q. All the members of the Joint Venture participating in the tender must not have been debarred by the Central / State Government or any Entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind. An undertaking in this regard shall be given by all the members of the JV/ Consortium in the 'Covering Letter' format as per **Annexure-M**.
- R. For a Joint Venture(JV)/ Consortium Firm, the Power of Attorney holder on behalf of Joint Venture bidder, as per given JBA & Power of Attorney format, has to execute the integrity pact. It is to be noted that though the integrity pact is signed by Power of Attorney holder of JV/ Consortium Firm, all terms & conditions in this regard will be applicable to all the members of the firm.
- S. Any form of bid rigging by any Bidder or any member of a Consortium Bidder including by way bid suppression, complementary bidding, bid rotation, sub-contracting, arrangements with shareholders or ownership interest holders of non-individual and juristic entities, etc. if discovered subsequently, shall result in immediate termination of the Award to such Bidder or Consortium Bidder by the Tender Authority and the Tender Authority shall proceed against such defaulting Bidder or defaulting Consortium Bidder and its constituent members in the manner prescribed under the Tender Document like forfeiture of EMD and/or Performance Bank Guarantee and Applicable Laws .
- T. It is clarified that an unsuccessful Bidder or any member of an unsuccessful Consortium Bidder shall not participate directly/ indirectly in the Works in

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any manner whatsoever, after the Award of the Tender has been made in favour of the Contractor.

U. Other documents to be enclosed by the JV/ Consortium firm along with the tender.

- a) In case one or more of the members of the JV/ Consortium Firm is/are partnership firm(s), following documents shall be submitted:
 - i. Notary certified copy of the Partnership Deed
 - ii. Power of Attorney in favour of one of the partners of partnership firm to sign the JV/ CONSORTIUM Agreement on behalf of the partnership firm and create liability against the firm.
- b) In case one or more members is/are limited companies, the following documents shall be submitted:
 - i. Copy of Memorandum and Articles of Association of the Company.
 - ii. Power of Attorney by the Company authorising the MD or one of the Directors or Managers of the Company to sign JBA, JV/ Consortium Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other and on behalf of the company.

The format of Memorandum of Understanding (MoU) is amended as Joint Bidding Agreement and given as **Annexure-K**.

[Format for **JOINT BIDDING AGREEMENT** between constituent members of Joint Venture / Consortium Bidder]

(To be executed on Non-Judicial Stamp Paper of at least INR 100/-)

This Joint Bidding Agreement (hereinafter the “Agreement”) is made at [__] on this [__] day of [____] 202_, AMONG[__], a proprietorship firm having offices at [__] and represented by its proprietor Shri [__], son of [], aged about [____] years, resident of [__] and holding PAN/ AADHAR [____] (hereinafter referred to as the “**Member 1**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[__], a partnership firm registered under The Indian Partnership Act, 1932, having its offices at [] and represented by its authorised partner Shri [__], son of [____], aged about [__] years, resident of [__] and holding PAN/ AADHAR [__] (hereinafter referred to as the “**Member 2**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[__], a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008, holding LLPIN [____] and having its registered office at [__] represented by its designated partner Shri [], son of [], aged about [__] years, resident of [__] and holding PAN/ AADHAR/ DIN [____] (hereinafter referred to as the “**Member 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees);

AND/OR

[__], a company within the meaning of Companies Act, 1956/2013, holding CIN [____] and having its registered office at [____] represented by its authorised director Shri [____], son of [____], aged about [____] years, resident of [__] and holding DIN [____] (hereinafter referred to as the “**Member 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

AND/OR

[____], a company incorporated under the laws of [__], having registration no. [____] and having its registered office at [____] represented by its authorised director Mr [__], son of [____], aged about [____] years, resident of [__] and holding Passport No [__] issued by [____] (hereinafter referred to as the “**Member 3**” which expression shall unless be repugnant to the context or meaning hereof be deemed to mean and include its successor, permitted assigns and nominees).

[Note: Please include names of all members of the Consortium Bidder and basis the nature of the Bidder’s entity, retain the relevant portion and delete the rest.]

NIT No. SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

For the purposes of this Agreement, the **Member 1**, **Member 2** and **Member 3** shall be collectively referred to as the “Parties” and individually a “Party”.

WHEREAS

- A. Syama Prasad Mookerjee Port, Kolkata constituted under The Major Port Authorities Act, 2021 having offices at Syama Prasad Mookerjee Port, Kolkata, 15, Strand Road, Kolkata, West Bengal 700 001 and also an office at [] (hereinafter the “**Tender Authority**”) has floated the Tender No. [___] dated [___] (hereinafter referred to as “**Tender**”) and intends to award, under laid down organizational procedure, contract for “[___]”.
- B. The Parties are interested to collectively participate in the Tender and submit Bid Documents to the Tender Authority as against the Tender, in accordance with the terms and conditions of the Tender Document.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS AGREEMENT WITNESSES AS UNDER:

Article 1. Definitions

- 1.1. In this Agreement, capitalised terms, unless defined herein shall have the meanings ascribed to them under the Tender Document.

Article 2. Consortium

- 2.1. The Parties hereby irrevocably form a consortium to participate in the Tender jointly and collectively as a “Consortium Bidder” (hereinafter “**Consortium**”).
- 2.2. The Parties hereby nominate [___] being a Party hereto as the Lead Member of the Consortium (“**Lead Member**”). For the sake of brevity, the Parties other than the Lead Member shall be referred to as “**Other Parties**”.
- 2.3. The Other Parties hereby authorise the Lead Member to submit Bid Documents for and on behalf of the Consortium to the Tender Authority in connection with the Tender. The Other Parties have executed an irrevocable power of attorney in favour of the Lead Member for the compliance of and fulfilment of terms and conditions contained in the Tender Document, for itself and on behalf of the Other Parties.
- 2.4. The Lead Member has verified all the credentials and Pre-Qualification criteria of each of the Other Parties and that none of the Parties do not suffer from any form of ineligibility as stated in the Tender Document and that there are no restrictions under the Applicable Laws for the Parties to participate in the Bid.
- 2.5. The Other Parties agree to remain bound by the acts of the Lead Member in so far as submission of Bid Documents or participation in the Tender is concerned.

2.6. Neither the Lead Member nor any of the Other Parties shall participate in the Tender separately or through any other Consortium Bidder (whether incorporated or not).

2.7. The Lead Member and each of the Other Parties further represent and warrant to each other that:

2.7.1. No agreement or contract shall be executed amongst themselves, other than the consortium agreement or the joint venture agreement or any other agreement (by whatever name called) which shall be submitted to the Tender Authority (setting out the manner and mode of implementation of the Works and the revenue sharing between the Parties);

2.7.2. Each of them shall cooperate with each other to ensure that the Lead Member is able to fulfil its obligations under this Agreement and the Tender Document.

2.8. Roles and Responsibilities of the Lead Member:

2.8.1. The Lead Member shall collate all relevant documents from the Other Parties as required under the Tender and submit the same as part of the Bid Documents.

2.8.2. The Lead Member shall make all payments required under the Tender Document for itself and on behalf of the Other Parties.

2.8.3. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the Pre-Qualification Criteria.

2.8.4. The Lead Member shall ensure that the Lead Member and the Other Parties continues to comply with the terms and conditions of the Tender Document including the Integrity Pact.

2.8.5. The Lead Member shall keep the Tender Authority informed if there is any change in the representations and warranties of the Parties and the decision of the Tender Authority as to whether the Consortium should continue with its participation in the Tender or not, will be binding on the Parties.

2.9. The Parties shall each use their good faith efforts to cooperate and work together to prepare and, if they mutually agree and the submission of such Bid in the Tender is authorized or requested in writing by the respective board of directors [or partners], submit a Bid in the Tender. Each Party shall provide all resources reasonably necessary to prepare and, if they mutually agree, submit the Bid. The Parties shall also use their good faith efforts to obtain and negotiate any financing necessary for or desired to be obtained in connection with the Works on terms mutually acceptable to the Parties. Each Party shall insure that the other Parties are provided the opportunity, where reasonably practicable, to participate in all substantive discussions and negotiations relating to the Tender including Pre-Bid Meetings organized by the Tender Authority.

Article 3. Covenants

3.1. Upon the Consortium being declared to be the lowest Bidder, the Parties agree to incorporate a special purpose vehicle which shall either be a limited liability partnership incorporated under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013 or

Partnership Firm as per The Indian Partnership Act, 1932. The shareholding or ownership interest of the Parties in the said special purpose vehicle shall be as follows:

Member No.	Name of the Member	Ownership in %
Member 1(Lead member)		[Minimum of 51%]
Member 2		
Member 3		

The modality (either a limited liability partnership or company as described above) and revenue sharing arrangement between the Parties shall be disclosed to the Tender Authority by the Lead Member for and on behalf of the Parties. In the event, the Parties incorporate a company under the Companies Act, 2013, the Parties shall enter into a shareholders' agreement between themselves which shall be incorporated in the charter documents of the special purpose vehicle in order to bind the Parties. In the event that the Parties decide to enter into a limited liability partnership, the Parties shall ensure that the partnership agreement executed between them is drafted in accordance with the terms of the Tender Documents.

3.2. Upon the Consortium being declared to be the lowest Bidder, the Parties agree to jointly and severally comply and fulfil the terms and conditions contained in the Letter of Intent issued by the Tender Authority (or any Government Authority).

3.3. No amendment, modification, waiver of the shareholders' agreement, partnership agreement or charter documents of special purpose vehicles shall be permitted without express written approval of the Tender Authority.

Article 4. Joint and Several Liability

4.1. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Works and in accordance with the terms of the Project Documents including the Tender.

4.2. The Parties shall be jointly and severally responsible to obtain all licenses, clearances, registrations, grants, approvals, concessions, permits, etc., in connection with their performances under the Tender and all compliances and obligations under such licenses, clearances, registrations, grants, approvals, concessions, permits, etc., shall also be the jointly and severally responsible of the Parties.

4.3. The Parties shall jointly and severally indemnify and keep indemnified the Tender Authority from any losses arising out of or in connection with their activities connected to their participation in the Tender.

4.4. The Parties agree to comply with and remain in compliance with all the terms and conditions of the Tender Document and subsequent corrigendum and/or addendum issued.

Article 5. Miscellaneous

5.1. This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Consortium emerges as the Contractor or the Consortium is declared to be an unsuccessful Bidder by the Tender Authority.

5.2. Each of the Parties agrees to work exclusively with the other Parties with respect to the Tender. No Party shall negotiate or initiate or continue discussions with (a) any other Person or entity or otherwise solicit, encourage (including by providing any information to), or enter into any agreement (written or oral) with, any other person or entity relating to the Tender.

5.3. All notices, requests and other communications to any Party hereunder shall be in writing and shall be deemed given when delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Parties at the following addresses:

To Lead Member Address :

Fax :

Email :

Kind Attention :

To Member 2 Address :

Fax :

Email :

Kind Attention :

To Member 3 Address :

Fax :

Email :

Kind Attention :

The Parties agree that any Notice issued by a Party to another Party(ies) under this Agreement shall also have to be delivered personally, facsimiled (which is confirmed), emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the Tender Authority at the following address:

Address : Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, 8 Garden Reach Road, Kolkata – 700 043

Fax :

Email : cme@smpportkolkata.shipping.gov.in

Kind Attention : Shri A. K. Kar, Chief Mechanical Engineer.

5.4. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter of this Agreement.

5.5. Any amendment or alteration or modification to this Agreement or any part hereof shall have any effect, unless the Tender Authority has approved the same in writing.

5.6. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.7. Nothing expressed or implied in this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any person or entity other than the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.

5.8. This Agreement is governed by the laws of India, place of performance and the High Court at Calcutta shall have exclusive jurisdiction with respect to any dispute or differences or interpretational issues arising between the Parties arising hereunder.

5.9. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement and may be delivered by facsimile or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

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

For and on behalf of the

[Lead Member]

Authorised Signatory

Name:

Designation:

[_____]

dated [_____]

Authorised by [_____]

dated [_____]

For and on behalf of the

[Member 1]

Authorised Signatory

Name:

Designation:

[_____]

dated [_____]

For and on behalf of the

[Member 2]

Authorised Signatory

Name

Designation:

[_____]

dated [_____]

Authorised by

Profile of Tenderer / FORM -D

This is to confirm that we agree to abide by all the terms and conditions of this NIT No. SMP/KDS/Mech/C/ADV/721 dated 13.03.2026, those mentioned in the "General Conditions of Contract" enclosed with this Tender Document as well as decisions taken in the pre-bid techno-commercial conference, if any. Our relevant particulars are furnished hereunder:

Particulars	To be filled in by the Tenderer or to be mentioned as "none"
Name of the Tenderer	
Name of the owner(s) of the Tenderer	
Full postal address of the Tenderer including Police Station	
Telephone No. of the Tenderer	
Fax No. of the Tenderer	
E-mail ID of the Tenderer	
Name of the contact person of the Tenderer	
Mobile/land line Telephone No. of the contact person of the Tenderer.	
Name of the partners/directors/ members, as applicable, in this particular contract	
Name of their authorized representative(s) who would handle the contract on their behalf.	

Signature of the Tenderer

Office seal of the Tenderer

Date

NIT No. SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

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

Covering Letter

Ref. No.....

Date:

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

Dear Sir,

1. We,(Name of Tenderer) having examined the Tender Document and understood its contents, hereby submit our Tender for..... (NIT No. SMP/KDS/Mech/.....
Dated..... and confirm that we unconditionally accept all the terms and conditions of the same including the Addendum (if issued).

2. All information and proofs provided in the Tender including Addendum and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.

NIT No. SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

3. We shall make available to SMP, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender.

4. We, (Name of Tenderer) hereby undertake that we will abide by the decisions of SMPK in the matter of examination, evaluation and selection of Successful Tenderer and shall refrain from challenging or questioning any decision taken by SMPK in this regard. We further acknowledge the right of SMPK to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We also certify the following:

(a) We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority from participating in any Tender/Contract/Agreement of whatever kind.

(b) We have also not been expelled from any project or contract nor have had any contract terminated for breach in the last 3 years ending on the date of opening of the techno commercial part of the tender.

6. We declare that:

(a) We have examined and have no reservations to the Tender Document, including the Addendum, if any, issued by SMPK thereon.

(b) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. We understand that SMPK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

Yours faithfully,

NIT No. SMP/KDS/Mech/C/ADV/721 dated 13.03.2026

Signature of Tenderer

Name:

Designation:

Date:

Seal of the tenderer.....

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

Tenderers must fill in the undernoted column:

Name of the Bidder:

Sl. No.	Full particulars of similar works carried out by Tenderer	Value of work in Rs.	Completion time as per Contract	Actual completion time	Name and Addresses of Authorities for whom work was carried out	Details of Authorities to whom reference can be made		
						Full Postal Address	Phone/ Mobile No.	Email ID
1.	(i) Name of work.							
	(ii) W.O. No. & Date.							
2.	(i) Name of work:							
	(ii) W.O. No. & Date:							
3.	(i) Name of work:							
	(ii) W.O. No. & Date:							

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

The Tenderer are also requested to furnish the following particulars:

Sheet - 2

A. In case of a Limited Company:

1. Name of the Company :
2. Address of its present registered office :
3. Date of its incorporation :
4. Full name and address of each :
of its Directors - any special particulars
as to Directors if desired to be stated
5. Name, address and other necessary :
particulars of Managing Agents, if any,
appointed by the Company
6. Copies of Memorandum and Articles of :
Association (with the latest amendments,
if any)
7. Copies of audited Balance Sheets of the :
Company for the last three years.

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

Sheet - 3

B. In case of a Firm:

1. Name and address of the firm :
2. When business started :
3. If registered, a certified copy of Certificate of Registration :
4. A certified copy of the Deed Of Partnership :
5. Full name and address of each of the Partners and the interest of each partner in the Partnership. Any special particulars as to Partners if desired to be stated :
6. Whether the firm pays income tax over Rs.10, 000/- per year :

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

SCHEDULE - "O"

Sheet - 4

C. In case of an Individual:

1. Full name and address of the Tenderer; any special particulars of the Tenderer if desired to be stated :
2. Name of the father of the Tenderer :
3. Whether the Tenderer carried on business in his own name or any other name :
4. When business was started any by whom :
5. Whether any other person is interested in the business directly or indirectly, if so, name, address, etc. of such persons and the nature of such interest. :
6. Whether the Tenderer pays income tax over Rs.10,000/- per year :

DATED, the.....

Signature of Tenderer

Corrigendum-II

Sl. No.	NIT Page No.	NIT Clause No.	Existing Terms & Conditions	Revised Terms & Conditions
1.	2	Section I- i	The intending bidders should submit Earnest Money of Rs.8,94,514.00 Rs.2, 900/- (i.e., Rs.2, 500/- plus GST @18%)	The intending bidders should submit Earnest Money of Rs.8,94,514/- and tender cost of Rs.2, 900/- (i.e. Rs.2, 500/- plus GST @18%)
2.	7	Section II- 15.	Tender fee and EMD, Integrity Pact must reach this office physically before opening of Tender.	Tender fee and EMD must reach this office physically before opening of Tender.
3.	7	Section II- 16.	EMD, Integrity Pact are essential document and should have to be uploaded with the other essential documents.	EMD is an essential document and should have to be uploaded with the other essential documents.
4.	9	Section II- 23. (C)	Separate document files shall have to be specifically created for uploading the qualifying documents as mentioned in the check list.	All documents as specified in the check list (Annexure-N) are to be uploaded with techno-commercial bid.
5.	12	Section II- 25. 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.	Any Bidder who fails to commence the construction work within 45 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 contract and forfeiture of SD.
6.	17	Section II- 28. 7 a)	The Bidder's insurance liabilities per taining to the Scope of Work are detailed out in Clauses titled 'Insurance' in Clause 3.31 of General Terms and Conditions of Contract (GCC).	The Bidder's insurance liabilities pertaining to the Scope of Work are detailed out in Clauses titled 'Insurance' in Clause 71 of General Terms and Conditions of Contract (GCC).
7.	18	Section II- 28. 10 a)	Bids shall remain valid for 120 days after the date of bid opening prescribed by SMPK unless otherwise specified in the Contract.	Bids shall remain valid for 90 days after the date of bid opening prescribed by SMPK unless otherwise specified in the Contract.
8.	22	Section II- 37. 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.	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.
9.	22	Section II- 37. b)	Upon the Successful Bidder's Award of Contract, SMPK will discharge their EMD of un-successful bidder.	Upon Award of Contract to the Successful Bidder, SMPK will release the EMD of un-successful bidder(s).
10.	22	Section II- 38. 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 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

			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/-.	30 days from date of receipt of AOC as per Annexure-D1 in the Bidding Documents in a non-judicial stamp paper costing not less the Rs. 60/-. Enclosed format Annexure-D is deleted.
11.	22	Section II-40. 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).	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).
12.	23	Section II-40. 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.	The Performance Guarantee will be returned to the Contractor without any interest at the end of engagement period, unless otherwise specified in the Contract.
13.	23	Section II-41. 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.	Failure to Respond: If the Bidder fails to respond to three consecutive written communications from SMPK within a 5-day period without valid reason.
14.	24	INTRODUCTION a) Definition of Terms	'Works' shall mean and include all the activities to be carried out as per the detailed scope of the work.	'Works' shall mean and include all the activities to be carried out as per the detailed scope of the work.
15.	25	INTRODUCTION a) Definition of Terms	'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.	'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. Such declaration by the Owner, however, shall not relieve or absolve the Successful Bidder of any of his obligations under the Contract.
16.	30	Section III-46 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.	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.
17.	31	Section III-50 e)	The Successful Bidder shall be provided with one signed original one and the other two will be retained by the SMPK AOC.	The Successful Bidder shall be provided with one signed original one and the other two will be retained by the SMPK.

18.	33	Section III-55 b)	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.	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.
19.	34	Section III-57 c)	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	The Owner shall also have right to recover from the Successful Bidder any sum required or estimated to be required for making good the loss or damage suffered by the Owner
20.	34	Section III-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.	Effectiveness of the Contract The Contract shall be considered as having come into force from the date of the Award of Contract unless otherwise provided in the Award of Contract.
21.	37	Section III-68. (b) Payments	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.	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 on quarterly basis within 15 days after end of quarter. Any delay in payment will attract 7% simple interest per week or part thereof on quarterly payment amount. Failure to disburse two consecutive quarterly payments timely by the contractor to SMPK will lead to termination of contract without any further notice, forfeiture of SD and seizure of asset.
22.	37	Section III-68. (c) Payments	The CMS dashboard (as applicable) access shall be provided to SMPK for verifying the monthly revenue out of the charging.	The CMS dashboard (as applicable) access shall be provided to SMPK for verifying the monthly revenue out of the charging. Monthly consumption of power on account of EV charging shall be certified by the representative of SMPK and authorised person of contractor.
23.	39	Section III-76 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	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 INR 2,23,629/-for every week's delay or any part thereof, subjected to a maximum of INR

			any part thereof, subjected to a maximum of INR 50,000/- . The amount of penalty can be recovered from any amount including performance security.	44,72,571/- . The amount of penalty can be recovered from any amount including performance security.
24.	40	Section III-77 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.	Pursuant to clause above, Successful Bidder shall hand over the entire installed system to SMPK as per asset list. The performance bank guarantee may be withheld till the completion of asset transfer as per the discretion of SMPK.
25.	42	Section IV-79 a)	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.	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.
26.	43	Section IV-80 g)	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.	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.
27.	43	Section IV-80 l)	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 Indian or latest announcement if any)	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 Indian or latest announcement if any)
28.	44	Section IV-81 e)	Development of necessary network IT infrastructure for sharing of real time information pertaining to public charging station with SMPK.	Development of necessary network IT infrastructure for sharing of real time information pertaining to public charging station with SMPK.
29.	46	Section IV-85	User functionalities: Charging station must support at least the following functionalities for EV users	User functionalities: Charging station must support at least the following functionalities for EV users
30.	46	Section IV-85	Authentication methods available (at least 2 methods: app-based and RFID cards).	deleted

31.	46	Section IV-85 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 IEC61850-90-8/IS17017. The interface between the charger and Concessionaire must be reliable internet connectivity (Ethernet, 3G/4G).	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 IEC61850-90-8/IS17017. The interface between the charger and Concessionaire must be reliable internet connectivity (Ethernet, 3G/4G/5G).
32.	48	Section IV-86	<ul style="list-style-type: none"> • Capacity of battery swapping facility number of batteries and charging capacity of each battery. • Usage statistics-timestamps of charging usage. • Power consumption- Separately for coach charging point and battery swapping facility. 	<ul style="list-style-type: none"> • Capacity of battery swapping facility number of batteries and charging capacity of each battery. • Usage statistics-time stamps of charging usage. • Power consumption-Separately for coach charging point and battery swapping facility.
33.	51	Section IV-89 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.	Deleted
34.	52	Section IV-90 e)	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.	In case of any conflict between any section of the aforementioned notification and any section of this tender document, it will be at the discretion of Engineer-In-Charge.
35.	56	Annexure-B	Format of Indemnity Bond	Revised Format of Indemnity Bond is appended as Annexure-B .
36.	59	Annexure-D	Proforma for Form of Agreement	Deleted. Revised Proforma for Form of Agreement will be provided during the award of contract. The said revised proforma will be more or less in the same line of Model Agreement issued by Ministry of Power vide OM no. 12/2/2018-EV (Comp No. 241852) dated 17.09.2024.
37.	65	Annexure-E	Proforma for Performance Bank Guarantee	Deleted. Revised Proforma for Performance Bank Guarantee is appended as Annexure-E1 .

(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/Direcor-----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 & Electrical Engineering Department, SMP, Kolkata against all damages and accident to the Labourer Tenderer/contractor.
3. NOW THIS BOND OF INDEMNITY WITHNESSTH 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/Direcor----- Hereto set and 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:

Annexure-E1

Draft Pro-forma of Performance Bank Guarantee (Performance Bond) in lieu of 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 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 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 Guaranteeconstituted 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 tothe 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, Kolkatato 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 us

... ..Branch, 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.

Checklist for documents to be uploaded**[Bidder to submit this document completely filled up for evaluation of its offer]****Name of the Firm:**

Sl. No.	Documents to be uploaded as per instructions of NIT	Details of Documents as Uploaded
1.	Earnest Money (details of Banker's cheque / Demand Draft / Pay order/ Insurance Surety Bond/ Fixed Deposit Receipt No. with date or Udyam Certificate No. with validity period/ DPIIT issued Start up Certificate, if applicable, to be mentioned here)	
2.	Tender Fee (details of Banker's cheque / Demand Draft / Pay order/ Insurance Surety Bond/ Fixed Deposit Receipt No. with date or Udyam Certificate No. with validity period/ DPIIT issued Start up Certificate, if applicable, to be mentioned here)	
3.	PAN No.	
4.	GST Regn. certificate No.	
5.	ESI Regn. No. (If registered)	
6.	Affidavit/Indemnity Bond Uploaded (Yes/No) (If ESI Registration is not applicable for the firm)	
7.	PF Regn. No.	
8.	Trade License Details	
9.	Professional Tax No.	
10.	Undertaking (Annexure-G) Uploaded (Yes/No)	
11.	Form -D, Covering letter Uploaded (Yes/No)	
12.	Schedule 'O' Uploaded (Yes/No)	

13.	Status of Tenderer (i.e. Pvt. Ltd./Partnership/Proprietorship etc.)		
14.	Power of Attorney, (for Pvt. Ltd. or Ltd. Company or Partnership Firm or Proprietorship Firm, as per applicable clause of NIT)		
15.	Company Registration Certificate, as applicable		
16.	Documents related to JV as applicable		
17.	"Financial Turnover (Average of Last 3 year turnover shall be 30% of the Tender value)"	FY: 2022-23	Rs.
		UDIN:	
		FY: 2023-24	Rs.
		UDIN:	
		FY: 2024-25	Rs.
18.	Details as required for any Payment [Scanned copy of unissued cheque is to be uploaded.]	Name of Bank with Code	
		Branch Name	
		Type of A/C	
		A/C no.	
		MICR Code	
		IFSC No.	

Note: No field is to be left blank.

Signature of Tenderer.....

Name:

Designation:

Date:

Seal of the Tenderer.....