

ALLOTMENT OF SMPA LAND FOR DEVELOPMENT, OPERATION, MAINTENANCE AND RUNNING OF TRUCK PARKING FACILITY AT MEGA INTEGRATED PARKING PLAZA ON OIL INSTALLATION ROAD , PAHARPUR (EARLIER ALLOTTED TO KHEMCHAND RAJKUMAR & OTA FALLOONS) AT KDS, SMPA FOR CONSECUTIVE FIFTEEN YEARS FROM COMMENCEMENT OF OPERATION AS PER CONTRACT.

TENDER No:- SMPK/KDS/CIV/T/3037/14 dated 11-05-2026



**TENDER DOCUMENT
FOR
ALLOTMENT OF SMPA LAND FOR DEVELOPMENT,
OPERATION, MAINTENANCE AND RUNNING OF TRUCK
PARKING FACILITY AT MEGA INTEGRATED PARKING PLAZA
ON OIL INSTALLATION ROAD , PAHARPUR (EARLIER
ALLOTTED TO KHEMCHAND RAJKUMAR & OTA FALLOONS)
AT KDS, SMPA FOR CONSECUTIVE FIFTEEN YEARS FROM
COMMENCEMENT OF OPERATION AS PER CONTRACT.**

**TENDER No:- SMPA/KDS/CIV/T/3037/14
Dated 11-05-2026**

**CIVIL ENGINEERING DEPARTMENT
SYAMA PRASAD MOOKERJEE PORT,
KOLKATA**

ALLOTMENT OF SMPA LAND FOR DEVELOPMENT, OPERATION, MAINTENANCE AND RUNNING OF TRUCK PARKING FACILITY AT MEGA INTEGRATED PARKING PLAZA ON OIL INSTALLATION ROAD , PAHARPUR (EARLIER ALLOTTED TO KHEMCHAND RAJKUMAR & OTA FALLOONS) AT KDS, SMPA FOR CONSECUTIVE FIFTEEN YEARS FROM COMMENCEMENT OF OPERATION AS PER CONTRACT.

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NOTICE INVITING TENDER / SCHEDULE OF TENDER

e-tender under “Single ₹cover two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid)” is invited for the work “Allotment Of SMPA Land For Development, Operation, Maintenance And Running Of Truck Parking Facility At Mega Integrated Parking Plaza On Oil Installation Road, Paharpur (Earlier Allotted To Khemchand Rajkumar & Ota Falloons) At KDS, SMPA For Consecutive Fifteen Years From Commencement Of Operation As Per Contract” and without further renewal option, from bonafide and willing tenderers through e-tender mode.

E-tender Document and extension-notice / corrigendum/ addendum/ clarifications/ any other notice, if any are being hoisted in the websites of Syama Prasad Mookerjee Port, Kolkata(<https://smp.smpportkolkata.in/smpk/en/>) and CPP Portal (<https://eprocure.gov.in/eprocure/app>). The CPP Portal shall have to be accessed for the sake of submission of bid, while SMPK website is only for the purpose of viewing / intimation of the prospective bidders.

a.	Tender No., निविदा संख्या	SMPK/KDS/CIV/T/3037/14 dated 11/05/2026
b.	Mode Of Tender निविदा का तरीका	e-Procurement System (Online Single Cover Part I - Techno-Commercial Bid and Part II - Price Bid through CPP Portal) The intending bidders are required to submit their offer electronically through https://eprocure.gov.in/eprocure/ app No physical tender shall be accepted by the office of SMP,KOLKATA, except some specified documents (as mentioned here under in this e-tender document). The said specified documents if any shall have to be submitted to the Office of Chief Engineer, Syama Prasad Mookerjee Port, Kolkata (SMPK) within due date and time..
c.	Reserve Annual Parking Operator Fee आरक्षित वार्षिक पार्किंग ऑपरेटर शुल्क	₹ 15,24,960 (Rupees Fifteen Lakh Twenty Four Thousand Nine Hundred Sixty) payable from the 1st day of the 5th Quarter from the date of issue of the Letter of Award. [Without GST]
d.	Earnest Money Deposit बयाना राशि	₹ 30,500 (Rupees Thirty Thousand Five Hundred only)

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e.	Tender Document fee (Non-refundable) निविदा दस्तावेज शुल्क (अप्रतिदेय)	₹ 1,770 (Rupees One Thousand Seven Hundred Seventy only)
f.	Payment Mode For Tender Document Fee & EMD(Earnest Money Deposit) भुगतान का तरीका	Cost of tender and Earnest Money Deposit through (a) Insurance Surety Bond / A/c payee DD / FD receipt / Banker's Cheque /online payment in an acceptable mode Bank Details of SMPA is as follows :- A/C: Syama Prasad Mookerjee Port, Kolkata A/c No: 067502000000491 IFSC: IOBA0000675 Bank Name: Indian Overseas Bank Branch Name: STRAND ROAD Branch
g.	Date Of NIT Available To Parties To Download पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	12/05/2026 to 08/06/2026 (up to 14:00 Hours)
h.	Last Date Of Submission Of Receipt Of EMD & Tender Document Fee Instrument(S) एसएमपीए में ईएमडी और निविदा दस्तावेज शुल्क उपकरण की प्राप्ति की अंतिम तिथि	08/06/2026 (up to 17:00 Hours)
i.	Date Of Starting Of E-Tender For Submission Of Online Techno-Commercial Bid And Price Bid At CPP Portal के लिए ई-निविदा शुरू होने की तिथि सीपीपी पोर्टल पर ऑनलाइन टेक्नो-कमर्शियल बिड और प्राइस बिड जमा करना	25/05/2026 from 10:00 Hours
j.	Date Of Closing Of Online E-Tender For Submission Of Techno-Commercial Bid & Price Bid. तकनीकी वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन सीपीपी पोर्टल बंद करने की तिथि	08/06/2026 (up to 15:00 Hours)

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k.	Date & Time Of Opening Of Techno-Commercial Bid. तकनीकी-वाणिज्यिक बोली खोलने की तिथि और समय।	09/06/2026 (after 15:00 Hours)
l.	Site Visit Followed By Pre-Bid Meeting साइट विजिट के बाद प्री-बिड मीटिंग	22/05/2026 at 11:00 hrs REQUEST FOR SITE INSPECTION / MEETING AFTER THE DUE DATE MAY NOT BE ACCEPTED BY SMPA.

Note:

1. Opening of on-line Techno-commercial & Price bids and hard copies of documents are not public events and hence, presence of bidders is not required for such events.
2. However, opening of sealed envelopes containing e-tender fee and EMD is a public event. Bidders or their authorized representatives may attend during opening of e-tender fee and EMD envelopes.
3. The e-tender offer shall have to be submitted by the bidder / tenderer only through <https://eprocure.gov.in/eprocure/app>
4. In the event of any unforeseen closure of work / holiday on LAST due DATE OF SUBMISSION / OPENING OF TENDER, the DATE WILL BE AUTO EXTENDEED on the next working day without any further notice.

CHIEF ENGINEER
CIVIL ENGINEERING DEPARTMENT
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ELIGIBILITY / PRE-QUALIFICATION (PQ) CRITERIA OF THE BIDDER:

(i) The bidder shall be a legal entity with Previous Experience # in parking operation and management (including Joint Venture and Consortium) is eligible to participate in tendering.

(ii) The entity remitting the e-tender fee and EMD and submitting the bid, must be the same entity.

(iii) Average Annual Turnover for the last three financial years ending on 31st March 2025 should not be less than 30% of Reserved Annual Parking Operator Fee i.e Rs 4,57,488/-

(iv) The bidder shall submit an authorization as per the format attached at **Appendix-II / Power of attorney**, authorizing the signatory of the bidder to sign & submit the tender.

(v) Self-certified copy of non-Blacklisting as per format provided in **Appendix IV**.

(vi) All the e-tender conditions are to be fulfilled.

Aggregate Value(s) of (a) such successfully completed work(s) within last seven years ending on 30.04.2026 and / or (b) satisfactory execution i.e completion of at least three years for such ongoing work(s) within last seven years ending on 30.04.2026 - to be not less than the Reserved Annual Parking Operator Fee – to be substantiated by copies of work orders , work certificates and relevant Income Tax returns as per to be submitted to Govt. Of India IT Rules.

(vii) Fulfilment of conditions of JV, LLP, Consortium as given hereafter.

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CONDITIONS FOR CONSORTIUM / JOINT VENTURE PARTICIPATION:

Bidders: - The following types of entities fulfilling the Pre-Qualification Criteria shall be eligible to participate as Bidder/ Consortium Bidder under this Tender Document (hereinafter "Bidders"):

- (i) A proprietorship firm owned / operated / managed exclusively by an Indian national domiciled in India;
- (ii) A partnership firm duly registered under The Indian Partnership Act, 1932.
- (iii) A limited liability partnership incorporated under The Limited Liability Partnership Act, 2008.
- (iv) A company within the meaning of Companies Act, 2013.

For Consortium Bidder(s):

- (i) All the constituent members of a Consortium Bidder must fall under any of the categories stated as above;
- (ii) Where a Consortium Bidder is declared to be the L1 Bidder, members of such Consortium Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013 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.

Non-compliance with the aforesaid instructions shall be construed to be non-responsive acts of such unincorporated Consortium Bidder to the Tender Documents.

1. A Consortium Bidder shall not comprise of more than 3 (three) Bidders out of which the Bidder fulfilling the following requirements shall constitute the Lead Member of the Consortium Bidder:
 - (i) the Bidder shall be principally engaged in the business of activities as per eligibility / pre-qualification criteria;
 - (ii) the Bidder's credentials should contribute towards more than 50% (fifty percent) of Pre-Qualification Criteria (excluding GST).
2. The other members of such Consortium Bidder shall expressly authorize the Lead Member by way of valid and irrevocable power of attorney(s) to submit all necessary documents and undertakings in connection with the participation in the Tender and all such acts of

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the Lead Member shall be binding on the constituent members of the Consortium Bidder. The Lead Member of the Consortium Bidder shall submit certificates from practicing chartered accountants and/or its statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the Lead Member's qualifications, as stated above.

3. Notwithstanding anything contained herein or any other document, the Lead Member of a Consortium Bidder shall be liable for and responsible to the Tender Authority for all acts of the members of the Consortium Bidder.
4. Each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria. In case of two member JV , both the members are required to fulfil at least 50% (fifty percent) of the Pre-Qualification Criteria.
5. Members of a Consortium Bidder shall not be permitted to participate individually or as part of another Consortium Bidder, with respect to this Tender.
6. All the procedures mentioned hereinafter regarding the Bid submission and payment process shall be done by the Lead Member of the Consortium Bidder.
7. There shall not be any change in control (whether directly or indirectly) of any non-individual or juristic entity participating as a member of a Consortium Bidder post submission of the Bid Documents.
8. 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.
9. 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

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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 and Applicable Laws.

10. PARTICIPATION AS A CONSORTIUM :-

- (a) Each member Bidder of the Consortium Bidder shall also submit certificates from practicing chartered accountants and/or their respective statutory auditor (if applicable) to the Tender Authority (as part of the Bid Documents) certifying due compliance of the respective member Bidder's qualifications.
- (b) All joint venture agreements, consortium agreements, technical collaboration agreements, financing agreements, etc. ("**Consortium Bid Documents**") which shall ensure that all member Bidders of the Consortium Bidder shall remain jointly and severally liable for implementation of the Works.
- (c) The Consortium Bid Documents shall explicitly set forth the scope and responsibilities of all the members of the Consortium Bidder in terms of financial and technical commitments/contribution.
- (e) Authorization in favour of the Lead Member of the Consortium Bidder shall be evidenced by a power of attorney duly signed by the members of the Consortium Bidder as per the format enclosed in the Tender Document.
 - (i) The Consortium Bidder shall constitute a committee which shall be primarily responsible for all liaison activities with the Tender Authority and other regulators during the bidding process and tenure of the Works.
 - (ii) The Consortium Bid Documents and the terms thereof shall remain valid and irrevocable for the entire term of the Works and till such time the SD is released by the employer.
 - (iii) The members of a Consortium Bidder shall have demonstrated to the satisfaction of the Tender Authority their respective financial soundness and adequacy of equipment, fleet, cash and cash equivalents to perform their respective obligations under the Tender, if awarded.

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- (iv) The members of the 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.
- (v) The members of the Consortium Bidder shall jointly and severally indemnify and keep indemnified the Tender Authority from any losses arising out of or in connection with their performances under the Tender and/or the Award of the Tender.
- (vi) 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.
- (vii) None of the members of a Consortium Bidder should have been blacklisted by any Governmental or Regulatory Authority and none of members of the Consortium Bidder should be subject or have been subject to proceedings under anti-corruption laws, anti-dumping laws, trade laws and anti-foreign sanction laws and/ or has been involved in (on currently involved in) proceedings pertaining to bid rigging and cartelization.
- (viii) 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.
- (ix) It is clarified that an unsuccessful Bidder or any member of an unsuccessful Consortium Bidder shall not participate directly/ indirectly in the Works in any manner whatsoever, after the Award of the Tender has been made in favour of the Contractor.

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(x) The Lead Member shall on behalf of itself and each of the Members of a Consortium Bidder, provide as part of the Bid Documents:

1. a Power of Attorney as per format given at Appendix-1, authorizing the Lead Member to act on behalf of the members of the Consortium Bidder;
2. all information of the participant members in a Consortium Bidder, as applicable to a standalone Bidder;
3. a statement of inter-se allocation of work and responsibilities between the members of the Consortium Bidder vis-à-vis the Works;
4. a statement of overlapping responsibilities and work
5. a list indicating the extent of third party dependency;
6. Duly executed and stamped (with adequate stamp duty) a Joint Bidding Agreement (JBA) (substantiated in the form specified at Appendix-5 , for the purpose of submitting Tender;
7. An undertaking to the effect that:
 - A. Where a Consortium Bidder is declared to be the L1 Bidder, members of such Consortium Bidder must incorporate a joint venture entity or a special purpose vehicle, either as a limited liability partnership under The Limited Liability Partnership Act, 2008 or a company within the meaning of Companies Act, 2013, 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;
 - B. There shall not exist any agreement, contract, deed, memoranda, etc. inter se the members of the Consortium Bidder, other than the Consortium Bid Documents and the Project Documents to be submitted to the Tender Authority;
 - C. No scope of work shall be sub-contracted to any Person suffering from "Conflict of Interest" or whose Bid has been rejected by the Tender Authority;

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D. No change in constitution or shareholding of the Consortium Bidder shall be permitted till expiry of Tender Period.

E. Each of the members of the Consortium Bidder shall continue to perform their obligations under the Project Documents regardless of any inter-se dispute or any dispute with the Tender Authority, and such pending disputes shall not result in delaying, stoppage or cessation of Works;

F. The members of the Consortium Bidder shall be jointly and severally liable to obtain necessary clearances, permissions, licenses, approvals, consents, no-objections, etc. as may be required for the Works ;

G. The members of a Consortium Bidder shall be jointly and severally liable to the Tender Authority in connection with the Tender and the Works .

H. The Tender Authority shall have the right to call for substitution of the Contractor in case of recurring disputes between the members of the Consortium Bidder resulting in delay in the timelines of the Works or there being recurring events of default under the Project Documents.

CONFLICT OF INTEREST

Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process under this Tender, if:

a) Where one Bidder is a related party of another Bidder (within the meaning of section 2(76) of the Companies Act, 2013) Provided however, that if the relationship between two Bidders as related parties, arises ONLY on account of common shareholding by the President of India/ Governor of any State/ All India Financial Institutions, Public Financial institutions, for the purposes of this Tender, it shall be so deemed that there is no conflict of interest between such Bidders.

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b) Where the significant beneficial ownership of two or more Bidders are vested in the same Person or same group of Persons. Provided however, that in Consortium Bidders, group entities of a Group of companies can participate as members of the same Consortium Bidder;

c) A Bidder (or its Affiliates) receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder (or its Affiliates) or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder (or its Affiliates).

d) In cases of Consortium Bidders, such conflict of interest shall be evaluated between the members of one Consortium Bidder and the members of another Consortium Bidder or any other Bidder. If any member of one Consortium Bidder is found to have conflict of interest with a member of another Consortium Bidder or any other Bidder, then it shall be so construed as if the two Consortium Bidders or Bidders have conflict of interest.

e) A Bidder (including Consortium Bidder) shall be liable to be disqualified, if any regular legal, financial or technical adviser/ consultant of the Tender Authority in relation to the Tender is engaged by such Bidder (or any of its Affiliates and where there is a Consortium Bidders, by any member of the Consortium Bidder)) in any manner for matters related to or incidental to the Tender or the bidding process under this Tender. For the avoidance of doubt, this disqualification shall not apply where such regular legal, financial or technical adviser/ consultant of the Tender Authority was engaged by the Bidder (or any of its Affiliates) during the period preceding at least 1 (one) year from the date of issuance of the Tender Document and/or in connection with other projects/ assignments and for different nature of services.

f) The Contractor (whether a Consortium Bidder or not, and in cases of Consortium Bidders, each member of the Consortium Bidder) shall not appoint any regular legal, financial or technical adviser/ consultant of the Tender Authority during the period of the Tender and also during the 3 (three) year period following the expiration of the Tender Period or termination of the Award of Tender in favour of the Contractor, whichever is earlier .

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g) In this regard, it must be borne in mind that suppression of such Conflict of Interest, if detected later, shall not absolve the Consortium Bidder / Bidder of its responsibility and appropriate action shall be initiated in terms of the provisions of this Tender Document, including but not limited to suspension, debarment, blacklisting, etc.

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Annexure-I

TRUCK / TRAILER PARKING TERMINAL DETAILS

Description / Location of Parking lot [Sketch Plan No]	Approx Area of Parking lot (in Sqm) /Capacity in terms of no of Trailers /Trucks at a time	Reserve Annual Fee (In ₹)	EMD (in ₹).
Mega Integrated Parking Plaza On Oil Installation Road , Paharpur (Earlier Allotted To Khemchand Rajkumar & Ota Falloons) At KDS, SMPA. [Sketch No.-10876-I-D-I Dated 10.10.2025]	8423 Sq.Mtr 117 Trailers / Trucks	₹ 15,24,960 /- per annum (excluding taxes)	₹ 30,500/-

NOTE: The sketch is available at Appendix-IX of this e-tender document.

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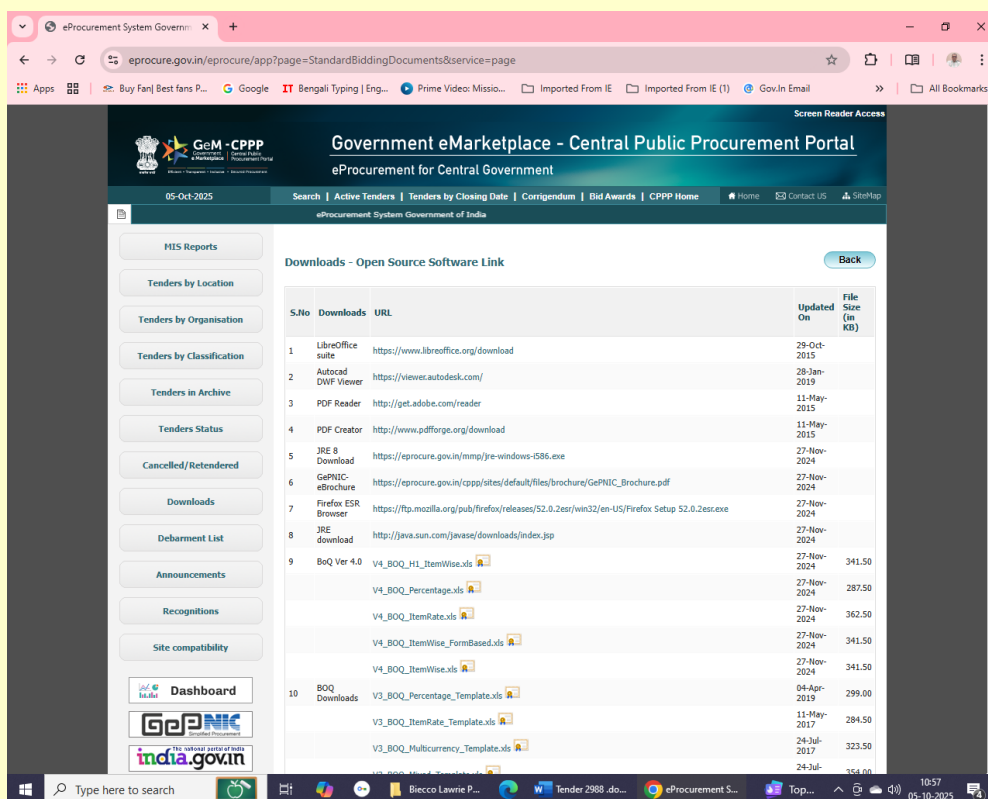
Annexure-II (a)

GUIDELINES FOR SUBMISSION OF BID

This is an e-procurement event of SMP, KOLKATA. The e-procurement service provider is CPP Portal. Bidders are requested to read the terms & conditions of this e-tender before submitting online tender.

For details of the system requirements and “ Instructions for Online Bid Submission “ , may please refer the documents “resources.pdf” and “Instructions_To_Bidder_for_Online_Bid_Submission.pdf” under DOWNLOADS section of CPP Portal

<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>



1) PROCESS OF TENDER:

THE TECHNICAL BID AND THE FINANCIAL BID HAS TO BE SUBMITTED ON-LINE AT <https://eprocure.gov.in/eprocure/app>

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Vendors are required to register themselves online with <https://eprocure.gov.in/eprocure/app>

Contact (CPP Portal):

Central helpline e mail IDs: - support.etender@nic.in, cppp-nic@nic.in

WB helpline e mail IDs: - helpdesk.eproc-wb@nic.in, helpdesk2.eproc-wb@nic.in.

- 2) All entries in the E-TENDER should be entered in online Technical & Commercial Formats without any ambiguity.
- 3) Correspondences regarding the tender (except corrigendum/addendum uploaded) shall be sent by email only during the process till finalization of TENDER. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with <https://eprocure.gov.in/eprocure/app>. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 4) E-tender cannot be accessed after the due date and time mentioned in NIT.
- 5) Bidding in e-tender:
 - a) The process involves Electronic Bidding for submission of Technical and Financial Proposal.
 - b) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - c) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
 - d) The e-tender shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - e) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

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f) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

g) SMPA reserves the right to cancel or reject or accept or withdraw or extend the E-TENDER in full or part as the case may be without assigning any reason thereof.

h) No deviation of the terms and conditions of the E-TENDER is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the TENDER.

6) Any order resulting from this E-TENDER shall be governed by the terms and conditions mentioned therein.

7) The bidders must upload all the documents required as per terms of NIT. The bid will be evaluated based on the filled-in technical & financial formats.

8) Punitive action including suspension and banning of business /debarment from participation in tendering for next 03(three) years / or any other action as deemed proper can be taken by SMPA against bidders submitting fabricated / forged documents.

9) Necessary addendum / corrigendum (if any) of E-TENDER would only be hosted in the e-tendering portal of CPP Portal and smpk portal.

10) Both the Techno-commercial Bid and Price Bid will be opened electronically on specified date and time as given in the NIT.

11) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

12) Opening of Bids:

(i) Opening of Techno-commercial Bid: Techno Commercial Bid will be opened electronically on specified date and time as given in the E-tender Notice. Bidder(s) cannot witness electronic opening of bid since the same is not a public event.

(ii) Opening of Price Bid: Price Bid of only techno-commercially qualified bids shall be opened electronically on date and time as notified after evaluation of techno-commercial bids. Thereafter, the highest rate amongst all the rates received through the Price Bids shall be accepted as a H1 bid for the e-tender for the parking lot.

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Bidder(s) cannot witness electronic opening of bid since the same is not a public event.

13) Contact For Clarification :-

(a) In case of any clarification related to terms & conditions of tender, please contact the official of SMPA (before the scheduled time of the e-tender) , on all working days from 10:30 AM to 5:30 PM.

Sri S Nandy
Executive Engineer (Contract)
C E Department
Fairlie Warehouse
6 , Strand Road , Kolkata - 700001
Contact No.- 033 71012457
Email ID: a.bagchi@smportkolkata.shipping.gov.in

(b) For any technical related queries regarding the bid submission process and difficulties please contact CPP at 24 x 7 Help Desk Numbers available on CPP Portal.

14) Remittance of e-tender fee and EMD:

The e-tender Fee (non-refundable) may be deposited in the form of Account Payee Banker's Cheque / Demand Draft issued by any Commercial Bank or through online in favor of 'Syama Prasad Mookerjee Port , Kolkata ' , payable at Kolkata.

(ii) Also, the bidder shall have to deposit Earnest Money of requisite amount separately as mentioned in Schedule Of Tender given hereinbefore.

(iii) Both the physical instruments (as applicable) towards e-tender fee and Earnest Money shall have to be submitted along with filled in Appendix-I as annexed with this e-tender document containing details of such deposits in a sealed envelope at the office of the Chief Engineer at above referred address earmarked with NIT No. within last date and time of submission.

(iv) The sealed envelope containing the same shall bear the following as provided by CPP to the bidder during registration, legibly super scribed on its outside surface.

- I. Name of the Bidder
- II. Contact No. & Email-id of the bidder...,
- III. 'E-tender No '

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- IV. 'Bidder ID '
- V. 'Contains e-tender fee & EMD' Parking for the tender <Name Of Tender>.

All participating bidders are required to may witness opening of the envelopes containing the said e-tender fee and EMD as per schedule.

(v) The tenderer shall upload the scanned copy / soft copy payment instruments towards the cost of e-tender fee and EMD while submitting the e-tender electronically in the CPP Portal for e-Procurement.

(vi) Also, all off-line documents as applicable for the bidder concerned and as mentioned in Annexure-VI, if any, shall also have to be submitted at the office of Chief Engineer within the same time schedule as mentioned in the SOT.

(vii) E-tender / offer without the e-tender fee and / or EMD or deposited in any other form (say, by A/c Payee Cheque/ Cash) shall not be considered for evaluation.

E-TENDER FEE AND EARNEST MONEY NOT RECEIVED WITHIN THE STIPULATED TIME OR RECEIVED IN ANY OTHER MANNER SHALL NOT BE CONSIDERED.

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Annexure-II (b)

DOs and DON'TS FOR BIDDERS PARTICIPATING IN TENDERS

WHAT BIDDERS SHOULD DO :

Bidders must ensure themselves enough time to respond to the tendering opportunity: Proactive planning is crucial to make a successful bid.

Read and become familiar with the bid documents. It is crucial that bidders fully understand the requirements and bidding criteria so that bidders can submit a fully compliant bid.

Bidders are again **strictly advised** to go through the information and instructions available under following pages on CPP Portal <https://eprocure.gov.in/eprocure/app>

#Syama Prasad Mookerjee Port insists on pre-bid responses and there may be pre-bid meetings and presentations or briefing events. Bidders are expected to participate in such meetings.

Do submit completed bid early. E-Sourcing systems may slow down and crash when trying to upload multiple documents close to bidding deadlines.

Adhere to all of the rules and requirements outlined in the bid documentation: Mandatory requirements (documents, information and response) need to be read carefully before submission of Bid.

Check websites of <https://smp.smporkolkata.in/smpk/en/> and <https://eprocure.gov.in/eprocure/app> regularly for E-tender document (Notice / addendum / corrigendum / clarification)

For Bid submission bidders have to visit CPP Portal website i.e. <https://eprocure.gov.in/eprocure/app>

For viewing of E-tender information bidders may visit SMP, KOLKATA website i.e. <https://smp.smporkolkata.in/smpk/en/>

Bidders are to submit bidder's offer **electronically only. No e-tender shall be accepted by the SMP, KOLKATA office in hard copies.**

Ensure that bidders note the **crucial** Dates in connection with a particular Tender(s). They are as follows:

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*Date of NIT available to bidders to view

*Date of Pre-Bid Meeting

*Last Date and Time of remittance of E-tender Fee& EMD (Earnest Money Deposit)

*Last Date and Time of submission of online Techno-Commercial and Price Bid at <https://eprocure.gov.in/eprocure/app>

#Ensure that bidders Inspect the Plot / Structure before Bidding.

Please note that it is the responsibility of the intending bidder to inspect the plot / structure on their own arrangement before pre bid meeting. SMP, KOLKATA will try to provide assistance during inspection of plot / structure.

WHAT BIDDERS SHOULD NOT DO

Not attending Pre-Bid meetings arranged for by Syama Prasad Mookerjee Port, Kolkata.

Shouldn't delay opening or reading the bid documentation.

Shouldn't submit invalid documents/certificates.

Shouldn't enter false data / forged documents. Such act shall lead to forfeiture of EMD/Security Deposit and punitive action as stated earlier.

Shouldn't leave submitting completed bid to the last minute.

#Don't tamper with e-tender document Form provided by SMP, KOLKATA.

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Annexure-III

GENERAL INFORMATION & INSTRUCTIONS, PAYMENT TERMS AND CONDITIONS OF CONTRACT

1. Sketch Plan showing the Parking area is attached as Appendix-IX with this e-tender document.
2. The Parking lot as per table under Annexure-I will be allotted in a single parcel and will not be subdivided into parts to accommodate more than one Contractor.
3. The Parking lot will be allotted on 'as is where is' basis. The successful bidder / tenderer shall have to operate and maintain the parking lot during the period of contract.

4. Eligibility / Pre-Qualification (PQ) Criteria Of The Bidder:

Please refer Page 6 of 44 as above.

5. Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the prospective tenderer shall be considered to be valid to participate in tender, only if he/she pay the dues before submission of tender and submits the proof thereof alongwith physical Tender Cost, EMD. Failing above, the bidder shall be declared disqualified in the tender process & EMD will be forfeited.

6. Inspection of site:-

An inspection of the parking lot will be arranged on scheduled date as mentioned in SOT before the Pre-Bid Meeting. Interested tenderers are advised to participate in the site inspection.

The tenderer shall be deemed to have inspected the Parking Lot and the facilities available there, before quoting rate. No cost incurred by the tenderers in preparing their e-tender or attending inspection of the site will be reimbursed by the Port.

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7. Pre-Bid Meeting:-

A pre-bid meeting will be held at the office of the Traffic Manager, TRAFFIC DEPARTMENT, 40, C.G.R. ROAD, KOLKATA- 700043 on schedule date as mentioned in SOT. Attending the Pre-Bid Meeting is not mandatory but bidders are advised not to skip the meeting.

For clarification regarding technicality of downloading and submission of Bid for e-tendering, CPP may be contacted over the help desk numbers available on CPP Portal <https://eprocure.gov.in/eprocure/app>

8. Query pertaining to bid:

- a) Bidders may send advance queries to the e-mail (a.bagchi@smpportkolkata.shipping.gov.in/s.nandy@smpportkolkata.shipping.gov.in) within the timeschedule mentioned in the SOT. SMP, KOLKATA will be at liberty to amend the e-tender document and issue addendum, if needed, pursuant to receipt of such queries or otherwise. However, no separate reply to the queries shall be made to the respective bidders.
- b) The same, if issued, shall ipso facto become part and parcel of the e-tender document and shall be hoisted in the websites ONLY.
- c) Besides, any other addendum, if issued, shall also be hoisted in the websites and the same shall likewise become part and parcel of the e-tender document.
- d) Hence, prospective bidders are advised to visit the website (i.e. <https://eprocure.gov.in/eprocure/app>&<https://smp.smpportkolkata.in/smpk/en/>) accordingly up to the date (or revised date, if any) of submission of tender.
- e) For clarification regarding technicality of downloading and submission of Bid for e-tendering, CPP may be contacted over the help desk numbers available on CPP website (<https://eprocure.gov.in/eprocure/app>). Queries pertaining to the matters may be forwarded before schedule date as mentioned in SOT to the email ID s.nandy@smpportkolkata.shipping.gov.in.

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9. E-tender participation Fee:-

E-tender Document has been hosted in the web sites of Syama Prasad Mookerjee Port, (<https://smp.smpportkolkata.in/smpk/en/>) and CPP Portal (<https://eprocure.gov.in/eprocure/app>). Interested tenderers may download the e-tender document from the said websites. For participation in the tender, CPP Portal may only be used. The intending tenderers should submit the e-tender fee(non-refundable) along with their offer otherwise their offer will be summarily rejected. The procedure for submission of e-tender fee may be followed as detailed in **Annexure- II**.

10. Earnest Money:

- (a) The Earnest Money is mentioned in SOT / Annexure-I. The tenderers intending to bid shall be required to submit the said amount of Earnest Money along with their offer otherwise their offer will be summarily rejected. The procedure for submission of Earnest Money may be followed as detailed in Annexure-II.
- (b) The amount of Earnest Money will be refunded to the unsuccessful tenderers without interest after finalization of the e-tender unless bidder does not commit any mistake detailed hereunder as liable for forfeiture of Earnest Money. In the case of successful tenderer, the EMD shall not be refunded, and instead, the same shall be adjusted /converted with the amount of the following: (i) Security Deposit or (ii) Annual Rent, after request from the successful bidder for such adjustment.
- (c) Mere submission of offer will not mean that the offer will be automatically considered qualified and bid will be entertained.

11. Forfeiture of Earnest Money: -

- a) The Earnest Money shall be forfeited if the tenderer withdraws its offer during the interval between the last date/time of submission of the offer AND expiration of the validity period of the offer (including extension thereof). In this connection, clause no. 14 below may also be seen.

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- b) In case, if it is found that E-tender fee has not been remitted by the bidder, the offer submitted by that particular bidder shall be cancelled and EMD amount deposited by that bidder along with the offer for the parking lot shall be forfeited.
- c) The Earnest Money shall be forfeited in case of not quoting above the Reserve Annual Fee as in **Annexure-I**.
- d) The successful bidder shall have to accept the terms & conditions of the offer of Contract and deposit Security Deposit and quarterly fee for consecutive two quarters within a period as specified in this e-tender document, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited.
- e) In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in **Appendix – V**, the same should be cleared by the successful bidder within 30 days of issue of the Offer letter, failing which he will be declared disqualified for the e-tender and the offer letter will be treated as cancelled. In such case the EMD will also be forfeited in full.
- f) The documents submitted 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.
- g) Non-acceptance of offer letter in any manner, as detailed in clause No. 21 hereunder.
- h) Subsequently deviating from the terms & conditions of the tender.

12. Payment terms:

- (i) The successful bidder shall make payment quarterly & 90 days in advance of the respective quarter throughout the contract period (which would be as per his quoted annual fee accepted by SMP, KOLKATA plus applicable taxes or with annual escalation whichever is applicable) in the form of Demand Draft .

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Payment for the first Quarter should accompany security deposit detailed hereunder through separate Demand Draft issued by any Nationalized Bank of India drawn in favour of 'Syama Prasad Mookerjee Port , Kolkata ' within 30 days of issuance of offer letter by SMP, KOLKATA. First Quarter Payment should accompany advance Payment for second Quarter too.

- (ii) No annual escalation shall be applicable upto the 1st year from COD. After that, the Reserved Annual Parking Charges shall be enhanced annually @ 60 % (sixty percent) of the variation of the Whole Sale Price Index for all commodities (as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, G.O.I) from the COD date upto the first month of the last quarter of previous year.
- (iii) If the Quarterly fee bills are not received by the contractor within the 10th day of beginning of the preceding quarter in which the Quarterly fee bill is supposed to be raised every quarter, duplicate bill(s) will have to be compulsorily collected by the contractor at their arrangement from the office of the **Traffic Manager**, Subhash Bhawan, 40, C.G.R. Road, Kolkata-700043 for the purpose of payment within the due date which shall be 15th day from the beginning of the Preceding quarter of that year of operation (in case the 15th day is a holiday of the Trustees, the next working day shall be the maximum allowable period for such payment).
- (iv) Maximum period allowed for payment of each Quarterly fee from 3rd quarter onwards with interest may be 90 days from beginning of Preceding quarter. Failing in making payment of quarterly fee within this maximum permissible time will directly lead to cancellation of contract.
- (v) Interest: Delay in making payment of Quarterly Fee shall attract interest thereon as per rate of interest in vogue (currently rate of interest is 14.25% per annum). Due date shall be 15th day from beginning of preceding quarter of that year of operation for payment of quarterly fee for 2nd quarter onwards. The currency of payment shall be INR.
- (vi) The tax components will be as in vogue from time to time. Presently, the tax components are as mentioned below: -

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Items	GST with all applicable cess
Annual fee	18.0 % on annual fee or as may be reviewed by Govt. of India

Note: GST No of SMP, KOLKATA is 19AAAJK0361L1Z3.PAN No of SMP, KOLKATA isAAAJK0361L.

(vii) Work order for operation of Truck / Trailer parking to the successful bidder will be issued only after deposition of the demand drafts for 1st quarter and 2nd quarter fees plus applicable taxes and Security Deposit.

(viii) If the offer letter is not accepted by the successful bidder and/ or requisite Quarterly fee including taxes for the 1st quarter and 2nd quarter of 1st year of operation and / or Security Deposit is/are not made within 30 days of offer letter issued by SMPA , then SMPA will have the right to cancel the offer and forfeit the Earnest Money.

(ix) The successful bidder will be required to deposit requisite amount of interest for the desired period of extension, along with his/her application for extension of time, if accepted by SMP, KOLKATA.

13. Security Deposit (SD):

- Amount of the security deposit is 10% (ten percent) of the Reserved Annual Parking Operator Fee i.e Rs 1,52,496 /- .
- The successful bidder shall remit Security Deposit through Insurance Surety Bond, Account Payee Demand Draft / Banker's Cheque, Manager's Cheque, Fixed Deposit Receipt or Bank Guarantee from any Commercial bank in favour of Syama Prasad Mookerjee Port, Kolkata or online through NEFT/ RTGS payable at Kolkata.
- The successful bidder may convert the EMD into SD and pay the balance SD.
- The SD shall be refunded without interest after 180 days beyond contract duration of 15 years from COD or actual year of operation subject to deduction of outstanding dues, if any.

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- e) In the event of the Security Deposit being found insufficient or if the Security Deposit has been wholly forfeited, the balances of the total sum recoverable as the case may be, shall be deducted from any sum due to contractor or which at any time thereafter may become due to the contractor under this or any other contract with SMP, KOLKATA. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall forthwith pay to SMP, KOLKATA on demand of the remaining balance due.
- f) In the event of any default on the part of the contractor to comply with any of the terms of this contract or in the event of summary termination of the contract by SMP, KOLKATA under any clause(s), SMP, KOLKATA shall have the right to forfeit the entire or part of the amount of security deposit, lodged by the contractor and to appropriate the Security Deposit or any part there of or towards the satisfaction of any claim of SMP, KOLKATA for any damage, losses, costs, charges or expenses or otherwise whatsoever. The decision of the SMP, KOLKATA in respect of such damages, losses, cost, charges or expenses or otherwise howsoever shall be final and binding on the contract.

14. Validity:-

The offer shall be kept valid for a period of 120 (one hundred and twenty) days from the date of opening of the techno- commercial part of the tender. The above validity period is, however, subject to extension, if agreed to by the bidder in response to any request made by SMP, KOLKATA.

15. Substitution, Withdrawal of Tender:-

The tenderer may substitute or withdraw its offer after submission, before the due date and time of submission of offer or any extension thereof. No offer shall be substituted or withdrawn by the tenderer after the due date and time of submission of offer or any extension thereof.

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16. Amendment of E-tender Document:-

At any time prior to the due date for submission of tender, KDS/SMP, KOLKATA may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the tenderer(s) during the pre- bid meeting or otherwise modify the E-tender Document by the issuance of Addendum in official website of SMP, KOLKATA (<https://smp.smpportkolkata.in/smpk/en/>) and also in the website of CPP Portal (<https://eprocure.gov.in/eprocure/app>). In order to afford prospective tenderer(s) reasonable time in which to take an Addendum into account, or for any other reason, SMP, KOLKATA may, at its discretion, extend the Due Date of Submission of e-tender through appropriate notification in the official website <https://smp.smpportkolkata.in/smpk/en/> and also in the website of CPP Portal (<https://eprocure.gov.in/eprocure/app>)

17. Responsibility of submission of online bid :-

SMP, KOLKATA and CPP shall not be responsible for any problem at the bidder's end like failure of electricity, loss of internet connection, any trouble with bidder's PC etc, which may cause inconvenience or prevent the bidder from bidding in any e-tender. In case of any problem / interruption in service at server end, CPP shall do the needful. Besides, decision of CPP shall be final and binding on all bidders in the event of any dispute as to interruption of connectivity in connection with the tender.

18. Interruption of activities:-

In the event of any unforeseen circumstances such as holidays, Lock Down, bandhs, strikes, transport dislocation etc. on the scheduled day of submission of offers / opening of techno-commercial part or price part of the tender, such activity shall take place at the same time on the next working day of SMP, KOLKATA.

19. Right of acceptance:

Syama Prasad Mookerjee Port reserves the right to accept or reject any or all tenders without assigning any reason thereof.

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20. Offer Preparation Cost:

The bidder shall be responsible for all the costs associated with the preparation of its offer and its participation in the tender. SMP, KOLKATA will not be responsible in any manner for such costs, regardless of the conduct or outcome of the e-tender process.

21. Acceptance to Port's offer of allotment:

After finalization of the e-tender, the offer of Contract for operation, maintenance and running the facility will be made to the successful bidder. The successful bidder shall be required to formally accept the terms & conditions of the offer of Contract and remit requisite Quarterly fee for 1st and 2nd quarter plus applicable GST taxes and Security Deposit within 30 days of issuance of the offer letter, failing which the offer shall stand cancelled and the Earnest Money deposited by the bidder shall stand forfeited. The work order of the parking lot shall be issued only after completion of the required formalities including payment as will be specified in the offer letter.

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Annexure-IV

TERMS AND CONDITIONS OF THE CONTRACT

The terms & conditions of contract and salient conditions of allotment of the Parking lot as enumerated below are to be read in conjunction with the Annexure-III and other terms & conditions as may be imposed by the competent authority while granting the contract.

- 1) **O&M Contract Period:** . O&M Contract Period: 15 years from COD (i.e 1st day of 5 th quarter from the date of award of contract) with escalation @ 60 % of WPI.
- 2) **Purpose:** Exclusively for parking of Lorry / Truck / Trailer and other vehicles more specifically mentioned in the parking charge under clause-5 herein after. The Parking lot must not be used for any purpose other than mentioned above. Using Parking lot for any other purpose will lead to termination of O & M contract.
- 3) **Capacity of the Parking lot:** 117 Trailers/Trucks may be parked in the parking lot at a time.
- 4) **Scope of development** of the Truck Parking Yard (Compulsory) to be undertaken by the contractor / successful bidder / operator . The Operator shall be required to complete the development of the handed over truck parking yard as per following details :-
 - (i) The yard cross section - consolidated subgrade above under minimum 250 mm GSB (granular sub base) under minimum 250mm WMM (Wet Mix Macadam), overlaid with sand bedding 30mm thick under minimum 100 mm Paver Block of M50 grade.
 - (ii) New drain to be constructed (approx. 850 meter length) with drain clear cross section - 500mm X 400 mm (Average) with minimum 200 mm thick drain RCC wall or UG drain with minimum 300 mm dia NP4 hume pipe with gully pits @ not more than 5 meter centre to centre.
 - (iii) Boundary wall repairing may be done as per the requirement.
 - (iv) One labour shelter [of size 21 meter X 13.50 meter, masonry construction with RCC roof] with Wash / Bath rooms , cloth washing areas , Toilet Block and drinking water points.

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- (v) Provision for one security Goomty (Permanent type with minimum inside dimension of 3.50 X 3.50 X 3.50 meter).
- (vi) Provision for car parking facility for minimum two cars.
- (vii) Provision for repairing area for minimum two lorries.
- (viii) Provision for boom barrier (6 meter long).
- (ix) Provision for digital entry exit (parking) system through RFID / License Plate Recognition system.
- (x) Adequate lighting poles / high mast towers so that the Average Illumination Lux, Limiting Glare Index is not below the recommended limit for a Parking Area at fully dark night.
- (xi) Any other relevant infrastructure development work viz:- plumbing and sanitary, electrical, firefighting and others that may be required for proper development of the truck parking area.

4.2 After the parking area / lot has been handed over to the successful bidder after dismantling/ removal of old structures existing on the plot, he / she will be required to submit a detail cost estimate considering all the points as stated above duly prepared by a competent Engineer within one month from the date of handing over of the plot by SMPA. The estimate shall be checked by SMPA and any modification / revision suggested by SMPA shall have to be incorporated before final sanction of such estimate by SMPA.

4.3 The successful bidder / operator shall be required to commence and complete the development work at his / her own arrangement and expense within eighteen (18) months from the date of award (LOA). For such construction within SMPA property premises, KMC permission will not be required to be obtained. The certification of the work shall be done by respective Engineering sections of SMPA.

4.4 The operator may develop other ancillary / related facilities services within the premises. However, the same shall not make the operator liable for any exemption from paying the stipulated Annual Parking Operator Fee.

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4.5 It will be the responsibility of the successful bidder / operator to properly maintain and upkeep all such constructions / developments / erections during the contract period so that after expiry of the contract, the entire infrastructure is handed over to SMPA in a well-maintained condition, without any unattended repair / renovation / restoration. 5)

5) **Parking charges:** The contractor shall collect parking fee not more than as detailed below (as per Traffic Dept. circular No.Tfc/6258-II /Truck Parking dated 26.04.2019 :-

Lorry/Truck/Trailer & any other type of Heavy Motor vehicle meant for Carriage of Goods)

- a) Up to 8 hrs: Rs. 80/-(Incl. GST)
- b) Up to 12 hrs: Rs. 100/-(Incl. GST)
- c) Up to 24 hrs: Rs. 200/-(Incl. GST)

Note:

(a) The above rates shall be applicable beyond 24 hours for first 10 days of Parking in slots of 12 hours each.

(b) From 11th to 15th day, the rates shall be 1.5 times the above rates in slots of 12 hours.

(c) From 16th day onwards the rates shall be 2 times the above rates in slots of 12 hours.

(d) The rate would be the same for loaded/empty truck/trailer.

(e) Annual Parking Operator Fees shall be payable from the 1st day of the 5th Quarter from the date of issue of the Letter of Award (LOA). The 1st day of the 5th Quarter shall be reckoned as the Date of Commencement of Commercial Operation (COD).

(f) The Parking Charges shall be as per above table upto the 1st year from COD. After that, the Parking Charges may be varied by the operator with due intimation to SMPA. Any such variation in any following quarters shall not exceed 60 % (sixty percent) of the variation of the Whole Sale Price Index for all commodities (as published by Office of the Economic Adviser, Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, G.O.I) from the COD date upto the first month of the previous quarter. Charges for additional facility / services as

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developed by the operator shall have to be paid additionally by the user of the facility / services.

6) Penalty

a) The parking area should be swept & cleaned regularly, failure to which will attract a penalty of Rs. 100/- per day up to a week and thereafter Rs. 200/- per day plus GST.

b) Noncompliance of the following activities will attract a penalty of Rs. 100/-per day up to a week and Rs. 200/- thereafter plus GST.

- i. Maintaining compliant book so that users can record their grievances.
- ii. Issue of approved tokens to the users of the system.
- iii. The supervisors and ticket issuers shall wear identity cards & uniforms.
- iv. Cleanliness of the premises.
- v. Absence of required number of staffs in the parking lot.
- vi. Non-compliance to the instructions given by the Engineer and his/her officers.
- vii. Misbehaving with the customer.
- viii. Not maintaining the proper circulation space for the smooth parking of vehicle.

c) If the development work is not completed within the stipulated period as in Cl.4 above or any extension thereof, following amount shall have to be paid by the operator as a demurrage for non-compliance to contract condition:-

= [Total cost of development work as certified by SMPA (-) Cost of completed works as calculated by SMPA]

(d) The amount as calculated as per (a) & (b) above shall be recovered on quarterly instalments with applicable GST thereon.

Any of the following reasons may be considered by SMP, KOLKATA for termination of the contract

- i. For making encroachment on the public parking lot beyond parking space.
- ii. Obstructing the passage of pedestrian traffic.
- iii. For refusal to park any dock bound vehicle when parking is available.

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- iv. Non-willingness to resolve complaints of the vehicles owner / SMP, KOLKATA within reasonable time (15 days from the date of complaint).
- v. For setting up of superstructure in contravention of the terms and conditions.

Note: Decision of SMP, KOLKATA in this regard as mentioned above shall be treated as final and binding for the purpose.

7) Safety & Security measures:

- a) Successful bidder has to arrange firefighting and first aid arrangements inside the Parking lot to the satisfaction of SMP, KOLKATA.
- b) After issuance of work order for the Parking lot, its security, fire-fighting and other civic facilities/arrangement as required unless otherwise specified, shall have to be made by the contractor at their own cost and to the satisfaction of all concerned authorities. In case of any damage to SMPA's property or neighbouring property due to acts of omission/commission of the contractor, the contractor shall have to bear all costs and consequences thereof. The contractor shall be liable for safekeeping of the vehicles in the Parking lot.
- c) The contractor shall follow all safety norms as specified by the competent authority/authorities. They shall have to obtain all statutory clearances as may be required under the law, including environmental clearance, if necessary, at their own cost and arrangement. The contractor will also take all anti-pollution and environment friendly measures in consultation with West Bengal Pollution Control Board and other statutory organizations. The contractor shall be solely responsible for any pollution and environmental degradation arising out of their activities.

8) Guidelines for Parking and Maintenance: -

The Contractor will undertake the following responsibilities:-

- (i) Regular parking and movement of commercial vehicles such as trailers, trucks and in an efficient & organized manner.
- (ii) Provide proper sign board including the locations of parking lot and charges for parking etc.
- (iii) The services for parking shall be provided on 24 x 7 basis.

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- (iv) The parking lot shall always be maintained in neat, clean and hygienic condition. Debris / garbage collected on regular and continuous basis shall be disposed of in an environmentally safe manner on day-to-day basis at his own cost.
- (v) Ensure proper upkeep/ maintenance of the entire Parking lot.
- (vi) Provide adequate personnel for regulating, issuing token, collecting parking charges and recording the entry and exit of vehicles.
- (vii) Method of Collection of parking fees by O&M Contractor: Cash, POS, UPI or any other Digital / Online mode.
- (viii) Maintain proper record of daily / Annual entry /exit of vehicles at the earmarked Parking lot and furnish the same to SMP, KOLKATA periodically and as and when required.
- (ix) Provide requisite security services for safety of the vehicles kept in parking lot. SMP, KOLKATA will not be held responsible for any damages / loss to the vehicles parked in the Contracted area.
- (x) No vehicles should be allowed to be parked outside the designated parking area.
- (xi) The contractor should not occupy excess parking area than the area allotted and if noticed occupying excess parking area, action will be taken to terminate the contract/recover penalty as deemed fit.
- (xii) Give priority to dock- bound vehicles (loaded or empty).
- (xiii) Establish required Computer connectivity at his own cost for integration of his system with SMP, KOLKATA's POMS for the sake of easing out congestion at the entry gates of Docks.

9) Misc. Conditions:

- (i) The Contracted premises shall be handed over to Contractor in its present condition on "as is where is" basis. Contractor shall, at its own cost and expenses, improve the same to use it as parking lot. The Contractor shall obtain all the required statutory permissions from local/State Government authorities concerned to operate the 'Pay and Park' facility before commencement of operation.
- (ii) The Contractor shall hand over peaceful, unencumbered possession of the Contracted premises to the SMP, KOLKATA after expiry of contract period.
- (iii) The Contractor shall provide parking services "on first-come-

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first served” basis.

(iv) The Contractor shall maintain all the relevant data/records for the number of vehicles occupied in parking lot and income earned towards parking charges on the Contracted area and shall furnish the detailed statement of the Contractor on regular basis for administrative purpose.

(v) The Contractor has to liaison with the SMP, KOLKATA's Traffic Department regarding checking of papers / documents of vehicles carrying export cargo so that vehicles with necessary documents will not have to wait at the entry gates of Docks for checking of papers. However, vehicles entering into Docks will have to undergo security check.

(vi) In case CCTV camera surveillance system is installed by SMP, KOLKATA in the parking lot area, same to be safeguarded by the contractor.

(viii) The Contractor will neither display any advertisement nor provide any ailing / beautification at the site without taking permission from SMP, KOLKATA.

(ix) The contractor shall make available the parking site in case of any emergency requirements arises. The contractor shall not make any claim for revenue during this period and the same shall not be entertained whatsoever. Fees payable to SMPA for such period shall also not be payable.

(x) If possible , SMP, KOLKATA may undertake the responsibility of providing Electric connection at the parking Yard. However, the contractor has to pay charges as applicable towards electric consumption in this regard to SMP, KOLKATA from the date of award of the work order of the parking Yard.

(xi) SMP, KOLKATA will provide NOC for drinking water connection at the plot to be arranged by successful bidder from nearby KMC Source.

(xii) If any other requirement is felt necessary to facilitate smooth operation of parking area, then such facility may be provided by SMP, KOLKATA authority on written request by the contractor only to the extent possible.

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10) Transfer / subletting:

No transfer/subletting or sharing of the Parking lot will be allowed. The contractor shall not transfer, assign, sublet or share use of the allotted parking lot or any part thereof with anybody or with any organization. Such action will directly lead to termination of O & M contract.

11) Permission for construction:

The Contractor shall have to construct only structures as per this tender /contract requirement at his own cost with prior approval from SMP, KOLKATA. Existing infrastructure of the parking lot will be handed over in as is where is basis by SMPA. Structures in conformity with the purpose of the Contract, shall only be allowed with prior approval from SMP, KOLKATA. However, this permission will be valid up to the date of the validity/extended validity of the Contract and such approval will not give any leasehold right to the Contractor in respect of the O&M Contract of Parking Lot. Such structures will vest on SMP, KOLKATA after expiry/termination of Contract.

12) Existing Infrastructures :

In case any underground structure / service line (used/ unused / defunct) so far not known, emerges within the demised parking yard at a subsequent date after handing over of the said demised parking yard by SMP, KOLKATA, and poses unforeseen problem to the Contractor, SMP, KOLKATA will consider the same, if requested by the Contractor, within the ambit of the tender terms, to alleviate the distress faced by the Contractor to the extent possible.

13) Encroachment & Termination :

Without prejudice to other appropriate action being taken, charges will be recovered for encroachment of SMP, KOLKATA's space as per prevailing Schedule of Rent of SMP, KOLKATA's Land and Buildings at Kolkata. However, such type of action may lead to termination of contract.

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14) Contractor To Pay All :

The contractor will be required to pay and discharge all present and future rates, cess, taxes, duties, charges, assessments, outgoings and premium in respect of policy of insurance against any risk whatsoever which are now or at any time hereafter be assessed, charged or imposed upon or payable in respect of the Parking lot.

15) Amicable settlement:

If any dispute or difference or claims of any kind arises between the successful tenderer and SMP, KOLKATA 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, whether before or after termination of 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.

16) Arbitration:

(a) 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 from time to time thereafter. The arbitration shall be by a panel of three Arbitrators, one to be appointed by each party and the third to be appointed by 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 Arbitrators within 60 days. If the other party fails to appoint its Arbitrators, the party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 as amended from time to time thereafter.

(b) The place of arbitration shall be in Kolkata, West Bengal, India.

17) Disputes:

In the event of any disagreement / dispute between SMP, KOLKATA and the successful tenderer, disputes shall be resolved under the jurisdiction of appropriate courts in Kolkata only including High Court OF Calcutta.

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18) Indemnity:

The Contractor shall, at his own expenses, pay compensation for any injury, loss or reinstate and make good to the satisfaction of SMP, KOLKATA for loss or damage accrued to any property or rights of SMP, KOLKATA whatever, including SMP, KOLKATA's contractors/servants/employees, or any third party arising out of or in any way in connection with the execution or purported execution of the Agreement , Contract and further, the Contractor shall indemnify SMP, KOLKATA against all claims enforceable against SMP, KOLKATA (or contractors/servants/employees of SMP, KOLKATA) or which would be so enforceable against SMP, KOLKATA as applicable, in respect of any such injury (including injury resulting to death), loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise. Bidder has to submit Indemnity Bond and Affidavit as per the format attached in Appendix-VI.

19) Surrender:

If the Contractor wants to withdraw from O&M Contract with SMP, KOLKATA within the scope of the instant tender, he may apply in writing to SMP, KOLKATA after giving due notice of 90(ninety) days. The contractor shall have to clear all the dues from the date of issuance of work order upto the date of surrender (90 days from date of receipt of surrender notice by SMPA) of parking lot to SMP, KOLKATA. Security Deposit shall be released by SMPA as per clause 12(d) or after award of next contract, whichever is earlier. In the case of foreclosure of the contract for reasons not attributable to the contractor / operator, SMPA shall pay the depreciated cost of the development works (excluding the ancillary / related facilities additionally developed by the operator) as per book value.

20) Force Majeure:

In the event of the Contractor / Syama Prasad Mookerjee Port , Kolkata being prevented from fulfilling its obligation in full or in part arising out of the contract to be finalized through this tender, due to any Force Majeure event like acts of God (flood, earthquake etc.) or war, civil commotion, strike etc., or due to imposition / promulgation of any law or regulation of India, interfering with smooth conduct of the traffic operation, the affected party shall forthwith, but in no case later than 24 hours from the commencement of such event, intimate the other party as to the commencement of such event and continue to intimate after every 7 days during continuance of such event. The affected party

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shall, upon cessation of such event, promptly inform the other party and shall commence its obligation in part or in full arising out of this contract, which was kept suspended due to such events of Force Majeure. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event of Force Majeure.

21) Termination of O&M Contract:-

a) If SMPA shall at any time during the contract period consider that the demised area is required for the purpose of construction or carrying out of any works or otherwise for the developments of the Port or by the Government in the National Interest or in the interest of the public using the same and restoring thereto and shall be desirous on any of these grounds for determining this present contract and for their such desire SMP, KOLKATA shall give at least six months' previous notice in writing to the contractor then and in such case immediately on the expiration of the said notice this present contract and everything herein contained in the e-tender document shall cease and be void but without prejudice to claim by either party against the other in respect of any antecedent breach of any covenant or condition herein contained and subject to the provision hereinafter contained as to the structures or buildings if any, on the said land at the time of such determination.

b) If any part of the contracted area is required for the use of SMP, KOLKATA for the purpose of construction or carrying out of any works or otherwise for the developments of the Port or by the Government in the National Interest or in the interest of the public using the same and restoring thereto during the period of the contract or for the remaining period of the contract duration, SMP, KOLKATA shall give at least three months' notice period in writing. Immediately after expiry of the three months' notice period all the terms and condition of the contract detailed in the e-tender document shall cease and be void for that part of the contracted area and SMP, KOLKATA shall be able to use the said part of the contracted area as per requirement. In such case the contractor shall be required to pay the fee to SMP, KOLKATA only for the remaining contracted area calculated on pro-rata basis.

After completion of the purpose of SMP, KOLKATA if the duration of contract for the remaining portion of the contracted area is not over, the said part of the contracted area or any part thereto taken by SMP, KOLKATA may be handed over back to the contractor for utilizing the said area for the period till the expiry of the original contract duration for the purpose as detailed in the e-tender document.

ALLOTMENT OF SMPA LAND FOR DEVELOPMENT, OPERATION, MAINTENANCE AND RUNNING OF TRUCK PARKING FACILITY AT MEGA INTEGRATED PARKING PLAZA ON OIL INSTALLATION ROAD , PAHARPUR (EARLIER ALLOTTED TO KHEMCHAND RAJKUMAR & OTA FALLOONS) AT KDS, SMPA FOR CONSECUTIVE FIFTEEN YEARS FROM COMMENCEMENT OF OPERATION AS PER CONTRACT.

TENDER No:- SMPK/KDS/CIV/T/3037/14 dated 11-05-2026

In such case the contractor shall have to pay the fee for the part of the area being handed to the contractor calculated on pro-rata basis apart from the area already being utilized by him.

c) The contractor shall ensure to provide services as detailed in the scope of work to the satisfaction of customers at the prescribed rates detailed above. If repeated complaints are received by SMP, KOLKATA from the customers(s) of overcharging and / or not giving proper services, SMP, KOLKATA upon obtaining the views of the parties reserves its right to terminate the contract if the complaint is found to be true. The decision of SMP, KOLKATA in this regard shall be treated as final and binding on the contractor.

d) SMP, KOLKATA reserves the right to terminate the O & M contract and cancel the O & M contract Agreement, if there is any breach of terms and conditions of contract and/or the Agreement, by giving 3 months' notice.

The breaches which may result to termination of O & M contract are as follows:

- i. Non-payment within maximum permissible time with penalty as detailed in Annexure-III.
- ii. Encroachment
- iii. Subletting the parking yard
- iv. Unauthorized construction
- v. Change of purpose- The O & M contract shall have to utilize the allotted parking yard for the purpose (defined in clause-2 of Annexure-IV) for which it has been allotted; otherwise, the O & M contract shall be liable for termination.
- vi. Non- compliance of conditions of O & M contract.

Note: If the Contract is cancelled for not complying with the conditions of O &M Contract, no compensation shall be payable by the Port.

22) Compensation:

After the expiry / termination/ determination/forfeiture of contract and despite receiving the notice thereof, or forfeiture of contract on account of any breach, if the contractor continues to occupy it unauthorized, the contractor shall be liable to pay compensation for wrongful use and occupation of the same @3 times of SOR (Schedule of Rent) of SMP, KOLKATA's Land and Buildings at Kolkata.

ALLOTMENT OF SMPA LAND FOR DEVELOPMENT, OPERATION, MAINTENANCE AND RUNNING OF TRUCK PARKING FACILITY AT MEGA INTEGRATED PARKING PLAZA ON OIL INSTALLATION ROAD , PAHARPUR (EARLIER ALLOTTED TO KHEMCHAND RAJKUMAR & OTA FALLOONS) AT KDS, SMPA FOR CONSECUTIVE FIFTEEN YEARS FROM COMMENCEMENT OF OPERATION AS PER CONTRACT.

TENDER No:- SMPK/KDS/CIV/T/3037/14 dated 11-05-2026

23) Agreement:

The Contractor shall be required to execute an agreement with SMP, KOLKATA at their own expense and arrangement as per draft format, to be provided by SMP, KOLKATA.

EVALUATION CRITERIA & PROCESS**A. Preparation and Submission Procedure of Tender:**

- i. **Language:** The e-tender and all related correspondence and documents shall be written in English Language. Supporting materials, which are not translated in English and duly certified, may not be considered.
- ii. **PART-I**(Techno-commercial Bid): Refer to **Annexure-II**.
- iii. **PART-II**(Price Bid): Refer to **Annexure-II**. Price Bid shall contain only the rate over and above the Reserve Annual Fee (detailed in **Annexure-I**) and no conditions whatsoever and has to be **submitted online**. Any condition imposed in 'Price Bid' shall make the bid liable for outright rejection. Price Bid to be submitted on line through e-tendering process **ONLY** as detailed under **Annexure-II**. Format of the Price Bid / BOQ is available at Appendix-VIII **for reference only**.

B. Test of Responsiveness:

Prior to evaluation of Techno Commercial Bid of the tender, Port will determine whether each offer is responsive to the requirements of the e-tender document. A e-tender shall be considered responsive if the tender:-

- (i) Is received electronically by the appropriate portal.
- (ii) Is submitted within the due date including extension period, if any.
- (iii) Is signed, sealed and marked as stipulated in the e-tender document.
- (iv) Is accompanied by the required Letter of authorization (As per Appendix-II) / Power of Attorney.
- (v) Contains all the information as requested in the e-tender document.
- (vi) Contains information in Formats as specified in this e-tender document.
- (vii) Does not show inconsistencies between the offer and the supporting documents.
- (viii) Proposes no change in the offer as compared to the terms & conditions of the allotment as detailed in this e-tender document.

Note: Port reserves the right to reject any e-tender which is non-responsive and it shall be solely at the discretion of the port to allow alteration, modification, substitution or withdrawal to make the bid responsive after opening of the Techno Commercial Bid.

C. Clarifications:

To assist in the process of evaluation of Tender, Port at its sole discretion, may ask any tenderer to provide original documents or any additional documents/ details, seek clarifications in writing from any tenderer regarding its tender. The request for providing such additional details/documents and/or clarification and the response shall be in writing.

D. Confidentiality:

Information required by SMP, KOLKATA from the tenderer(s) for the purpose of examination, evaluation etc. will be kept in confidence by SMP, KOLKATA and will not divulge any such information unless it is ordered to do so by any authority that has power under the law to require its release.

E. EVALUATION OF TECHNO-COMMERCIAL BID:

The techno commercial bid will be evaluated on the basis of the documents submitted by the tenderer and also on the basis of the following: -

- i) Details of Earnest Money Deposit & E-tender fee as per **Appendix-I**, duly filled in, signed and sealed.
- ii) Hard copies of the DDs for Earnest Money Deposit & E-tender fee deposited to SMP, KOLKATA and scanned copies of the same uploaded.
- iii) Letter of authorization as per **Appendix-II** / Power of attorney in favor of the signatory to the tender.
- iv) Profile of the Tenderer as per **Appendix-III**, duly filled in, signed and sealed.
- v) Declaration of Tenderer as per **Appendix-IV**, duly filled in, signed and sealed.
- vi) Self-certified admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as per **Appendix-V**.
- vii) PAN/ TAN (as applicable), GST number/GSTIN, EPF and ESI registration certificate / Indemnity Bond as per the format attached in **Appendix-VI**.
- viii) Scanned copy of self-certified bidder's Bank details (i.e. name of bank & address, Current a/c No, IFS Code).
- ix) IT return of the last financial year and Auditor's certified turn over details for the last three financial years ending on 31st March 2025.
- x) Last three years ending on 31st 2025 Balance Sheet and Profit & Loss Account in support of Annual Financial turnover and the same should be audited as per relevant norms wherever required (with UDIN , wherever required as per law).
- xi) Scanned copy of self-certified Partnership Deed in case the tenderer is a Partnership Firm.
- xii) Scanned copy of self-certified certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a company.
- xiii) Undertaking in bidder's letterhead in lieu of signed copy of full E-tender Document, corrigendum and addendum (if any) as per the format attached in **Appendix-VII**.
- xiv) Other documents, which the tenderer wants to submit (duly signed & sealed).
- xv) Fulfills all the e-tender conditions.
- xvi) Submission of documents if bid submitted by a JV/ Consortium.

F. EVALUATION OF PRICE BID:

Highest Offer (H1) basis.

Note:

Mere submission of Documents will not mean that a particular e-tender will be automatically considered qualified. Such qualification will be examined at the time of evaluation of bids.

Part – I: Techno-Commercial Bid

List of documents to be uploaded & submitted by the TenderersThe techno-commercial part of the offer shall contain the following: -

Sl. No.	On-line submission of the following
(i)	Scanned copies of DDs of Earnest Money Deposit (EMD) and E-tender Fee.
(ii)	Scanned copy of Authorization letter (Appendix-II) / power of Attorney in favor of the signatory to the tender.
(iii)	Scanned copy of Profile of the tenderer duly filled in as per the format in Appendix-III.
(iv)	Scanned copy of duly filled in Appendix – IV (for undertaking for not having been black-listed etc).
(v)	Self-certified scanned copy of IT return of the last financial year and Auditors certified turnover details for the last three financial years ending on 31 st March 2024 .. Note: Required avg. Annual Turnover of the bidder in last 3 FYs should not be less than 30% of Reserve Annual Fee (Refer Annexure-III).
(vi)	Self-certified scanned copy of last three years ending on 31 st March 2024 balance sheet and profit & loss account in support of Annual Financial turnover and the same should be audited as per relevant norms wherever required. (with UDIN , wherever required as per law).
(vii)	Self-certified scanned copy of duly signed self-declaration of the bidder as to the amount of admitted estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V. Note: In case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as per format given in Appendix – V, the prospective tenderer may be allowed to participate in tender, only if he/she agrees to pay the dues before the price bid opening, failing which he/she will be declared disqualified in the e-tender process & EMD will be forfeited.
(viii)	Scanned copy of self-certified of IT PAN Card/ TAN, GST number / GSTIN, EPF Registration certificate.
(ix)	Bidder has to upload scanned copy of ESI Registration certificate or duly filled Indemnity Bond as per the format attached in Appendix-VI.

(x)	Scanned copy of self certified bidder's Bank details (i.e. name of bank&address, Current a/c No, IFS Code).
(xi)	Scanned copy of One page write-up in letter head giving his plan for operation & running of parking yard facility at the designated site.
(xii)	Scanned copy of Self certified Partnership Deed, Memorandum & Article of Association in case the tenderer is a Partnership Firm.
(xiii)	Scanned copy of Self certified certificate of Incorporation, Memorandum & Article of Association in case the tenderer is a company.
(xiv)	Scanned copy of undertaking in bidder's letterhead in lieu of signed copy of full e-tender document as per format in Appendix-VII.
Off-line submission of	
(xv)	Earnest Money Deposit (EMD) and E-tender Fee in the way as mentioned in Annexure-II with filled in format annexed in APPENDIX-I.

APPENDIX - I

Part – I: Techno-Commercial Bid

Format for E-tender Fee and Earnest Money deposited for participation in the tender

(To be downloaded, filled in, signed with seal, and submitted in the e-tender box along with the Instruments)

Subject :- Allotment Of SMPA Land For Development, Operation, Maintenance And Running Of Truck Parking Facility At Mega Integrated Parking Plaza On Oil Installation Road, Paharpur (Earlier Allotted To Khemchand Rajkumar & Ota Falloons) At KDS, SMPA For Consecutive Fifteen Years From Commencement Of Operation As Per Contract”

Truck / Trailer Parking Terminal Name	Amount as	Amount (In Rs.)	Equivalent reference No. with date, as applicable	Name and Branch of remitting Bank
Truck Parking Facility At Mega Integrated Parking Plaza On Oil Installation Road	E-tender Fee			
	EMD			

Address of the bidder.....

E-mail id of the bidder.....

Name, Contact No. & email id of the representative of the bidder.....

Date:

Place:

(Signature of the bidder with stamp)

Part – I: Techno-Commercial Bid

FORMAT FOR AUTHORISING SIGNATORY OF THE TENDER

[To upload a scanned copy]

(To be downloaded, filled in, signed with seal, scanned and uploaded)

Dated:

**Letter of authorization
To whomsoever it may concern**

Mr./Mrs. _____ (Name of the Person(s), domiciled at _____ (Address), acting as _____ (Designation and name of the firm), and whose signature(s) is/ are attested below, is hereby authorized on behalf of _____ (Name of the bidder) to sign and submit e-tender document under his/ their e-signature.

Mr./Mrs..... is/ are further authorized to provide information and respond to enquiries etc, as may be required by the Kolkata Dock SYSTEM, Syama Prasad Mookerjee Port or any government authority in connection with **E-tender No. SMPA/KDS/CIV/T/3037/14 dated 11/05/2026** and to sign and file relevant documents in respect of the above.

..... (Signature

of Mr.....)Signature is

attested

..... (Signature of the authorizing person)

Designation

For.....

.....

Part – I: Techno-Commercial Bid

PROFILE OF THE TENDERER

(To be downloaded, filled in, signed with seal, scanned and uploaded)

(A) In case of a Limited company

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	Full name and address of each of its directors and any special particulars as to Directors if desired to be stated.	
7	Copies of Memorandum, Articles of Association(with the latest amendments if any)	
8	Copies of audited Balance sheet of the company for the last three years	
9	GSTIN	

(B) In case of Firm

1	Name of the company	
2	Address of present Registered office.	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Date of its incorporation	
5	PAN No.	
6	If registered, a certified copy of the certificate of Registration	
7	Certified copy of the partnership Deed	
8	Full name and address of each of the partners and the interest of each partners in the partnership	
9	Copies of audited balance sheet of the firm for the last three years.	
10	GSTIN	

(C) In case of Individual

1	Full name of the tenderer	
2	Address of the Tenderer	
3	Reference of communication a. Telephone No.	
	b. Fax No.	
	c. E- mail Address	
4	Name of the father of the tenderer	
5	Date of its incorporation	
6	PAN No.	
7	Copies of audited Balance sheet for the last three years , if required	
8	GSTIN	

Date : _____

Place :

(Signature of bidder)
(Designation & Seal of Office)

Enclosures : _____ Nos.

Part – I: Techno-Commercial Bid DECLARATION BY

THE TENDERER

(To be downloaded, filled in, signed with seal, scanned and uploaded)

I (signatory of this undertaking) _____
son/daughter of _____

_____ aged about _____ years, by faith _____
By occupation _____, residing at _____,
do hereby solemnly affirm and declare as follows:

I/We am/are a citizen(s) of India;

I/We have not been removed/ dismissed from service/employment earlier;

I/We have not been found guilty of misconduct in professional capacity;

I/We am not an undischarged insolvent;

I/We have not been convicted of an offence;

I/We have not concealed or suppressed any material information, facts and records and

I/We have made a complete and full disclosure.

I/We have not been delisted/debarred/blacklisted by any Govt. Ministry/ Department / PSU/ Autonomous Body/ Local Authority in connection with our business with them in any manner whatsoever, during last 5 years.

I/We _____ (Name of tenderer/bidder) having examined the E-tender Document (mention NIT No....) and fully understood its content including the General Information & instructions to Tenderers and evaluation criteria, hereby submit the E-tender for allotment of SMP, KOLKATA parking Yard msg. about _____ sq.mtrs. for parking Yard at _____ on "as is where is" basis through e-tender for the purpose as indicated in the format of this e-tender document.

I/We accept all the terms & conditions of the E-tender Document (mention NIT No....).

I/We have deposited requisite Earnest Money and E-tender Fee for the said e-tender as per procedure mentioned in Schedule of Tender.

I/We submitted copies of the required documents as mentioned in the E-tender Document.

I/We have examined and have no reservations to the E-tender Document issued by SMP, KOLKATA thereon.

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

I/we understand that SMP, KOLKATA reserves the right to accept or reject any e-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.

I/We hereby undertake that we will abide by the decision of SMP, KOLKATA in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by SMP, KOLKATA in this regard.

I/We hereby undertake that in the event of furnishing any incomplete/ incorrect / false statement / scanned copy of any tampered document, the responsibility shall entirely lie with us and SMP, KOLKATA shall have every authority to outright reject our bid with forfeiture of full amount of EMD without any opportunity of communication from our end and initiate further action, if deemed necessary by SMP, KOLKATA.

In the above undertaking, 'I' stands for the individual or the proprietor and 'We' stands for tenderers having other legal status.

Dated:

Signature.....

Name.....

Address.....

Seal of the bidder:

Signature of the bidder with office seal

Date:

Witness: -

Sl. No.	Name	Address	Signature
1			
2			

.....

Part – I: Techno-Commercial Bid

**Self-declaration of the bidder as to the amount of admitted estate port dues as on the day of NIT
(To be downloaded, filled in, signed with seal, scanned and uploaded)**

Name of Dock	Type of occupation	Plate No.	Name of Contractor/ Contractor	Outstanding dues as on the date of NIT (in Rs.)	Remarks
KDS	Contract				
	Lease				
	Foreshore occupation				
HDC	Contract				
	Lease				
	Foreshore occupation				
Total					

The above statement is true to the knowledge and belief of the undersigned and subject to acceptance by SMP, KOLKATA.

I/We hereby agree that in case of any estate port dues (for all plates of the prospective tenderer in KDS and HDC) as on the day of NIT as mentioned above, the same should be cleared by me before the price bid opening , failing which I will be declared disqualified for the e-tender and the EMD will also be forfeited in full.

Dated:

Signature.....

Name.....

Address.....

.....
.....

Seal of the bidder:

Signature of the bidder with office seal

Part – I: Techno-Commercial Bid

(FORMAT OF INDEMNITY BOND)

[To upload a scanned copy]

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 Civil Engineering Department, Syama Prasad Mookerjee Port Kolkata (A
statutory body under MPA Act, 2021)

2. WHEREAS, the said Syama Prasad Mookerjee Port asked every tenderer, who is not covered under E.S.I Act or exempted to furnish an Indemnity Bond in favour of Traffic Department, Syama Prasad Mookerjee Port against all damages and accident to the Labourer Tenderer/contractor.

3. NOW THIS BOND OF INDEMNITY WITNESS THAT the Tenderer/contractor named herein above shall indemnify the Syama Prasad Mookerjee Port AGAINST ALL DAMAGES AND ACCIDENT OCCURRING TO THE Labourers of the Tenderer/contractor as demanded by the Syama Prasad Mookerjee Port and which shall be legal and /or claimed by the Syama Prasad Mookerjee Port 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 Syama Prasad Mookerjee Port 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 set and seal this the _____ Day of _____ In the year _____ at _____.

Signature of the Indemnifier

Name:

Address:

Sureties

1. Signature:

Name:

Address:

2. Witness:

Signature:

Name:

Address:

Part – I: Techno-Commercial Bid

Undertaking to be submitted in lieu of uploading/submitted signed copy of full e-tender document

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

NIT No. SMPA/KDS/CIV/T/3037/14 dated 11/05/2026

Date

Chief Engineer
2nd Floor, Fairlie Warehouse
STRAND ROAD,
KOLKATA- 700001

Dear Sir,

I/We,(Name of Tenderer) have fully read and understood the entire E-tender Document and Addendum, Corrigendum if any, downloaded from under the instant e-tender and no other source, and will comply to the subject document and Addendum, Corrigendum.

I/We are submitting this undertaking in lieu of submission of signed copy of the full e-tender document and Addendum, Corrigendum.

Yours faithfully,

.....

Signature of Tenderer

Name:

Designation:

Date :

Seal of the tenderer.....

Format of

Appendix –VIII

Part – II: Price Bid (BOQ) to be quoted online

Note:-

PRICE NOT TO BE QUOTED HERE.

PRICE TO BE SUBMITTED ONLINE ONLY (Refer Annexure-II for steps to be followed)

THIS IS FOR REFERENCE OF THE BIDDER ONLY.

Percentage Rate BOQ

E-tender Inviting Authority: Chief Engineer

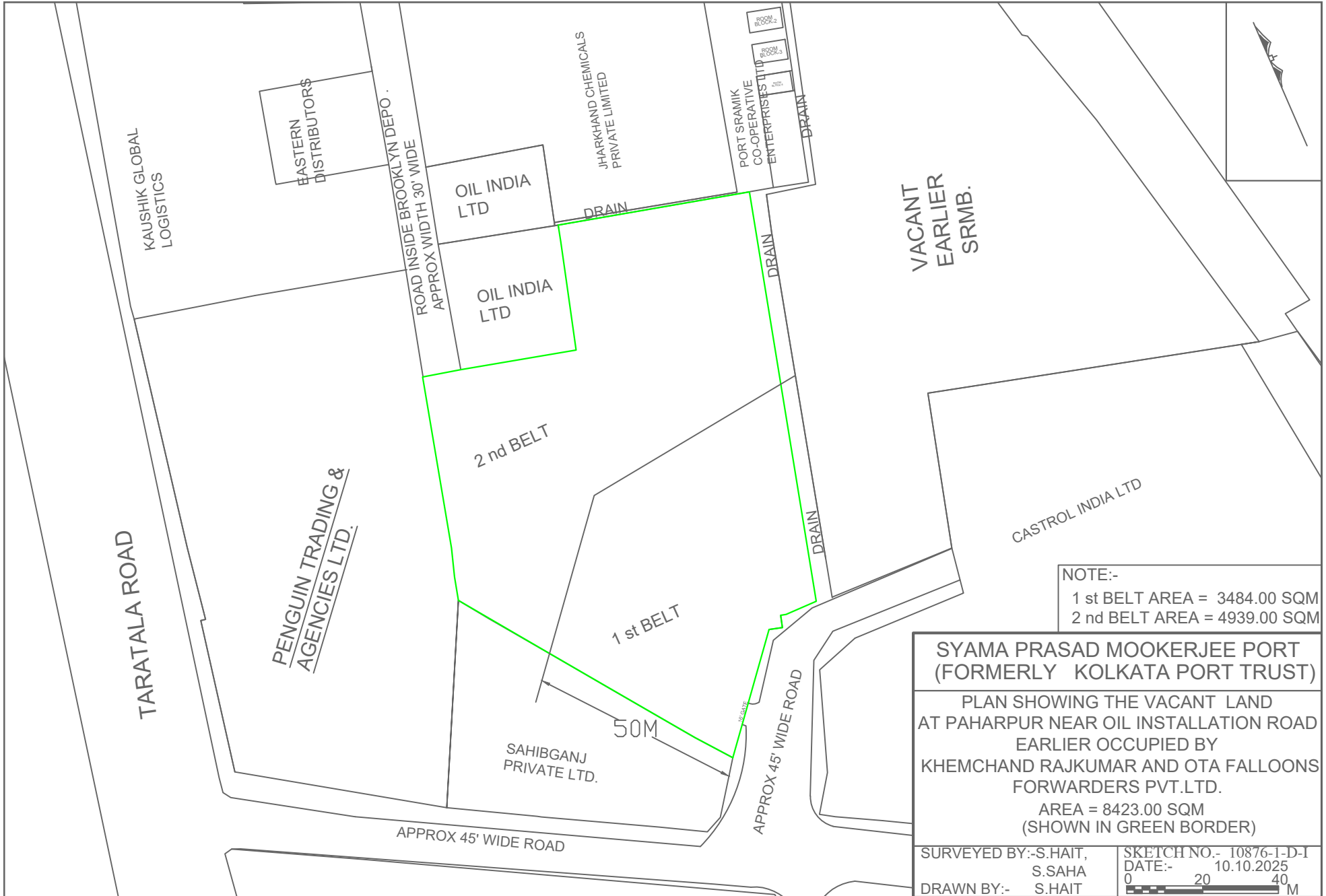
Name of Work:- "Allotment Of SMPA Land For Development, Operation, Maintenance And Running Of Truck Parking Facility At Mega Integrated Parking Plaza On Oil Installation Road, Paharpur (Earlier Allotted To Khemchand Rajkumar & Ota Falloons) At KDS, SMPA For Consecutive Fifteen Years From Commencement Of Operation As Per Contract".

NIT No:- SMPK/KDS/CIV/T/2988/61 dated 03-10-2025

Name of the Bidder/ Bidding Firm / Company:		To be filled up by the bidder(online) .			
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
Sl. No.	Item Description [Will be shown by the systems automatically]	Reserve Annual Fee (2.5% escalation is applicable after end of each year with respect to previous year) [Will be shown by the systems automatically]	Rate to be quoted by the bidder above the Reserve Annual Parking Operator Fee (Excluding Taxes) (in percentage)	TOTAL AMOUNT Without Taxes in Rs. P [Will be shown by the systems automatically]	TOTAL AMOUNT In Words [Will be shown by the systems automatically]
1	"Allotment Of SMPA Land For Development, Operation, Maintenance And Running Of Truck Parking Facility At Mega Integrated Parking Plaza On Oil Installation Road, Paharpur (Earlier Allotted To Khemchand Rajkumar & Ota Falloons) At KDS, SMPA For Consecutive Fifteen Years From Commencement Of Operation As Per Contract."	Rs. 15,24,960/-	To be filled up by the bidder (online).		
Total in Figures					
Quoted Rate in Words					

Appendix –IX

SKETCH ATTACHED



NOTE:-
 1 st BELT AREA = 3484.00 SQM
 2 nd BELT AREA = 4939.00 SQM

**SYAMA PRASAD MOOKERJEE PORT
 (FORMERLY KOLKATA PORT TRUST)**

PLAN SHOWING THE VACANT LAND
 AT PAHARPUR NEAR OIL INSTALLATION ROAD
 EARLIER OCCUPIED BY
 KHEMCHAND RAJKUMAR AND OTA FALLOONS
 FORWARDERS PVT.LTD.
 AREA = 8423.00 SQM
 (SHOWN IN GREEN BORDER)

SURVEYED BY:-S.HAIT, S.SAHA	SKETCH NO.- 10876-1-D-1
DRAWN BY:- S.HAIT	DATE:- 10.10.2025

0 20 40 M

Format For Power Of Attorney For Signing Of Tender

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

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Tenderer (in case of a consortium, name of the lead member)] to sign the tender [(Tender No.and (Tender subject- “.....”)] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Syama Prasad Mookerjee Port, Kolkata (SMPK) 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.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer / Consortium Members with Seal)

Note –

(In case of Consortium, representative of all members must sign)

Format For Power Of Attorney For Lead Member Of Consortium

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

POWER OF ATTORNEY

Whereas Syamaprasad Mookerjee Port , Kolkata , SMPK (“the Authority”) has invited tenders from interested parties for “.....” (Tender No.).

Whereas,,, And (collectively the “ Consortium”) being members of the Consortium 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 Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’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, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (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 Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium 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 Consortium and generally to represent the Consortium 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 Consortium’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 / Consortium.

**IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF20****

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)

Profile Of The Tenderer

1.
 - (a) Name
 - (b) Country of incorporation
 - (c) Address of the corporate headquarters and its branch office(s), if any in India.
 - (d) Date of incorporation and commencement of business.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in connection with implementation of the tender.

3. Details of individual(s) of the tenderer (Lead Member in case of Consortium) who will serve as the point of contact/ communication with SMPK.
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
(Land & Mobile)
 - (f) E-Mail Address :
 - (g) Fax Number :

4. Details of Authorized Signatory of the Tenderer:

Name:

Designation :

Company :

Address :

Telephone No. :

(Land & Mobile)

Fax No. :

Email Address :

5. In case of a Consortium:

- a. The information above (1-4) should be provided for all the members of the consortium.
- b. information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role
1.		
2.		
3.		
4.		

Signature of Power of Attorney Holders

Name:

Designation:

Date :

Seal

Syama Prasad Mookerjee Port, Kolkata

	Name of the similar project / work executed successfully.	Period of the project	Value of the project
Single Entity			
Consortium Member 1			
Consortium Member 2			

Instructions:

1. The single entity tenderer / each member of consortium should furnish its details in the appropriate column.
2. The description of each of the project shall have to be provided while giving the following details:
 - (a) Location of the project
 - (b) Contact details of the concerned projects

(i) Name of Contact Person(s)

(ii) Designation(s)

(iii) Address

(iv) Telephone/Mobile No.

(v) Fax

(vi) Email

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date:

Seal:

CERTIFIED BY

Name of Chartered / Certified Accountant Firm

Registration Number & other details

Name of the Signatory.....

Signature

Designation

Date

Seal

Details Of Financial Capability Of The Tenderer

(In Rs. Crore)

Applicant Type	Annual Financial Turn Over
	Average on last 3 years
Single entity Tenderer	
Consortium Member 1	
Consortium Member 2	
Consortium Member 3	
Consortium Member 4	

Please add more rows depending upon Consortium Members.

Instructions:

1. The Single Entity Tenderer/ each members of Consortium should submit its details in the appropriate column.

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal

CERTIFIED BY

Name of Chartered Accountant Firm

Registration No. & other details

Name of the Signatory

Signature

Designation

Date

Joint Bidding Agreement

(To be executed on Non-Judicial Stamp Paper of at least Rs. 60/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

- (A) [SYAMA PRASAD MOOKERJEE PORT, KOLKATA, a body corporate under the Major Port Authorities Act, 2021 and having Principal Office at 15,Strand Road,Kolkata-700001 (hereinafter referred to as the “SMPK” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the

“TENDER DOCUMENT”) for selection of successful tenderer for the contract as proposed in the said tender document.

- (B) he Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and**
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.**

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Tendering Process for the Work.

2.2 The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act 1956 for entering into an Agreement with the SMPK and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all**

business for and on behalf of the Consortium during the tendering process and till all the obligations of the SPV shall become effective;

- (b) Party of the Second part will be a technical member
- (c) Party of the Third part will be a financial member
- (d) Party of the Fourth part will be a operational member

[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party:}

{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

6.3 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times till completion of two years from the date of commencement of the contract.

6.4 The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. dated

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with SMPK;**

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and SMPK to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:**
 - (i) Require any consent or approval not already obtained;**
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;**
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;**
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or**
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;**

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and**

- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.**

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the SMPK to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

LEAD MEMBER by:

SECOND PART by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

For and on behalf of

FOURTH PART by

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.**
 - 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and SMPK to execute this Agreement on behalf of the Consortium Member.**
 - 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.**
-

Covering Letter

Dated :

To,

Chief Engineer
Syama Prasad Mookerjee Port, Kolkata,

Dear Sir,

1. I/we, _____ (Name of tenderer) having examined the Tender Document and understood its contents, hereby submit our tender for at Syama Prasad Mookerjee Port, Kolkata.
- 2 All information provided in the tender including Addenda and in the Appendices are true and correct and all documents accompanying such tender are true copies of their respective originals.
3. I/We shall make available to Syama Prasad Mookerjee Port, Kolkata (hereinafter referred to as SMPK) any additional information it may find necessary or require to supplement or authenticate the Tender
4. I/we 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. I/we also certify the following
 - a. I/we / any of the consortium member (as the case may be) have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender / contract / agreement of whatever kind
 - b. I/we certify that in the last three years, I/We/any of the consortium members or our / their associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority / entity for breach on our part.

6. I/we declare that :

- a) I/we have examined and have no reservations to the Tender Document, including the Addenda issued by SMPK thereon.
- b) I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the evaluation process of the tender.

7. I/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.

8. _____(Name of Tenderer) hereby undertakes that I/we will abide by the decision 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.

Thanking you,

Yours faithfully,

Signature of Power of Attorney Holder(s).....

Name:

Designation:

Date :

Seal



No. Tfc/6258-II/Truck Parking

Dated: 26.04.2019

CIRCULAR

Sub : Rates for Truck / Trailer Parking Facility (TPF) at Coal Dock Road, M&Q Block, Sonai and Near ITC Factory off CGR Road at KDS, KoPT

As approved by the competent authority, in supersession of all earlier circulars in the matter, the following rates for parking shall apply across the parking facilities at Coal Dock Road, M&Q Block, Sonai and near ITC Factory off CGR Road operated by KoPT w.e.f. 01.05.2019.

Lorry/Truck/Trailer and any other Type of Heavy Motor Vehicle meant For Goods Carriage.	Upto 8 hours : Rs. 80 (incl. GST) Upto 12 hours : Rs. 100 (incl. GST) Upto 24 hours : Rs. 200 (incl. GST)
Buses/Vans/Mini Vans/Tempo	Upto 12 hours : Rs. 150 (incl. GST) Upto 24 hours : Rs. 300 (incl. GST)

- The **same** rates shall be applicable beyond 24 hours for **first 10 days** of Parking in slots of 12 hours each.
- From **11th to 15th** day, the rates shall be **1.5 times** the above rates in slots of 12 hours.
- From **16th** day onwards the rates shall be **2 times** the above rates in slots of 12 hours.
- The rate would be the same for loaded/empty truck/trailer.

N.B : Facilities available at the parking facilities.

- GST enabled receipt.
- Drinking water.
- Toilet
- Illumination.


26/4/19
Sr. Dy. Traffic Manager
For Traffic Manager

- CC : The Chairman, KoPT for kind information please.
CC : The Dy. Chairman, KoPT for kind information please.
CC : The Secretary, KoPT for kind information please.
CC : The FA & CAO, KoPT for kind information and necessary action please.
CC : The Chief Engineer , KDS for kind information please.
CC : The Chief Mech. & Elec. Engineer , KDS for kind information please.
CC : Director (P&R), KDS for kind information please.
CC : The Security Adviser, KDS for kind information please.
CC : The Dy. Commissioner of Police (Port Division), for kind information please.
CC : ASIC / MSA / NECHAA / CCHA, for kind information please.