

SYAMA PRASAD MOOKERJEE PORT, KOLKATA
KOLKATA DOCK SYSTEM
Mechanical & Electrical Engineering Department

WEBSITE NOTICE FOR

ADDENDUM

Subject / Work title : **Deployment, Operation and Maintaining of equipment for container handling operations in Kolkata Dock System (KDS), Syama Prasad Mookerjee Port, Kolkata for a period of 5 years**

Extension: The closing date of submission of tender and opening of techno-commercial offers has been extended till 14-00 hours on 18.03.2024 and 15-00 hours on 19.03.2024 respectively.

Pursuant to the queries raised by the intending bidders in the Pre-bid Techno-commercial conference held on 01.02.2024, the Addendum against those queries of prospective tenderers are given below.

ADDENDUM

Sl. No.	Clause/Page reference	Addition/amendment (w.r.t. relevant clauses of the Tender document)
1	8.2.1 (page-64) Note-1	Note-1 of clause 8.2.1 stands amended as mentioned below : Note-1: Adjustment on this account would be made on monthly basis.
2	2.0.(b).I. Note For MHC vessels (page-14,15)	The first note at bottom of page-14 (below clause 2.0.(b).I. iii) stands deleted. The second note at top of page-15 (below clause 2.0.(b).I. iii) is amended as mentioned below : Note : For MHC vessels : The selected service provider will be carrying out the lashing/unlashing and all other onboard work of vessels.
3.	General	SMPK will not impose any bar to the service provider for getting their own customers/liners. However, there will not be any additional financial outgo of SMPK on this account.
4	Page-8	Date of closing of online e-tender for submission online (Techno-Commercial and Price Bid) at https://kopt.enivida.in is extended to 18.03.2024 upto 14.00 hrs. & date of opening of techno-commercial bid is extended to 15.00 hrs on 19.03.2024.
5	Table-1 (page-13) & Note (iii)	<p>The selected service provider has to deploy 4 MHC before commencement of contractual work of container handling. The first stand by MHC (i.e. 5th MHC) shall be deployed within 6 months of commencement of contractual work and the 2nd standby MHC (i.e. 6th MHC) shall be deployed within 12 months of commencement of contractual work. Herein the date of commencement of contractual work shall mean commencement of container handling operation at all the required berths under scope of this tender.</p> <p>Note : In the above scenario, the penalty provision (as detailed under clause 7.9.B.III, page-55, 56 of tender document) with respect to MHC only shall not be applicable upto 6 months from commencement of contractual work . From the first day of seventh month of contractual work, the clause 7.9.B.III, page-55, 56 of tender document will be applicable.</p> <p><u>A. MHC</u></p> <p>At any point of time during first six months after commencement of contractual work, 3 (three) out of the 4 (four) MHCs should be made available round the clock basis as per requirement of SMPK for container handling operation for which at the most 3 MHC berths will be given. These MHCs will be termed as first, second, third MHC. The fourth MHC to be kept as standby. This 4th MHC will be required to be deployed as per work requirement and maintenance schedule of the MHCs.</p> <p>During container handling operations at all the above berths (or at any two or one of the above three berths) by all these three MHCs, if any MHC (called as 3rd MHC) becomes unavailable, four hours of free time will be given for arranging replaced MHC or repairing the said 3rd MHC. The compensation clause as per the following table will be effected after completion of said four hours period. Further unavailability (i.e. 2nd MHC, while 3rd MHC remaining unavailable or 1st MHC remaining unavailable while 3rd as well as 2nd MHC remaining unavailable), the compensation clause as mentioned below will be effected.</p> <p>Duration for non-availability of MHCs will be added up on hourly basis. In case of fraction of an hour, 0.5 hour or more will be considered as 1 hour & less than 0.5 hour will not be considered. The duration of non-availability of MHC so added up will be basis of the compensation clause as per the following table.</p>

Total number of days when two MHC out of four MHCs remaining non-available	Compensation amount
When two out of four MHCs is not-available up to maximum 7 days or less than that time period	@ ₹ 33,000 (Rupees Thirty three thousand) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 37,000 (Rupees Thirty Seven thousand) per hour
Beyond 15 days upto maximum 30 days	@ ₹ 46,000 (Rupees Forty Six thousand) per hour
Beyond 30 days	@ ₹ 58,000 (Rupees Fifty Eight thousand) per hour

For example:

Case 1: If 3rd MHC is not available for 45 hours at a stretch, the compensation amount will be:

(45 hours - 4 hours as free time) * 33000 = Rs.13,53,000/-

Case 2: If 3rd MHC is not available for 10 days and 6 hours at a stretch, the compensation amount will be:

(7 days * 24 hours – 4 hours free time)*33000 + (3 days *24 hours + 6 hours)*37000 = 54,12,000+28,86,000 = Rs. 82,98,000/-.

Total number of days when three MHCs out of four MHCs are unavailable	Compensation amount
When three MHCs out of four MHCs is non-available up to maximum 7 days at a stretch or less than that time period	@ ₹ 1,00,000 (Rupees One lakh) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 1,05,000 (Rupees One lakh and five thousand) per hour
Beyond 15 days upto maximum 30 days	@ ₹ 1,16,000 (Rupees One lakh sixteen thousand) per hour
Beyond 30 days	@ ₹ 1,37,000 (Rupees One lakh thirty seven thousand) per hour

Total number of days when four MHCs out of four MHCs are unavailable	Compensation amount
When four MHCs out of four MHCs is non-available up to maximum 7 days or less than that time period	@ ₹ 4,15,000 (Rupees Four lakh Fifteen thousand) per hour
Beyond 7 days upto maximum 15 days	@ ₹ 8,30,000 (Rupees Eight lakh Thirty thousand) per hour
Beyond 15 days upto maximum 30 days	@ ₹ 12,50,000 (Rupees Twelve lakh Fifty thousand) per hour
Beyond 30 days	@ ₹ 20,80,000 (Rupees Twenty lakh Eighty thousand) per hour

6	General Escalation
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	<p>(page-64)</p>	<p>The General Escalation clause 8.2.2 stands amended as mentioned below :</p> <p>A yearly general escalation on 35% (having considered fuel component and non-escalable component included in the balance 65%) of the accepted unit rate will be allowed. This calculation will be on the 60% of the change of Wholesale Price Index, (WPI) as detailed below. The base WPI for the purpose of price adjustment throughout the contract period will be taken as on 1st January, 2024. GST will be payable extra at actual on the payable amount of escalation as may be arrived at by the principle detailed herein.</p> <p>Note: Calculation for escalation will be based as per following principle; The 35% of the accepted rate will be indexed to inflation but only to an extent of 60% of the variation in wholesale price index (WPI) occurring between 1st January 2024 and 1st January of the relevant year. Such adjustment of rate will be made every year on 35% of the rate accepted by SMPK and the adjusted rate will come into force from 1st April of the relevant year to 31st March of the following year. For this purpose, the WPI for all commodities announced by the Government of India will be considered. The base WPI for the purpose of price adjustment will be taken as on 1st January, 2024 and the first price adjustment will be allowed w.e.f. 1st April, 2025, considering the variation in WPI occurring during the period from 1st January 2024 to 1st January, 2025. The base date of 01 January 2024 shall be taken into account for the said purpose irrespective of the scheduled date of submission of the final price offer.</p> <p>Illustration:</p> <p>i) Let the agreed rate be Rs. Z. If the variation in WPI as of 1st January 2025 with reference to 1st January 2024 is (+) 5%, then the revised rate for the year 2025 will be Rs. Z x [1 + (5/100 x 60/100)x(35/100)] = Rs.1.0105Z. The revised rate will take effect from 1 April 2025 and will remain in force till 31 March 2026.</p> <p>ii) If the variation in WPI as of 1 January 2026 with reference to 1 January 2024 is (-) 3%, then the revised rate for the year 2026 will be Rs. Z [1 + (-3/100 x 60/100)x(35/100)] = Rs.0.9937Z. The revised rate/s will take effect from 1 April 2026 and will remain in force till 31 March, 2027.</p>
7	<p>4.5.1 (page-31, 32)</p>	<p>The relevant tender provisions stands amended to the extent as mentioned below: Maximum 2 MHC may be taken on lease/hire. Balance 4 MHCs and all RTGs to be owned.</p>
8	<p>Completion time(Clause 7.2.A, page-41)</p>	<p>Completion time will be 210 days (instead of 180 days as mentioned in the tender documents), from the date of receipt of LOI/LOA.</p>
9	<p>Chapter-3</p>	

		<p>In case the prospective bidder submits bid through consortium, the relevant tender provisions applicable for consortium, stands amended to the extent as mentioned below:-</p> <p>(i) A Consortium Bidder shall not comprise of more than 3 (three) Bidders out of which one Bidder shall have to be a lead member holding more than 50% ownership interest in such Consortium Bidder and contributing to more than 50% of the Pre-Qualification Criteria. 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 the Lead Member shall be binding on the constituent members of the Consortium Bidder.</p> <p>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.</p> <p>(ii) In case of a Consortium Bidder, the Lead Member’s credentials should contribute towards more than 50% (fifty percent) of the Pre-Qualification Criteria and each of the remaining members of a Consortium Bidder shall contribute towards more than 25% (twenty-five percent) of the Pre-Qualification Criteria.</p> <p>(iii) Members of a Consortium Bidder shall not be permitted to participate individually or as part of another Consortium Bidder, with respect to this Tender.</p> <p>(iv) All the procedures mentioned hereinafter regarding the Bid submission and payment process shall be done by the Lead Member of the Consortium Bidder. The other members of such Consortium Bidder shall not participate in the Tender through another Consortium Bidder or individually.</p> <p>(v) 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.</p> <p>(vi) 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.</p> <p>(vii) Any form of bid rigging by 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 any award granted to a Consortium Bidder by the Tender Authority (without notice) and the Tender Authority shall proceed against such defaulting Consortium Bidder and its constituent members in the manner prescribed under the Tender Document and the Applicable Laws.</p>
10	Clause 2.0 (e)	

	(iv) [page-16]	<p>The clause 2.0 (e) (iv) [page-16] of the tender document stands deleted and the following para is to be read in place of the said para:</p> <p>The service provider shall have to deploy required devices in their container handling equipment, which have the capability/feature to capture the Container Number along with the timestamp of operation/activity, geo-location automatically and share with the port/port authorized agency in near real-time mode (within 30 seconds) the Container Number, Geo-Location, Timestamp, and Equipment Number/ID, etc. through API integration.</p>
11	Clause 2.0 (c) (iii) [page-15]	<p>The clause 2.0 (c) (iii) [page-15] of the tender document stands deleted and the following para is to be read in place of the said para:</p> <p>Loading/unloading to/from trucks/rail wagons at the yards <i>using RTGs or RSTs</i> for the purpose of delivery/removal/receiving and shiftings including container retrieval for import rail bound containers where container stacked at import yard & later transferred to rail block & similarly export container transfer from rail yard to export yard.</p>
12	Clause 7.8.C.ii [page-49]	<p>The clause 7.8.C.ii [page-49] of the tender document stands deleted and the following para is to be read in place of the said para:</p> <p>The service provider has to deploy 2 MHCs simultaneously for container handling in a vessel at MHC berth as and when advised by SMPK for improving turn round time of vessel.</p> <p>Note: The service provider has to commence vessel work within 60 minutes from her berthing at the working berth, failing which terms as mentioned under clause 7.9.B.III will be applicable for non-availability of MHC. In case of any delay arising out of any untoward incident, the above timing will be jointly decided by the contractor with SMPK.</p>
13	3.6(page-24) 4.4.2(page-28)	<p>Exemption of fees (tender Fee and EMD) for Micro and Small Enterprises (MSEs):</p> <p>The relevant terms of the tender regarding exemption of fees (tender Fee and EMD) for Micro and Small Enterprises (MSEs) stands deleted.</p> <p>Hence, all the prospective tenderers are required to submit tender fee and EMD.</p>
14		<u>APPENDIX – XV</u>

UNDERTAKING

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

1. THAT I am the Proprietor/Partner/Director of _____ having office at _____ and carrying on business on the same name and style.

2. THAT my aforesaid Firm participating in this tender as a Single Entity or as a consortium partner (strike out whichever is not applicable), being a foreign entity, is not in a position to furnish the following documents now alongwith this techno-commercial offer:-

- (i) Appendix - I and Appendix - V (*executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs.10/-*);
- (ii) Certified Copy of valid document of up-to-date payment of Professional Tax for Tenderer for the employees;
- (iii) Certified copy of 'Provident Fund Registration Certificate';
- (iv) Certified copy of valid GST Registration No./Code No. ;
- (v) Certified copy of 'Employees State Insurance (ESI) Registration Certificate';
- (vi) Trade Licence issued by the appropriate authority.
- (vii) Documentary evidence that the Tenderer has an office in Kolkata for effective co-ordination with SMPK ;

3. In the above background, the undersigned hereby furnishes Appendix - I and Appendix - V (*without execution before Notary Public on a Non-Judicial Stamp Paper*) and confirms, undertakes and accepts to furnish the following documents in the event of receipt of LoI as per following details:-

Sl. No.	Document particulars	Mode and timeline of submission by the SPV after receipt of LoI
(a)	Certified Copy of valid document of up-to-date payment of Professional Tax for Tenderer for the employees;	Copy of application to the authority concerned within one month from the date of receipt of LoI and submission of proof thereof to SMPK within one week from the date of submission of application and submission of the document within one month from the date of receipt of said document form the authority concerned
(b)	Certified copy of 'Provident Fund Registration Certificate';	-do-
(c)	Certified copy of valid GST Registration No./Code No. ;	-do-
(d)	Certified copy of 'Employees State	-do-

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		Insurance (ESI) Registration Certificate';	
	(e)	Trade Licence issued by the appropriate authority	-do-
	(f)	Documentary evidence that the Tenderer has an office in Kolkata for effective co-ordination with SMPK	-do-

4. That the following documents are, however, being furnished now in the techno-commercial part of this offer on the strength of having an Indian Branch office located at (address) :-

(i) Certified Copy of PAN;

(ii) Certified copy of Certificate of Incorporation as applicable;

5. THAT the present Undertaking is filed before the Syama Prasad Mookerjee Port, Kolkata as per Sl. Nos. 72 of the Addendum pertaining to the Tender vide NIT no. **SMP/KDS/Mech/C/ADV/661 dated 15.01.2024** issued by the Syama Prasad Mookerjee Port, Kolkata in respect of the work (the work is to be mentioned).

6. THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by:

All other terms and conditions of the tender shall remain unaltered.

The above Addendum shall be a part of the Tender Document as per terms of the original tender and the same shall have to be submitted alongwith the techno-commercial part of the tender.

Dated :22.02.2024

Chief Mechanical Engineer