Addendum / Corrigendum - III

Amendments to various clauses of the Tender Document

Subject : Supply, Operation & maintenance of A/C motor cabs ,A/C maxi cabs, Pick Up Trucks and Mini Bus under Haldia Dock Complex (Tender No ADMN/T/C/2022-24

Item	Clause			Clause a	s per Tendei	Docu	ment			Amer	ded Clause)	
No	Refere nce												
1	2.3.1		Minimum capacity & specifications of the vehicle to be				Mir	Minimum capacity & specifications of the vehicle to be supplied will be as under:				as under:	
		supplied	upplied will be as under:						Description	A/C Motor Cab	A/C Maxi Cab [21 Nos.]	Pick- up- Truck	Mini Bus [01 No.]
			Desc	A/C Motor	A/C Maxi Cab	Pick- up-	Mini Bus [01 No.]			[18 Nos.]		[01 No.]	
			Cab [18 Nos.] Truck [01 No.] Prefera ble Suzuki Scorpio, or equivalent Ertiga, Hyundai Xcent or equivalent equivalent		Preferable Make/Model	Maruti Ertiga, Hyundai	Mahindra Bolero,Mah indra	-	-				
		ble Mal		Scorpio, or	-	-		nda equivalent Amaze, Maruti Suzuki Dzire or equivale nt sedan vehicle.		Scorpio, or equivalent			
		Cole	our	White/ Silver	White/ Silver				Colour	White/ Silver	White/ Silver	-	
		Fue		Diesel Driven	Diesel Driven	Diesel Driven	Diesel Driven		Fuel	Diesel /petrol	Diesel Driven	Diesel Driven	Diesel Driven
			ssio orms	Bharat Stage-IV / Bharat Stage-VI	Bharat Stage- IV / Bharat Stage-VI	Bharat Stage- IV / Bharat Stage- VI	Bharat Stage-IV / Bharat Stage- VI		Emission Norm	s Bharat Stage-IV / Bharat Stage-VI	Bharat Stage-IV / Bharat Stage-VI	Bharat Stage- IV / Bharat Stage-	Bharat Stage-IV / Bharat Stage-VI
		Eng Dis me	olace	Below 2000 CC	More than 2000 CC				Date of fi	rst Not before	Not before 01.01.2021.	VI Not before	Not before 01.01.2021.
		Dat firs	e of	Not before	Not before 01.01.2021.	Not before	Not before 01.01.2021.			01.01.202 1.		01.01.2 021.	

registra 01.01		.01.	Type of	Commerci	Commercial	Comme	Commercial
<u>tion</u> 1.	202		registration	al		rcial	
Type of Comn		mm Commercial	Minimum Seating	4	Minimum 6	The	25
registra al	erc	ciai	Capacity	passenger s + 1	passengers + Driver	truck should	passengers +1
Minimu 4	More than 6 The	e 25 passengers	-	(Driver)	+ Dilvei	have a	(including
m passe				(Dilver)		minimu	Driver)
Seating S +		ould Driver)				m load	2
Capacit (Drive) 12 hav	ve				capacit	
y	passengers a					y of 4-5	
	, ,	nim				tonnes.	
	um		Other	The	1) The	The	The Minibus
	load	paci	requirements	motor cab should	Vehicle should	truck should	should have good quality
		of		have	have back	be	cushioned
	4-5			good	side door	covered	seats and
	ton			quality	for	with	back rests
	S.		<u> </u>	cushion	passenger	flexible	and should
Other The n				seats	entrance.	seating	have a sitting
require cab	should have true			and back	,	arrange	capacity of
ments should have		ould good quality cushioned seats		rest with proper	vehicle should	ment.	minimum 25 persons per
qualit		vere and back rests		upholster	have also		bus. The
cushic		with and should have		y.	good		Minibus shall
sheet				,	quality		have glass
and		of minimum 25			cushion		windows
		atin persons per bus.			seats and		with
prope		The Minibus shall			back rest		arrangement
uphol		rang have glass nent windows with			with proper upholstery.		s for proper locking, easy
	em	arrangements for			uprioistery.		and
		proper locking,					smooth
		easy and					opening and
		smooth opening					closing and
		and closing and					self-locking
		self-locking					doors. There should not
		doors. There should not					be any water
		be any water					seepages
		seepages from					from the
		the ceilings,					ceilings,
		windows, etc.					windows,
		Sufficient space					etc.
		shall have to be					Sufficient space shall
		kept in between the seats and					have to be
		also					kept in
		in between rows					between the
		for easy					seats and
		movement and					also

	3	
	comfortable seating /standing. The bus should be of sufficient height for comfortable standing.	in between rows for easy movement and comfortable seating /standing. The bus should be of sufficient height for comfortable standing. Note: "Maxi Cab(s)" in the tender document may be read as Multi Utility Vehicle(s)"
2 7.11.1	Escalation: During the currency of the contract, the contractor(s) shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other item except for fuel (HSD)	Escalation: During the currency of the contract, the contractor(s) shall not be entitled to receive any escalation for any increase in the price of labour, materials, spares or any other item except for fuel. Note: Fuel means HSD or Petrol as the case may be.
3 7.11.2	Escalation: The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of HSD prevailing at Haldia (price of IOCL shall be considered) on the last date of submission of tender and the minimum rate of HSD at Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de- escalation is effected and claimed. For the purpose of calculating the escalation/de-escalation on account of fuel oil (HSD), the rate of consumption of HSD per KM run of a vehicle shall be considered as follows: (1) Rate of consumption of AC Motor Cabs 15 K.M / Ltrs. (2) Rate of consumption of AC Maxi Cabs 14 K.M/ Ltrs. (3) Rate of consumption of a pick-up truck 08 K.M/ Ltrs. (4) Rate of consumption of a Minibus 07 K.M/ Ltrs.	Escalation: The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of fuel prevailing at Haldia (price of IOCL shall be considered) on the last date of submission of tender and the minimum rate of fuel at Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de- escalation is effected and claimed. For the purpose of calculating the escalation/de- escalation on account of fuel, the rate of consumption of fuel per KM run of a vehicle shall be considered as follows: (1) Rate of consumption of AC Motor Cabs 15K.M /Ltrs. (2) Rate of consumption of AC MUV 14 K.M/ Ltrs. (3) Rate of consumption of a pick-up truck 08 K.M/ Ltrs. (4) Rate of consumption of a Minibus 7 K.M/ Ltrs. Note: Fuel means HSD or Petrol as the case may be.

4	7.1.3	Placement of vehicles for Inspection and Acceptance	Placement of vehicles for Inspection and Acceptance of
		of HDC, SMPK for the purpose of Commencement of	HDC, SMPK for the purpose of Commencement of
		Contract	Contract
		Without acceptance of all vehicles to be deployed under the contract by him, the contract shall not commence. However, in case the contractor(s) is not able to submit CC permit of any brand new vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 45 days from Work Order concerned, the vehicle will be allowed to be deployed for the purpose of commencement of contract concerned. However, in such case, provisions of clause 7.4.1.1 will apply.	Without acceptance of all vehicles to be deployed under the contract by him, the contract shall not commence. However, in case the contractor(s) is not able to submit CC permit of any vehicle that he proposes to deploy under the contract [where the concerned vehicle proposed to be deployed is otherwise as per required specifications & possesses all other required documents] within the stipulated period of 45 days from Work Order concerned, the vehicle will be allowed to be deployed for the purpose of commencement of contract concerned. However, in such case, provisions of clause 7.4.1.1 will apply.
5	7.4.1.1	Contract Carriage Permit In case the contractor is not able to submit CC Permit of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 45 days from Work Order, further time of one month from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining CC Permit. Failing which, the vehicle will be considered as sub-standard vehicle and provisions of Clause -7.5 will apply.	Contract Carriage Permit In case the contractor is not able to submit CC Permit of any vehicle that he proposes to deploy under the contract concerned within the stipulated period of 45 days from Work Order due to non-issuance of CC permit by the Transport Authority despite compliance of required formalities in this regard by the contractor, the following documents will be considered for initial acceptance for commencement of contract pending submission of CC Permit: a) "Offer Letter" issued by State Transport Authority (STA)
			containing approval for issuance of CC Permit in case of vehicles which require CC permit issued by STA. In case of vehicles which require CC permit issued by District Transport Authority (DTA), if similar document is not issued by DTA, appropriate equivalent document will be considered.
			b) "TR 7 challan" towards payment of fees for issuance of CC Permit in case of vehicles which require CC permit issued by STA. In case of vehicles which require CC permit issued by

			DTA, if similar document is not issues by DTA, appropriate equivalent document will be considered. Further, in such case the successful bidder will get 6 months time for submission of CC permit from the date of commencement of the contract failing which the vehicle concerned will be considered as sub-standard vehicle and penalty will be imposed as per the provisions of the tender document after completion of 6 months from the commencement of the contract. It is however reiterated that HDC/SMPK shall not accept any liability of non-availability of CC permit whatsoever.
6	7.6.3	Compensation Charges for non-supply of a vehicle during the currency of contract Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor(s) for the time lost if any for refueling of the vehicles during duty hours on any day.	Compensation Charges for non-supply of a vehicle during the currency of contract Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor(s) for the time lost if any for refueling of the vehicles during duty hours on any day. However in case of vehicles deployed for 24 hours duty maximum half an hour in a day will be allowed for refueling of vehicle. Further, actual time for re-fueling shall be fixed in consultation with concerned division/user so that official work is not hampered in any manner.
7	7.9.1	Payment of bills under the contract The contractor(s) shall submit a single composite bill comprising all vehicles supplied by him each month to Administration Division upon certification by User Division/ Unit as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC, SMPK plus applicable GST.	Payment of bills under the contract The contractor(s) shall submit a single composite bill comprising all vehicles supplied by him each month to Administration Division upon certification by User Division/ Unit as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC, SMPK plus applicable GST. However, in case there is delay in getting to minimize any

			delay on the part of some division(s) in certification of log books in any month, the contractor may submit maximum two bills in a month after due certification of log book from user end as mentioned above.
8 7.	7.9.4	Payment of bills under the contract	Payment of bills under the contract
		The concerned representative(s) of User Divisions shall certify the relevant log books and trip statements of vehicles concerned as submitted by the contractor(s) to the respective User Divisions for raising a consolidated bill by the contractor(s).	the relevant log books and trip statements of vehicles concerned as submitted by the contractor(s) to the
		The contractor(s) shall submit a single GST compliant bill (4 copies) every month along with the aforesaid duly certified relevant log books and trip statements to Administration Division which will be forwarded to Finance Division for payment after due certification of bills.	
			Payment shall ordinarily be made within 30 days (HDC/SMP office working days) after the date of submission of clear and complete bill with all relevant document by the party. However, no claim of interest shall be entertained on account of delay in payment of some bills occurring due to unavoidable reasons.
			account of delay in payment of some bills occu

9	7.3.1	for amount computed as per the under noted percentage on the evaluated value of the tender as accepted by			The su for an the e	nount computed valuated valuated value of Mookerjee Port, Value of the work More than Rs	% Security Deposit 3% of the evaluated and	ige on
		20,00,000/-	next Rs 10,00,000/- + 5% on balance amount			20,00,000/-	accepted value of the contract.	
10	7.5	Deployment of currency of contra	Sub-Standard Vehicles during act:	the	Deployment of Sub-Standard Vehicles during the currency of contract:			
	7.5.1	No relaxation shall be made regarding specifications of the vehicles deployed under the contract as stipulated in the tender document. Vehicles must also possess contract carriage permit wherever applicable, as per terms & conditions of this tender document and vehicles without valid contract carriage permits shall be considered as sub-standard.			No relaxation shall be made regarding specifications of the vehicles deployed under the contract as stipulated in the tender document. Vehicles must also possess contract carriage permit wherever applicable, as per terms & conditions of this tender document and vehicles without valid contract carriage permits shall be considered as sub-standard. It is however reiterated that HDC/SMPK shall not accept any liability of non-availability of CC permit and other relevant documents as per the tender whatsoever.			
	In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess contract carriage permit wherever applicable, the payable amount to the contractor against the vehicle for the month shall be reduced as per the following formula:			fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess contract carriage permit wherever applicable, the payable amount to the				

		 1) 1% of the accepted composite monthly rate per day for the first ten days the said sub standard vehicles is / are supplied; 	 1) 1% of the accepted composite monthly rate per day for the first ten days the said sub standard vehicles is / are supplied;
		 2 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard vehicles, and 	 2) 2 % of the accepted composite monthly rate per day for the next ten days of supply of the sub-standard vehicles, and
		2.5 % of the accepted composite monthly rate per day for next ten days.	3) 2.5 % of the accepted composite monthly rate per day for next ten days.
		 4) Continuation of supply of sub-standard vehicle beyond 30 days shall be treated as non-supply and compensation as per Clause-7.6 shall be levied. The decision of EoC in the matter shall be final and binding on the contractor(s). 	4) Continuation of supply of sub-standard vehicle(s) beyond 30 days, no amount shall be payable against continual supply of sub standard vehicle(s) except fuel cost (without escalation) and minimum wage of Driver, Helper (if any). Such supply of sub standard vehicle shall be allowed to maximum 50 days from the date of commencement of supply after which the vehicle(s) concerned shall not deployed under the contract and it will be treated as an Event of Default. The decision of EoC in the matter shall be final and binding on the contract of the supply and the contract of the same star(s).
			binding on the contractor(s).
11	2.3.2	Detailed particulars of each of the vehicles intended to be supplied shall be furnished by the contractor(s) in the format given at Appendix-III .	2.3.2(i) Detailed particulars of each of the vehicles intended to be supplied shall be furnished by the contractor(s) in the format given at Appendix-III .
-	-	-	2.3.2(ii) in case of vehicles for AC motor cab in Category A for 12 hours duty - at least 05 vehicles (same make) should be of Maruti Ertiga or equivalent having 03 rows of front facing seats ".

Addendum/ Corrigendum No. IV

Subject: Supply, Operation & maintenance of A/C motor cabs, A/C maxi cabs, Pick-Up Truck and Mini Bus under Haldia Dock Complex

TENDER No. : Tender No ADMN/T/C/2022-24

SI.	ltem	Existing Amended Schedule as	Proposed Schedule
No.		per Addendum-II	
1.	Last date of submission /receiving original copy of DD/	Date 14.03.2022 upto 15:00 Hours	Date 25.03.2022 upto 15:00 Hours
	Banker's Cheque/BG towards EMD/Bid Document fee		
2	Date of closing of online e-tender for submission of	Date. 14.03.2022 upto 15:00 Hours	Date. 25.03.2022 upto 15:00 Hours
	Techno-Commercial Bid and Price Bid		
3	Part-I - Techno-Commercial Bid: Date and time of	Date 14.03.2022 after 15:30 Hours	Date 25.03.2022 after 15:30 Hours
	opening		

Clarifications to queries made by various parties regarding different clauses of the Tender Document

Subject : Supply, Operation & maintenance of A/C motor cabs ,A/C maxi cabs, Pick-Up Truck and Mini Bus under Haldia Dock Complex (Tender No ADMN/T/C/2022-24)

SI	Clause		Clause	Query/observation	Reply to	
No	Referen		Old U3C	Quei y/obsei vation	the query	
	ce				4	
1	2.3.1	Description	A/C Maxi Cab [21 Nos.]	The minimum seating capacity of AC maxi cabs	Matter has been	
		Preferable Make		more than 6 passengers is too restrictive and the lower limit should be 6 (less than	considered . Please refer to	
		Colour	White/ Silver	2000 CC) so that other	item-1 of	
		Fuel	Diesel Driven	vehicles qualifying for Maxi	Addendum	
		Emission Norms	Bharat Stage-IV / Bharat Stage-VI	cabs may also be tendered.	Corrigendu	
		Engine Displace- ment	More than 2000 CC		m-III.	
		Date of first registration	Not before 01.01.2021.			
		Type of registration	Commercial			
		Minimum Seating Capacity	More than 6 passengers and less than 12 passengers +1(Driver)			
		Other requireme				
2	2.3.1	Description	A/C Motor Cab	It should be Petrol for A/C Motor cab and not diesel as	Matter has been	
		Description	[18 Nos.]	diesel driven A/C motor cabs	considered	
		Preferable Make/Model	Maruti Suzuki Dzire, Maruti Ertiga, Hyundai	are no longer being manufactured for use as		
		Colour	Xcent or equivalent. White/Silver	commercial vehicle.	Please	
		Colour Fuel	Diesel Driven		refer to item-1, 2 &	
		Emission Norms	Bharat Stage-IV / Bharat Stage-VI		3 of Addendum	
		Engine Displacement	Below 2000 CC		/ Corrigendu	
		Date of first registration	Not before 01.01.2021.		m-III.	
		Type of registration	Commercial			
		Minimum Seating Capacity	4 passengers + 1 (Driver)			
		Other requirements	The motor cab should have good quality cushion sheets and back rest with proper upholstery.			

3	3.2.1	Essential Technical Capacity:	(i) Whether amounts	i) The
	5.2.1	Essential Technical Supporty.	mentioned for every category to be satisfied should be for "each" work or "sum total" of the similar completed works. (ii) Please clarify, if any tenderer who has completed only one similar work costing more than say Rs 15 crores in last 7 years, will qualify for participating in all the 3 categories considering that the sum total for one work taking all 3 categories together comes to Rs 14.312 crores as per tender. Whether the same logic also applies for other combinations.	amounts of completed works as mentioned in the relevant clause is for each completed works. ii) It is clarified that one similar work costing more than 15 crores will qualify for participating all three categories.
4	7.4	Contract Carriage Permit: 7.4.1 All the vehicles supplied by the Contractor(s) shall have permits / license issued by the concerned authority permitting use of the vehicle on hire (as applicable) and the contractor shall be responsible for obtaining such permit/ license. Trustees shall not accept any liability whatsoever in the matter. Vehicles not having Contract Carriage (CC) Permits would be treated as per provisions laid down in Clause 7.5 of the tender document. 7.4.1.1 In case the contractor is not able to submit CC Permit of any brand new vehicle that he proposes to deploy under the contract concerned within the stipulated period of 45 days from Work Order, further time of one month from the date of deployment of the concerned vehicle at HDC will be allowed without any penalty for obtaining CC Permit. Failing which, the vehicle will be considered as sub-standard vehicle and provisions of Clause - 7.5 will apply	As per the tender, the vehicles to be supplied may have to travel to any place in West Bengal as per requirement of HDC. Considering the model of the vehicles to be 2021 make, the successful tenderer will have to practically provide brand new vehicles for which fresh CC permits will have to be taken. Even in case of old vehicles, the existing CC permits may not fulfill the requirement of HDC as the same might have been issued for operating at other places/ different contract. Hence, the successful tenderer will have to take fresh CC permits for all the vehicles after awarded with the contract from STA in Kolkata. STA takes a very long time for issuing CC Permit which is known to HDC. We therefore request you to please allow deployment of the vehicles without penalty subject to fulfillment of other conditions pending submission of CC Permit. However, as an alternative you may insist for submission of the following Documents	Matter has been considered . Please refer to item-4 & 5 of Addendum / Corrigendu m-III

			in lieu of CC Permit for initial acceptance for commencement of contract: (i) "Offer Letter" issued by STA containing approval of STA for issuance of CC Permit. (ii) "TR 7 challan" towards payment of fees for issuance of CC Permit. The above documents will establish that the successful tenderer has taken action for obtaining CC permit in time.	
5	7.5.1	In case the contractor provides vehicles which do not fulfill any/all of the specifications as mentioned hereinabove, and / or do not possess contract carriage permit wherever applicable, the payable amount to the contractor against the vehicle for the month shall be reduced as per the following formula:	This clause should not be made applicable for those vehicles with which the contract has initially commenced upon getting approval of HDC for deploying each of the vehicles. In case, HDC allows commencement of contract with any shortfall in any vehicle presented before HDC, this penalty clause should not be made applicable. The extent of penalty is too high and may be lowered.	1. It is clarified that this clause is applicable during currency of the contract. 2. The clause no. will read as 7.5.2 in place of clause no. 7.5.1.
6	7.6.3	Compensation charge at the rate of Rs.600/- plus GST per hour or part thereof shall be payable by the contractor(s) for the time lost if any for refueling of the vehicles during duty hours on any day.	It is difficult as also not cost effective to fuel vehicles by alternative method. Therefore the vehicles are to be fueled at the pumps only. This will require temporary release of vehicles specially on 24 hours duty for a reasonable time. Hence, this provision should be deleted.	Matter has been considered . Please refer to item-6 of Addendum / Corrigendu m-III
7	7.8.2	The Log Books of each vehicle shall be written by the authorized officials of HDC. The concerned contractor or driver of the vehicle shall not write anything in the Log Book. The opening and closing readings of the odometer, elaborate description of the journey etc. shall be recorded in the Log Book on each day and the same shall be signed by the authorized officials of HDC. The corresponding timings shall also be recorded in the Log Book regularly. Each trip shall have to be signed by the users / authorized officials of HDC.	This clause is more for HDC officials to comply.	The trip of vehicles will be recorded as per the provision of the tender. Further the driver of the concerned vehicle should be advised to ensure to log book

				entries in terms of tender
8	7.9.1	The contractor(s) shall submit a single composite bill comprising all vehicles supplied by him each month to Administration Division upon certification by User Division/ Unit as per the composite monthly rate of the category of vehicle concerned quoted by the successful tenderer & accepted by HDC, SMPK plus applicable GST.	This provision will pose severe difficulties for contractors in case the divisions delay in submitting the complete log book or in certification. Hence we are requesting for payment as per the composite rate and deductions if any for penalty etc may be deducted from the bills of the subsequent month on the basis of log book recordings.	Matter has been considered . Please refer to item-7 of Addendum / Corrigendu m-III
9	7.11.2	The rate of escalation/de-escalation for fuel shall be the actual difference between the rate of HSD prevailing at Haldia (price of IOCL shall be considered) on the last date of submission of tender and the minimum rate of HSD at Haldia (price of Oil PSUs) prevailing in a given month for which the escalation/de- escalation is effected and claimed. For the purpose of calculating the escalation/de- escalation on account of fuel oil (HSD), the rate of consumption of HSD per KM run of a vehicle shall be considered as follows: (1) Rate of consumption of AC Motor Cabs 15 K.M / Ltrs. (2) Rate of consumption of AC Maxi Cabs 14 K.M/ Ltrs. (3) Rate of consumption of a pick-up truck 08 K.M/ Ltrs. (4) Rate of consumption of a Minibus 7 K.M/ Ltrs.	The mileage figure for AC maxi cab should be 10 km/ltr, For Pick Up Truck 6 km/ltr and for minibus 5 km/ltr.	The request is not acceded to. The clause will remain as it is.
10.	Item No I of SOT	e-Nivida Registration Charges: Rs. 2000/- + Applicable GST Per Year (Non Refundable) by net-banking / Debit / Credit card at RailTel Portal only.	Whether we shall have to deposit Portal Registration Fee in spite of deposition of Portal Fee of Rs. 2000 + GST paid by us in last Jun-2021 against Tender No. ADMN/T/B/CISF/2021-26.	The Portal Registratio n is valid for one year from date of Registratio n.
11.	7.1.2	The contractor(s) may place the vehicles for inspection & acceptance in phases if he so desires, within the stipulated time of 45 days.	In the Clause No. 7.1.2 (Page No 27): Your mobilization period is 45 days but we would request you to give us 90 days mobilization time.	The request is not acceded to. The clause will remain as it is.