

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

**WEBSITE NOTICE FOR**

**CLARIFICATION AGAINST PRE-BID QUERIES**

**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.

**CLARIFICATION AGAINST PRE-BID QUERIES** : As appended in the following pages.

**Pursuant to the queries raised by the intending bidders in the Pre-bid Techno-commercial conference held on 01.02.2024**

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The representatives of the following prospective Tenderers attended the Pre-bid Techno-commercial conference held on 01.02.2024 for the tendered work:

- (i) M/s Saif Powertec Limited, Dhaka, Bangladesh
- (ii) M/s Adani Ports and SEZ Ltd;
- (iii) M/s IRC Natural Resources Pvt. Limited;
- (iv) M/s Navin Group, Ahmedabad;
- (v) M/s Road Wings International Pvt. Ltd.;
- (vi) M/s T.R.S. Himalayan Logipark Private Limited, Nepal;
- (vii) M/s Highway Road Lines Pvt. Ltd.
- (viii) M/s Century Plyboards (I) Ltd.

2. All the points/queries raised in the pre-bid meeting by intending tenderers as per the above list were also part of the written/e-mail submission as received from them as given below. Hence, such queries verbatim with the clarifications thereon made by SMPK are juxtaposed in the following tables against the respective clauses /terms of the tender.

3. Accordingly, the consequent clarifications / decision of SMPK against those queries of prospective tenderers are given below.

**CLARIFICATION AGAINST PRE-BID QUERIES**

**A.1. Points raised by M/s IRC Natural Resources Pvt. Ltd. vide their letter dated 30.01.2024 :-**

Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
1	<p><b>NIT (Page No. 7)</b> – Estimated cost : Total Rs.569.85 crores for 5 years Kindly let us have the basis of calculation</p>	<p>Calculation of estimate is based on considering the Capital cost of equipment and giving effect of written down value and depreciation of the same considering life of MHC to be 15 yrs. and RTG to be 20 yrs. In case of new RST &amp; TT, the life has been considered as 8 yrs. &amp; 10 yrs. respectively. Further, operational cost was considered as per TAMP guideline and fuel cost has also been calculated in line with the same as provided in the tender document under price adjustment clause (page-64). Regarding basis of calculation details, CME, SMPK office may be visited, if so felt.</p>
2	<p><b>Annexure-B (Page No. 13) (Table-1) – List of equipment: Mobile Harbour Crane and Rubber Tyred Gantry Crane shall not be more than 10 years old.</b> For cranes conforming to the given specifications, having suitably certified residual life of 5 years, can this age restriction of 10 yrs. be waived ? <b>Also Reach stacker and Tractor Trailers have been specified as new.</b> Can used Reach stacker and Tractor Trailers having residual life of 5 yrs. be procured or hired / leased ?</p>	<p>Tender terms remain unaltered.</p>
3	<p><b>2.0 (d) Note (Page – 15)</b> – Hazardous cargo direct delivery / receiving operation : However, for hazardous cargo direct delivery / receiving operation, those moves or any component thereof, for which the Port users cannot be billed by SMPK as per the existing scale of Rates, the service provider shall not be paid for such moves or any component thereof. – Kindly clarify.</p>	<p>The tender clause no.2.0(d) is self-explanatory.</p>
4	<p><b>2.4 (Page – 17)</b> – Allowable ground load / pressure of the berths at NSD The allowable ground load .....5000 Kg/sqm. .... However, 1 NSD will be operated as non-MHC berth till such time the 200 T crane is required.....operated as non-MHC berth. – Kindly clarify.</p>	<p>The said Berth cannot be operated as MHC Berth due to presence of 200 T crane installed at berth face.</p>
5	<p><b>3.2 (Page – 18)</b> – Eligibility Criteria : A. Technical capacity : A.I &amp; II completed works / on going works : ‘similar work’ means “ managing &amp; operating container terminals at berths, or at yards of port,..... with associated support equipment such as tractor Trailer and / or Reach Stacker or.....” Request through put per annum for dry bulk cargo also be considered instead of container as Eligibility Criteria, - Kindly confirm</p>	<p>Tender terms remain unaltered.</p>

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<b>Sl. No.</b>	<b>Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)</b>	<b>SMPK's clarifications / decisions</b>
6	<b>4.1 Note (Page – 26)</b> - Site : The available yards for container handling for the proposed tender is given in the below table : Are these yards / Blocks mentioned in this table adjacent to the designated berth ?	The yards / blocks are located one after another in parallel manner starting from the respective berths over a range of approx. 100-400 meters .
7	<b>4.4.2 (Page – 28)</b> – Exemption of fees for Micro and Small Enterprises (MSEs) “ If Micro and Small Enterprises (MSEs) registered with NSIC or MSME intends to participate in the tender..... Would bidder registered with MSME be exempted from document fee and Earnest Money Deposit ? Kindly confirm A copy of MSME Registration certificate giving National Industry Classification Codes of IRC Natural Resources Pvt. Ltd. Is attached for your kind verification and confirmation.	Please refer Sl. No. 13 of Addendum.
8	<b>7.2 A (Page – 41)</b> – Commencement of work .....4 MHC, 3 RTG, 12 RST & 33 TTC..... as well as deploying necessary manpower and complete all other allied works with a period of 180 days from the date of receipt of LOI/LOA Request completion time be increased to one year from the date of LOI/LOA for various practical considerations.	Please refer Sl No. 8 of Addendum
9	<b>7.16.1 (Page – 60)</b> – Kindly add “Event beyond reasonable control of contractor” as Force Majeure event	Tender terms remain unaltered.
10	<b>8.2.1 (Page – 64)</b> – Price adjustment clause : For upward or downward revision of fuel (HSD) PRICE: <b>Note-1</b> – Adjustment on this account will be made on yearly basis. <b>(i)</b> Suggest a sample calculation for adjustment of payable amount be provided <b>(ii)</b> For HSD price variation, it is suggested that adjustment on this account should be made on monthly basis instead of yearly basis.	(i) CME's office may be visited for getting clarification. (ii) Please refer Addendum Sl. No.1.
11	<b>Appendix X (Page – 83)</b> – Technical details of the MHCs tentatively proposed to be deployed “ At the time of bidding, details would be provided to the extent possible. Remaining details would be provided along with the complete specification after finalization of order for the equipment.	Tender terms remain unaltered.
<b>A.2 Points raised by M/s Navin Group (Navin House, Opp. Sardar Patel Seva Samaj, Ahmedabad- 380006) vide their email dated 30.01.2024 :-</b>		
12	What Facilities will be provided –office space/ workshop / parking / accommodation / electricity ? . If chargeable, what are the charges associated ?	Please refer Clause 7.2.G (page-42,43) for details.
13	How is the basis for calculation of moves per hour (company Navis or port software)? What are the accepted delays which would be subtracted while calculating moves per hour ?	Calculation of the move is done separately for each vessel, after considering (deducting) detention list (as mentioned at page-52 of tender document) of time not attributable to the service provider.
14	What are the various licenses required to carry out the operation ?	The required documents are mentioned in the tender document.
15	Is the service provider allowed to get their own customers / liners ?. If yes, what is the methodology of calculation & financials for the same ?	Please refer Addendum Sl. No.3.
16	What the average trip distance from wharf to yard ?	Average distance is around 250 meters (varies from 100 meter to 500 meter).
17	Out of the traffic shown, please share type wise cargo as per <b>Annexure-I</b> for past 2 years ?	May please visit CME, SMPK Office in this regard.

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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
18	Out of the traffic shown, what % of traffic was handled by the appointed O&M & what % was handled directly by shipping agent appointed stevedore in last 3 years. Year wise.	The entire shore handling was done by the O&M Contractor. However, On-board handling of the geared vessels only is being done by the licensed Stevedores engaged by the concerned Feeder operator. Percentage of container traffic handled by geared vessels compared to total container traffic handling in the last 3 years – 22%, 22% & 15% respectively.]
19	Apart from Port (for gate operations) & O&M stevedore, which other agencies will be involved in the operations? Are there any mandatory agencies, manpower, contractors to be hired for any activity ?	<p>Inside Dock area, other than stevedores, only man power engaged by O&amp;M contractor are allowed to work for the tendered work.</p> <p>The O&amp;M contractor is free to choose their man power for carrying out the tendered work.</p> <p>Apart from Port and O&amp;M Contractor, there are other services for which external agencies are involved. The same are as under:-</p> <ul style="list-style-type: none"> <li>i) Licensed Stevedores for on board operation of geared vessels.</li> <li>(ii) Tagging/De-tagging of containers with RFID tags for tracking purpose.</li> <li>iii) Licensed Surveyors engaged by the Shipping Lines.</li> <li>iv) Plug-in/out and monitoring of reefer containers at Reefer Parks.</li> <li>v) Any other services that may be required / mandated in future which would involve external agencies.</li> </ul>
20	What is the methodology & basis for calculating availability of an equipment?	The availability of equipment is considered for vessel work during ship face operation and for yard work during receiving delivery operation. When equipment is not-available, the effect of such non-availability of equipment is measured by imposing penalty at ship face and at yard operation as detailed under page 54, 55, 56, 57, 58 of tender document.
21	What is the Current organogram & hierarchy structure ? Are there any mandatory positions to be manned through the O&M company & who will the site team coordinate with on a day to day basis?	There are no mandatory positions to be manned by the O&M contractor. The engaged man power of O&M contractor will execute the tendered work inside Dock premises in coordination/ consultation with Traffic Dept. of SMPK. Further, Port is not involved with the organogram or hierarchy of the present O&M Contractor. Details of the specific officials posted at the Terminal have to be shared

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22	Positions like Checkers, supervisors etc are not mentioned. Are any of the positions mandatory ?	with Port for interactions / liaison. These positions are required. However, the O&M contractor may deploy them as per work requirement.
23	Which other penalties may be applicable. Is there a cap for the same. For eg – vessel damage, mis-declaration of container etc.	Please refer Special condition of contract of Tender document(page-45,46).
<b>A.3 Points raised by M/s Adani Ports and SEZ Ltd. vide their email dated 30.01.2024 :-</b>		
24	<b>General (Project Cost )</b> - Generally, in case of such O&M Contract of Short period of 5 years, Service Provider will not invest any Equipment or any other facility since the scope is to only operate and maintain for a period. Investment cannot be made by Service Provider. Further cost estimated by Authority is also very high. So, in this situation, we are of the view that such obligation of investment for recovery within 5-year timeframe would be too onerous. We request that there should be no obligation of investment by Service Providers. In case Authority is not having required equipment, Service Provider should be obliged to get the same on hire basis.	Please refer Addendum Sl. No.7.
25	<b>General [Project Cost and Deployment of Cranes on hire basis]</b> - We understand that we have to deploy 4 + 2 MHCs for the proposed period of 5 years. The stand-by equipment referred to be 2 MHCs are just redundancy which will not be paid for. So, we suggest that only 4 nos. of MHC or any other type of crane should be prescribed.	Please refer Addendum Sl. No.5.
26	<b>General (Project Cost )</b> - We refer that the Project is going to cost around INR 570 Crore. We would like to understand the project components that is included in the Project Cost. Please provide the break up of the estimated cost in order to understand the required facilities and the cost of the same estimated by Authority.	Project cost is not to be considered as Rs.570 crores. It is the estimated total revenue requirement of the O&M operator for 5 years. For arriving at this estimate, the calculation is done considering the Capital cost of equipment and giving effect of written down value and depreciation of the same considering life of MHC to be 15 yrs. and RTG to be 20 yrs. In case of new RST & TT, the life has been considered as 8 yrs. & 10 yrs. respectively. Further, operational cost was considered as per TAMP guideline and fuel cost has also been calculated as per move details as provided in the tender document under price adjustment clause (page-64).
27	<b>Page 15 Note (i)Page 16 Note [Moves or any service component which cannot be billed to Port users by SMPK]</b> - We refer here mentioned as "...However, those moves or any component thereof, for which the Port users cannot be billed by SMPK as per the existing Scale of Rates, the	Tender terms remain unaltered.

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	<p><i>service provider shall not be paid for such moves or any component thereof."</i></p> <p>We would like to request that the above clause will be counter-remunerative for Service Provider. We suggest that if Service provider is giving the service and incurring cost, there should be compensation or the recovery of the same. Further, this is mentioned in such a broad manner that it cannot be factored into the bid based on any assumption also. So, we request to remove the provision.</p>	
28	<p><b>2.0 (e) – (v) [Gate Operations]</b>- Please clarify whether gate operations are part of the tender scope or not.</p>	<p>Gate operation is under scope of SMPK (please refer 2.0.(e).(vi).</p>
29	<p><b>3.2 – Eligibility Criteria – (A) Technical Capacity B) Financial Capacity</b> - Technical Capacity is being considered based on 7 years completed on 31.12.2023. This is generally based on financial years basis. So, ideally, the experience of financial year completed as on 31.3.2023 should be considered instead of Calendar year. Statutory Auditor and / or Authorities also takes into account the period of financial year reporting only. Hence, we request to consider completed financial year for eligibility criteria. Similarly, financial capacity should also be considered based on financial year.</p>	<p>Eligibility criteria can be of any completed year provided the same satisfies the 7 years timeline ending on 31.12.2023. Consideration of financial criteria based on financial year is already mentioned in tender document.</p>
30	<p><b>3.2 - Similar Work Definition</b> - We refer in the similar work definition that ICD and CFS operation experience has been considered to be similar work. However, we would suggest that standalone operation of ICD and/or CFS does not cover the operation of container handling at jetty or berth. As the proposed tender requires to handle the containers at berths proposed, we suggest that Eligibility Criteria should be modified and container operation at jetty should compulsorily be part of the similar work which is proposed to be claimed as eligible similar work. Hence, we request to change the definition of Similar Work.</p>	<p>Tender terms remain unaltered.</p>
31	<p><b>7 (B) II - [Normal Level Productivity - B. Productivity Level Berth Output]</b> - It is referred that MHC and Non MHC berths will achieve 20 Moves per hour per crane and 8 hooks per hour per crane, respectively. We suggest that these seem to be very high considering the average values to be achieved. Further, we wanted to understand the present values being achieved as per the current operations. However, before studying the current operation in detailed manner, we would like to highlight at least for MHC operations that the reasonable number could range between 12 to 15 moves only, not beyond that. This is subject to detailed study.</p>	<p>Tender terms remain unaltered. In last 20 years of container operations by MHC at ship face at KDS, such level of productivity is generally maintained by O&amp;M operator except certain cases of breakdown of equipment. Hence, NLP (Normal Level of Productivity) figure mentioned in the tender document remain unaltered.</p>
32	<p><b>7 (B) II - [Normal Level Productivity - B. Productivity Level Receipt and Delivery Operations]</b> - If the gate operations are not in our scope or control, we cannot commit the productivity of Receipt and Delivery options. Instead of this, Service Provider should be measured for its productivity from the time the Truck enters into the yard which is within control of the Service Provider. We request the change in the provision to this effect.</p>	<p>Tender terms remain unaltered. Presently, whenever any truck/ trailer enters port designated gate for receiving/delivery, the information of such entry of truck/trailer would be shared instantly with the service provider via IT system.</p>
33	<p><b>IT Systems to be considered</b> - It is referred that TOS and other digitalization equipment / devices are to be deployed for the purpose of operations. We would like to understand the components with reference</p>	<p>Tender terms remain unaltered.</p>

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	to cost break-up of the Project. Since the period of contract will be very short, project will not be able to take the load of such capital expenditure. Hence, in view of viability of the contract, we request that the cost of IT systems like TOS, Digital Devices or any other facilities for the purpose of operations should be incurred by SMPK.	
34	<b>Para 7 (F) – [Note – Export Rail Containers]</b> - It is referred that in case of export rail containers, if the vessel is not nominated and due to that the container will have to be moved from Rail Yard to export yard and then to vessel. So, the additional move from Rail yard to Export Yard will not be paid separately. We are of the view that this activity is going to cost the Service Provider. We request Authority to please consider the payment of all such additional moves based on the utilization of respective equipment. Not paying such rail container will build an dis- incentive for handling of such containers which are for export. Rather, from larger point of view of government side, we suggest that export activity should not be disincentivized since it will lead to loss to the exchequer.	Yard Management is under the scope of O&M Contractor (i.e. service provider). So, responsibility of feeding rail borne export containers to vessels lies upon the service provider. However, at present, no such additional charges are levied by SMPK on the Shipping Lines.
35	<b>7.9.B.II - [Rate for handling Break Bulk Packages coming in Container vessels]</b> - The provision is not referring the unit for any value i.e. 36. It is mentioned that it is number of TEUs to be converted into rupees as per contract with services provider for handling container at NSD. At the same time, it is mentioned as Handling of break bulk parcel per unit. We are not clear what does this provision conveys.	For handling of one break bulk package , the service provider will get 36 times contract rate.
36	<b>7.11 b-1 [Consistent Performance of MHCs]</b> - We refer that the para provides for achieving 80% of NLP. NLP has already been defined. Average numbers are already prescribed for berth operation, receipt delivery operation and other parameters. We request Authority that this para is a duplication of already prescribed requirement of NLP. This should refer only the requirement of 80% achievement of prescribed NLP. References and calculation of monthly moves, etc. should not be referred as it creates unnecessary reference and confusions later on.	There is no confusion in this clause as it would be applicable in the event of termination of contract. Hence, tender term remain unaltered.
37	<b>7.9 - [Penalty]</b> - We have referred various rates of penalties per day for different types of operation activities. We would like to suggest that the prescribed levels of penalties are very high. Based on your responses of queries, receipt of information required from your side, and assessment that we will carry out to assess the cost of operations, we will take a view on the penalty numbers. However, we are quite clear that the current levels are on a higher side. Hence, we request that the penalties should, of course, be there but the same should be with reasonable level and should not make the project burdensome or high-risk activity. Secondly, the event of default has been referred at falling short of 80% of NLP. So, we request that penalty should not be applicable till 80% of NLP since the same is the requirement to comply with the tender terms.	The prescribed level of penalty have been kept at higher level considering experience of SMPK of unavailability of equipment leading to serious loss of business of SMPK. The provision of stand by Mobile Harbour Crane has been kept so that the service provider does not suffer financially from imposition of penalty on this account of unavailability of equipment leading to loss of productivity in ship-face as well as in Yard operation.
38	<b>8.2.2 - [Escalation ]-</b> Escalation of Payments to Service Provider is considered only to the extent of	Please refer Addendum Sl. No.6.



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	25% and then also out of other 75%, only fuel is allowed to be escalated. This is too onerous and burdensome provision. We request the Authority to please consider a fix rate of escalation in line with various frameworks followed by Major Ports. Such rate should be applicable for full rate that is quoted by Bidder and accepted by the Authority.																																									
39	<b>General- [Last Date of Submission]</b> - We request that the last date of submission should be extended by at least 4 weeks. We are working on the assessment. We will be visiting the site and will be undertaking the studies with respect to the civil facilities and yard planning and operational philosophy. We will be able to finalize our business case to be approved by management only after our visit, studies and the responses that we get from the Authority. Hence, we request for the above extension of last date of submission.	Please refer Addendum Sl. No.4.																																								
40	<p><b>General –[Request for Additional Data and information- Operational]</b> – Please share the following listed information and data points to take forward our assessment for the project.-</p> <ul style="list-style-type: none"> <li>(i) Please provide the details of the cargo handled in geared vs non-geared vessels in the last 5 years.</li> <li>(ii) Please provide the details of the commodity wise breakup of cargo handled at Berth no 1 in the last five years</li> <li>(iii) Please provide the productivity of berth no 3,4,5,7 &amp; 8 for geared and non-geared vessels in terms of Move per hour. Please share the data in terms of Gross Crane Moves as well as Net Crane Moves so that factors affecting may be understood.</li> <li>(iv) Please also provide the Port Gate Turn Around Time Data for Road moved containers in the form of monthly average with data from FY18 to FY24.</li> <li>(v) Please also provide the Turn Around Time for Rail moved containers in the form of monthly average with data from FY18 to FY24.</li> <li>(vi) We request to share the data on pre-operational delay (i.e. time passage from Berthing to First move / Labour getting onboard). Request to share this in form of Average Monthly values for FY18 to FY24</li> <li>(vii) Please share the dwell time of the containers for import and export container for the last five years.</li> <li>(viii) Container Traffic Data in below format for FY18 to FY24.</li> </ul> <table border="1" data-bbox="235 1232 1473 1449"> <thead> <tr> <th colspan="8">For the years from FY 2018 to FY 2024 in below format</th> </tr> <tr> <th colspan="4">Import</th> <th colspan="4">Export</th> </tr> <tr> <th colspan="2">Empty</th> <th colspan="2">Laden</th> <th colspan="2">Empty</th> <th colspan="2">Laden</th> </tr> <tr> <th>20'</th> <th>40' and</th> <th>20'</th> <th>40' and</th> <th>20'</th> <th>40' and</th> <th>20'</th> <th>40' and</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	For the years from FY 2018 to FY 2024 in below format								Import				Export				Empty		Laden		Empty		Laden		20'	40' and	20'	40' and	20'	40' and	20'	40' and									Office of CME may be visited for getting the required information/data in respect of Sl. No. (i) to (viii)
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			Above		Above		Above		Above	
	<b>Berth no 3</b>									
	<b>Berth no 4</b>									
	<b>Berth no 5</b>									
	<b>Berth no 7</b>									
	<b>Berth no 8</b>									
41	<p><b>General -[Request for AdditionalData and information- Technical] –</b></p> <p>(i) Please provide the Auto CAD drawing of berth and all the land parcel as mentioned in the page 26 of the tender document. Kindly provide the yard layout in AutoCAD format on global coordinate system.</p> <p>(ii) We request to share the Project Layout (as referred above in AutoCAD) which shows the key facilities available as well as important location points like in-gate, out gate, and distances of various yard area / parcels from the jetty area and also the port entry gate.</p> <p>(iii) Please provide the Berth, Yard, Buildings &amp; Utilities drawing and design document.</p> <p>(iv) Please provide location of Sub-station for tap off along with available capacity.</p> <p>(v) We understand there is no berth and yard modification required to operate MHC, RTG and Reach-stacker operation. Please confirm.</p> <p>(vi) Please provide the Maximum and Minimum Vessel parameters (i.e. Displacement, LOA, beam, draft, etc) that are envisaged for operation.</p> <p>(vii) Please provide Railway layout considered for Berth 1 to 5. Also, please provide present railway handling operation details for said berths.</p>									<p>Sl. No. (i), (ii), (iii), (vii) – Office of CME may be visited for required information/data.</p> <p>Sl. No. (iv) – There are 3 nos. substation near Berth areas of NSD-(i) D-berth Sub-station (near Container Terminal Admin. Building)-Contract Demand 725 KW, (ii) Lybian substation (near 3 NSD Gate) – Contract Demand 900 KW &amp; (iii) No. 4 substation (near 1 NSD) – Contract Demand – 900 KW.</p> <p>Sl. No. (v) – It is confirmed that no berth and yard modification is required to operate MHC, RTG &amp; RST for berth no. 5, 4, 3 NSD. However, after dismantling shed at 2 NSD, Container Handling Yard will be developed at that place by SMPK. Further, Yard area will be developed by SMPK at 13 &amp; 14 NSD. All these development/modification work will be done by SMPK.</p> <p>(vi)- At present maximum LOA: 565 feet (172 m), maximum beam: 83.69 feet (25.50 m). Berth wise maximum permissible draft: 5NSD- 7.5 m , 4NSD- 8.5 m , 3NSD- 8.5 m , 2NSD- 8 m , 1NSD- 7.4 m , 14NSD- 7.5 m , 13NSD- 8 m .</p> <p>(vii) One railway siding for placement of half length of container rake is available at 4/5NSD area.</p> <p>Presently, the 7/8NSD railway siding which is capable of handling one full container rake is utilized to cater containers designated for 8NSD, 7NSD, 5NSD, 4NSD, 3NSD, 2NSD, 1NSD berths.</p>
42	<p><b>General - [Additional Space for Office] -We request Authority for providing additional space for the</b></p>									<p>Additional space for office would be provided as</p>

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	office (if required) to the selected operator at no-cost and no-rental basis.	per availability of the same. The existing rent of the said space is nominal and the required space cannot be provided on free of cost.
43	<b>[Lien on Equipment]</b> : - We refer that Tender does not allow to create lien on equipment. We request Authority to relax this clause and permit the service provider to create mortgage / lien / security/charges on the equipment deployed by them.	Tender terms remain unaltered.
44	<b>4.4.2 – [EMD Encashment]</b> - Reference clause 4.4.2, the EMD of all bidders will be encashed, if price bid cannot be opened before expiry date of EMD. We understand that the opening of Price bid is responsibility of the Authority and in case Authority is not able to open price bid before expiry of EMD, the Authority can seek appropriate extension of EMD BG from the bidders. Hence, we request Authority to modify the referred clause for extension of the EMD BG. We further request the Authority to return the EMD BG of 123.97 Lakhs if price bid is not opened. This request is in line with the clause 4.6 and 4.8.	The EMD comprises two components (i) DD/Pay order amounting to Rs.10 lakh & (ii) BG for the balance amount. As DD/Pay order of Rs.10 lakhs is having a validity period , the same will be encashed for all bidders, if price bid cannot be opened before expiry dates of those DDs/Pay orders and those encashed amount will be refunded to the unsuccessful bidders after finalization of the tender. The issue of encashing (i.e.invoking) of BG for EMD is not applicable for any bidder other than L-1 bidder, provided the L-1 bidder does not submit required performance BG (Security deposit) as per stipulated time mentioned in the tender document.
45	<b>7 NLP - [Berth Operation Performance Standard]</b> -As the non-MHC will be operated by the Stevedores, hence we request the Authority to remove the performance standard obligation of the non-MHC berth.	Tender terms remain unaltered. The delay on account of stevedore for work at non-MHC berth will not be attributable to the service provider.
46	<b>General – [Ceiling Rate]</b> - We refer that the Ceiling Rate is INR 2127 per loaded TEU. We understand that the last tender, which was awarded to PSA, was bid out at INR 1748 per TEU which took place in 2014. After passage of 10 years, we understand that the Ceiling cannot be so low at INR 2127/- per loaded TEU. We propose to discuss and understand the reasonableness of the same. Hence, we request Authority to provide the detailed calculation and assumption for arriving at the ceiling rate.	Calculation of ceiling rate is based on considering the Capital cost of equipment of 10 years old of MHC & RST and giving effect of written down value and depreciation of the same considering life of MHC to be 15 yrs. and RTG to be 20 yrs. In case of new RST & TT, the life has been considered as 8 yrs. & 10 yrs. Further, operational cost was considered as per TAMP guideline and fuel cost will also calculated in line with the same as provided in the tender document under price adjustment clause (page-64).

**N.I.T. No. SMP/KDS/Mech/C/ADV/661 dated 15.01.2024**

Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
<b>A.4. Points raised by T.R.S. Himalayan Logipark Private Limited (Nepal) vide mail dt. 31.01.2024 and subsequently modified vide their letter dt. 05.02.2024</b>		
47	Kolkata Port has had a major declining trend in volumes, especially since 2020 and currently handles approx. 35,000 TEUs per month from NSD. Also, with the recently announced tender for mechanisation of Berth Nos. 7 & 8, and also privatisation of KPD, it is anticipated that the volumes will further decrease for the subject contract. Given the current volume and increasing scenario of business diversion to other ports, it is not understood why and on what basis has the clause been put of having 4+2 MHCs. At the present volumes, 2 MHCs plus 1 Standby are more than sufficient to cater to the trade requirements, even as per the NLP calculation of 20 moves per hour put forward in your tender document, the requirement computes to maximum usage of 3 MHCs.	Tender terms remain unaltered.
48	Further to that, it is suggested that this tender is given on a PPP basis like that of KPD & Berths 7 & 8 so that the service provider of the current contract can complete at per with the other two private players. This is because unlike the other two contracts, the current contract service provider does not have any control over the tariff and neither can be service provider execute any agreement on their own directly with shipping companies as it has to be routed through SMP as the custodians. Therefore, in terms of marketing and business development, the service provider will always be at a disadvantage in competing with the operators of KPD and berth 7 & 8.	SMPK feels that the project is commercially viable for the O&M operator.
49	SMPK has not committed any volume guarantee, neither it is a non-exclusive tender. Further, the service provider is required to deploy surplus number of idle machines and take on needless additional fixed costs. In this scenario, it is not understood how the benchmark figure of INR 2127/TEU is arrived at. The benchmark should be revised to at least INR 4180/TEU to even breakeven the fixed costs of deploying surplus equipment and taking on a Capital Expenditure of INR 385 Crores for 5 years at the current declining volume trend of NSD. At the given benchmark rate, the billing amount of the project itself does not equate with the capex outflow, making the project commercially unviable.	The calculation of ceiling rate is based on details as mentioned under clarification given at Sl. No.1 above.
50	There are further doubts on operational viability of housing 6 MHCs while only 3 operational berths are there i.e. NSD 3, 4 & 5 for MHC operations. The question arises that where will this 6 MHCs be housed while only 3 berths are there. Also, as Kolkata Port has a ground pressure capacity of only 5 MT/Sq.m. There is requirement of specially modified MHCs which makes the placement of 6 MHCs further unviable and adds unnecessary cost to the project. The regular ground pressure for MHC is 13 MT/Sq.m. It is therefore reiterated that this contract does not have technical or commercial viability of having 4+2 MHCs and should be revised 2 +1 MHCs requirement.	Tender terms remain unaltered.
51	The operational area includes Berth No. 2 in the tender document which is requested to be removed as Berth No.2 in the current condition cannot be used due to existence of structure and	After dismantling shed at 2 NSD, Container Handling Yard will be developed at that place by SMPK.

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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
	un-viability for operations due to it's layout.	Further, required strengthening the berth face of 2 NSD, as may be required, will be done by SMPK along with the development of yard.
52	The operational area includes Berth No. 14 in the tender document which is requested to be removed as Berth No.14 in the current condition cannot be used due to dilapidated condition of ground. Will SMPK provide fitness certificate for the Berth No. 14 in the current condition? Berth No. 14 is also not suitable for MHC Operations due it's isolated location, causing deployment of equipment a huge challenge and also managing spares, garage, workshop, additional backup and internal shifting commercially unviable.	Required strengthening the berth face of 14 NSD will be done by SMPK along with the development of backup yard for Container Handling.
53	A clause should be kept in the tender document that any berth should be made operational under this contract only after joint inspection and certification by Service Provider and SMPK and also after third party certification of ground pressure bearing capacity of 5 MT/ Sqm. This is so that the technical viability and operational viability is understood and assessed jointly by both stakeholders. Also, the tender stage itself, exclusivity should be given to the service provider for the identified berths. It is also highlighted that ground pressure bearing capacity of 5MT/Sq.m. is much less than the average requirement of 13 MT/Sq.m. and therefore SMP must undertake a major overhaul of the infrastructure.	Suitable pad modification of MHC (proposed for deployment) required to satisfy the ground pressure bearing capacity of 5 MT/sq.m.
54	Experience of not just containers handling but even bulk & break bulk cargo handling should be counted in eligibility criteria to promote wider participation. This is because MHCs are used interchangeably for both categories i.e. containers as well as cargo. Reference can also be made to the tenders floated by Vizag Port whereby in all tenders, both containers as well as cargo handling experience is considered for MHC based handling contracts. For this purpose, a conversion factor is proposed to be inputted, say for example, 1 TEU = 9 MT of Cargo as per standard shipping practice, for the purpose of determining technical eligibility. In fact, the contract also covers in a later part, handling of break-bulk cargo parcels at NSD in scope of work this contract. Hence, bulk / break-bulk cargo handling experience using MHC must be definitely counted for this tender's eligibility. In fact, this trend can be observed in tender invited by all major port where bulk cargo as well as container handling experience is considered in technical evaluation.	Tender terms to remain unaltered.
55	There are very few companies in India who would have technical experience of having MHC based operations and also RTG/RST & TTC in same contract. It is requested that bidders are allowed to club two different types of contract experiences to determine cumulative eligibility for technical qualification in this tender like, say, for example, Bidder 'X' has experience of operating MHCs in a standalone contract of port handling and in another contract same Bidder 'X' has the experience of operating RTG/RST and TTC like in Port Yard/CFS/ICD, therefore in such a scenario, Bidder X's combined experience of operating MHCs in Port (Quay/wharf) and RTG/RST & TTC in Port/CFS/ICD (Yard/Hinterland) should be considered in totality	Tender terms to remain unaltered.

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	cumulatively as experience of operating MHC, RTG/RST & TTC even though the experiences are in different contracts. This will not just promote wider participation but also enable technically more competent and skilled companies to offer their services. This option of cumulative experience computation should also be considered in case of consortium, whereby say partner –A has experience of RST/RTG/TTC in ICD/CFS while partner-B of the same consortium has experience of HMC in sea- Port then the combined JV/Consortium AB may be then considered has technically eligible.	
56	At least 1 year is required to be allowed from the date of LOI to mobilise the equipment requiring Capex of more than 385 Crores encompassing 6 MHCs, 3 RTGs, 12 RSTs & 35 TTC, besides SD of 28.50 Crores. The currently given time period of 180 days is felt to be impractical given the tender requirements as this contract requires specially modified MHCs which can operate at a low ground pressure capacity of 5 MT/ Sqm as against the industry of 13 MT/Sqm.	Please refer Sl.No.8 of Addendum
57	While SMP has fixed timeline for mobilisation of equipment and intimating readiness for operations by successful bidder, it is also requested that SMP commits a timeline from their side, of say 15 days from date of intimation of readiness, within which SMP will handover the vacant possession of operations site to successful bidder. This is so that the bidder has clarity about the timelines and any unwarranted delays and costs due to them are avoided/budgeted. It will be fatal for the successful bidder if they mobilise all their equipment and SMP fails to provide operational commencement due to ongoing possession of berths by erstwhile contractor and due to such delay in handing over operational site by SMP, by, say 2 months, the successful bidder suffers financially by taking on the machine costs during this non-operational period. Therefore, this clarity on timeline commitment must be there from SMP side.	The existing 10 years Container handling contract at NSD is going to expire in the month of November,2024. The successful tenderer will be required to commence container handling operations immediately thereafter as the site would be handed over to them on immediate basis.
58	5 Years tenure for this contract is felt to be extremely short whereby the operator has to invest 385 Crores and work at fixed low benchmark rates with declining volume. The billing value of 5 years is too less to recover the capital cost of the project in 5 years. The contract period must be of at least 10 years to make this project practical and viable. There should also be a renewal clause of another tenure as well Right of First Refusal in favour of contractor in case of fresh tender / re-tender.	Tender terms to remain unaltered.
59	Will EMD requirement exemption for MSE apply to a consortium where one member is MSE and other member is non-MSE?	Please refer Sl. No.13 of Addendum
60	As the life of MHCs & RTGs are 20 years, it is suggested that up to 12 years old MHCs & RTGs as on the date of tender submission are allowed.	Tender terms to remain unaltered.
61	Trailers & RSTs are considered “new” even if they are 5 years old as the life of these assets are of 10 years. Even PSUs like Concor, Balmer Lawrie cap the age to 10 Years. It is therefore requested that 2–3 years old RSTs & TTCs from the date of tender submission are allowed to be used in this contract.	Tender terms to remain unaltered.
62	As the contract period is of O&M nature, lease/ hired equipment for HMC, RTG, RST as well as TTC category of equipment should be allowed as such low period of contract does not make	Please refer clause No. 4.5.1 (page-31, 32 & Addendum Sl. No. 7)

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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
	ownership model viable, especially with the incidence of mobilization cost.	
63	There is involvement of huge amount of mobilisation cost that will be incurred for these machines like INR 3 Crores each for MHC, INR 1.50 Crores each for RTGs and INR 10 lakhs each for RST and INR 2.50 lakhs each for TTC, taking the mobilisation cost itself to more than 25 Crores for one way i.e. total 50 Crores for mobilization and thereafter de-commissioning at the end of contract. Recovering this cost in 5 just years makes the project financially unviable. Contract period should be at least 10 years therefore.	The query is not understood. The contract period to be as per tender terms.
64	SMPK is requested to share details of technology used for front end, back end and database of their operational software to understand the cost of developing integration friendly software of service provider. Also, it is requested that SMP shares the details of current IT set up for operations in Port in terms of Hardware as well as Software like RFID infrastructure, OCR, Boom barriers etc. which can be integrated into service providers software for better efficiency.	Please refer Sl. No.10 of Addendum. Hence no further clarification is required.
65	Tender document has multiple places where it is mentioned that no additional charges will be paid to service provider where SMP cannot recover costs from their customers. It is requested that for the sake of clarity and removal of ambiguity, the exact list of activities/movements/moves are shared for which no additional charges will be paid to service provider by SMPK where service provider has to work free of cost.	Tender terms remain unaltered. The operational moves for yard management, for which SMPK is not paid by the customers, broadly consists of : (i) retrieval of rail borne export/import containers, (ii) restacking for shipment/delivery etc. Hence, SMPK will not pay to the service provider for such moves.
66	The bid document mentions that SMP will provide “at most” 4 berths for MHC and “at least” 1 berth for non-MHC operations. This language is extremely disadvantageous for service provider as earnings from non-MHC activities are drastically low and any increase of non-MHC berths and decrease of MHC berths, while keeping 6 MHCs will be disastrous commercially for the operator. It is therefore requested that SMP gives proper clarity about the exact number of berths for MHC and Non-MHC operations for the period of contract and also the exact identification/location of those berths.	There is no ambiguity in this regard. In case of number of vessels requiring MHC operation is less than 4, then 2 nos. MHCs will be deployed for a single vessel for improving productivity and turn round time of vessel.
67	The current mix of proposed equipment mix of 4(+2) MHC, 3 RTG, 12 RST & 35 TTC is not just commercially disadvantageous for service provider but also unscientific and not favourable to SMP as well. This is because while in low volume scenario, the service provider suffers commercially due to equipment being idle and cost loading thereof, on the other hand, in the scenario of traffic increase, the service provider has no incentive to increase the equipment. Further, the contract clearly stipulates the NLP/Turn-around times or in other words the deliverables and service levels of the service provider and also penal deductions in case of non-adherence to the fixed standards. Therefore, when the boundary of work and benchmark of deliverables is defined, the service provider should be allowed to use their expertise and decide their mix of equipment to be deployed. Example, RST are much more faster and efficient than RTG in practise and more cost effective, while also the type of operations in NSD is more suited to RST, so the operator may decide to speed up the operations by increasing 4 RST and reducing	Tender terms to remain unaltered.

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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
	a RTG. This kind of operational freedom is required for deciding the combination and mix of machines to optimise the resources properly and ramp up the efficiency which is currently not possible in the current structure of bid document. This clause of deploying fixed number of equipment is therefore requested to be deeply reviewed and amended. Also, the number of equipment to be deployed should be linked to business volumes to reduce idleness as well as congestion at shoreline. It is requested that SMP seriously scrutinises this proposal and allows the much needed freedom of selecting combination of equipment to the service provider.	
68	The tender document does not cover the move whereby Empty Containers are unloaded from rail side and transported to empty yards.	There is no restriction of movement of empty container by rake. Payment in such movement will be as per Tender terms considering those movement on stand-alone basis.
69	Will all MSE based relaxations be applicable to a consortium where some members are MSE and some are non-MSE but lead member is MSE.	Please refer Sl. No.13 of Addendum
70	As the service provider is taking on volume risk, financial risk, tenure risk, therefore, this contract should either have exclusivity for operations at NSD or minimum volume guarantee.	Tender terms to remain unaltered.
71	With regards to eligibility criteria, whether arithmetic mean of technical experience of ' <b>similar works</b> ' in terms of volumes/no. of contracts, etc. will be considered for all consortium members in totality having share more than 26% i.e. same system that is mentioned for computing average annual turnover. For example, in a consortium, entity A and entity B individually have experience of handling 2.50 lakhs TEU per annum in similar work contracts and have 26% each in the consortium. In such a situation, entity A or B do not qualify individually but together will they qualify as a consortium? Clarity is requested on the aspect of technical eligibility of consortium in terms of experience of similar contracts as the tender document is silent about this.	Please refer Sl. No.9 of Addendum
72	<b>Are foreign bidders allowed to participate in this tender ?</b>	Yes, subject to submission of undertaking as per details given under Appendix-XV as mentioned under Sl. No.14 of Addendum. Rate of conversion of executed value to be assessed in dollars for which last date of submission of tender would be considered for taking the conversion rate of dollar into INR.
73	As these equipment are high value, they will most likely not be free from encumbrances due to bank finance. Hence, equipment which are bank financed or under mortgage/pledge should be allowed to be used in this contract.	Tender terms to remain unaltered.
74	Moves under Clause 7.8 (F 1 & 2) (Yard Transfers & Rail Containers) are not covered in the Schedule of moves equivalent to per loaded TEU container. Columns-V only speaks of horizontal transportation without Lift on/Lift off and Column-VI covers 7.8 (G) as per our interpretation. Clarification of moves type wise mapping with scheduling with exact clause reference is requested for the avoidance of ambiguity.	Please refer clarification under Sl. No. 77. For further clarification, the site may be visited.
75	Moves under clause 7.8 F (1) is requested to be reviewed as it mentioned that the move is	Tackling of such situation is covered under table at



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	completed when the service provider transports an Import loaded container from yard to any other point in NSD and thereafter picks up and empty container from there and transport it to empty yard. The rationale for this is not understood as in most of cases empty containers may not be available at the point where the loaded container is dropped off. In that case, will the move be considered as complete as per clause 7.8F (1) ?	page-51 (under Equivalent move for Miscellaneous operations)
76	Also, the charges for TTC – operation for horizontal transportation having base tariff of 0.09 of INR 2127 of a loaded TEU computes to INR 191.43 per loaded TEU horizontal transportation which is extremely low. It is requested that each of these items are reviewed to compare with practical aspects.	Tender terms to remain unaltered.
77	What is the rationale for allotment of weights like (a)MHC: 0.62, (b) RTG: 0.17, (c) RST: 0.12 & (d) TT: 0.09. These seem to be arbitrary figures while these figures are extremely critical for commercial viability of the project. It is requested with the current trend of traffic at NSD, to revise these weights to (a)MHC: 0.48, (b) RTG: 0.18, (c) RST: 0.17 & (d) TT: 0.17. This is because there are more weightage of activities at the Yard side as compared to the Wharf in Kolkata Port and the service provider would lose positive contribution by operating non-MHC traffic at the proposed rate.	The stand alone factors are meant for taking care of payment on stand-alone basis as and when such situation arises. In normal circumstances the service provider will get contract rate (as per Annexure-I, page-66) for completing the activity of handling one import / export container (on TEU basis)
78	ODC Cargo/Containers should be paid at least 1.75 times of regular containers/cargo benchmark due to its special handling and monitoring requirements. Globally, ODC cargo handling rates are twice of general cargo handling rates.	Tender terms to remain unaltered.
79	Hazardous Containers should bear at least 1.50 times rates of regular non-haz containers due to its special handling, risks attached and monitoring requirements.	Tender terms to remain unaltered.
80	MHC Berth rates for Empty Containers of more than 20 Ft (Row 4, column III) in schedule of rates moves equivalent to TEU should have conversion factor of 0.53 (computed as 1.5 times of 0.35 of loaded 20 ft. container) and not 0.51. Same logic of 1.50 times for 40 Ft/45 Ft should prevail over all tariff heads.	Tender terms to remain unaltered.
81	Current SD figure of INR 28.50 crores is computed to be very high in proportion to the estimated contract value of approx. 570 Crores. The SD should be revised to INR 10 Crores at most. To put it in perspective, the earlier contract was for 10 years and the SD requirement was only 9 crores with same equipment and with a much higher contract value.	In this regard the SD figure has been fixed on the basis of recent Govt. of India guidelines. Accordingly, tender terms remain unaltered.
82	The contract specifies deduction of penalties for lower efficiency and machine non-availability. The same ratio should be applicable in reverse as an incentive where the service provider achieves higher efficiency as compared to the given NLP. In other words, the service provider should be incentivised by SMP for achieving say 22 moves per hour in MHC operations v/s the set benchmark of 20. In this case SMP should rather incentivise at the same rate at which it would have deducted in case of performance level below NLP. This structure of incentives will not just promote service level but also incentivise the operator to increase equipment with increase in traffic.	Tender terms to remain unaltered.

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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
83	For the purpose of determining average annual turnover and other financials of the bidders, it is requested to be clarified that consolidated financial statements will be considered and not standalone.	Only stand alone financial statement to be considered.
84	The tender document mentions that the yard planning is to be done by service provider and hence no additional cost will be paid for extra moves due to shifting/restacking/digging of containers. In this regard, it is requested that SMP clarifies that they will ensure that all deliveries for road bound CFS Containers and also for rail loading will be done on FIFO basis. The current practise of non-FIFO based deliveries for CFS and rail ops should be therefore completely discontinued. In other words, SMP must ensure 100% FIFO based deliveries from NSD. Alternatively, SMP should make payment for the additional 8-10 rounds of shifting/handling that service provider has to do due to current haphazard system of deliveries. How can Service Provider take the financial hit for additional handling if the order of giving deliveries is not in their control ?	Tender terms to remain unaltered.
85	To avoid these multi-party involvement issues, entire Operation and Management of NSD should be given to the Service Provider as the lone operator like is the case in all major global ports.	Tender terms remain unaltered.
86	Also, detention and delays due to no entry during 8 hours in the day, spilling over the congestion effect to 12 hours should be ensured to be eradicated by SMP. In other words, SMP should ensure that 24 hours evacuation would be done by SMP. Due to no entry restrictions, there are congestion for 10-12 hours in the port resulting in lack of manoeuvring space and boomerang effect on traffic delays. The service provider should not just be protected from delays and detention arising due to this but also paid for extra handling due to these congestion and traffic plan changes.	Tender terms remain unaltered.
87	Tender document mentions that “Any other delay not attributable or beyond control of the contractor in any manner if so accepted by SMPK. In case of any disagreement, the matter would be resolved through mutual discussions, failing which, <b>decision of the Engineer of Contract shall be binding on both the parties</b> ”. However, there is also a dispute resolution mechanism under Arbitration method. Which one to follow? Arbitration procedure or decision of <b>Engineer of Contract</b> . This clause should be removed and only the defined dispute resolution mechanism as per Arbitration norms should be followed.	There is no confusion in this clause. During existing 10 years contract, no such situation/dispute arose. Tender terms remains unaltered.
88	There must be clarity on exclusivity of using Rail line between multiple operators to avoid disruption in operations. Say, the service provider under this contract is allotted the current “BKCT” rail terminal and the rail line nearer to Berth 7 & 8 is allotted to the operator of that Berth. This clarity is quintessential for the operations under this contract.	After handing over of 7&8 NSD area of new selected PPP operator (for which RFQ has been issued),the service provider of the instant tender has to operate within the existing rail line in the area given under this tender.
89	It is also highlighted that the tender condition mentions settlement of diesel inflation amount annually while revision is monthly. It is requested to settle this monthly to ease out cash flow for the service provider.	Please refer Addendum Sl. No. 1.
90	Lastly, it is requested that the bid submission deadline is extended at least by another 1 month.	Please refer Addendum Sl. No. 4.

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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
<b>A.5. Points raised by M/s. Saif Power Tec (Bangladesh) vide their email dt. 31.01.2024 :-</b>		
91	Being the International participant how can we participate in the said tender ?	Please refer clarification against Sl. No. 72 as given above.
92	Document required for the International bidder to participate.	Please refer clarification against Sl. No. 72 as given above.
93	SPV criteria's for International company	Please refer clarification against Sl. No. 72 as given above and as per other terms of the Tender.
94	We would appreciate if the maximum age of the crane would be extended from 10 years to 14 years old	Tender terms remains unaltered.
95	Specified MHC and other port equipment's make approval for tender.	Query not understood. Hence, no clarification can be given.
96	Audit report for the year 2022 – 2023, as in our country we have June 2022 to July 2023 financial year.	However, 3 such audit report of completed 12 months period of 3 consecutive years to be considered.
<b>A.5. Points raised by M/s Century Ports Ltd.vide their email dt. 03.02.2024 :-</b>		
97	Page reference :- Pg-15-2.0 (c) – For non MHC berth, Stevedores appointed by the vessel agents will be responsible for lashing/unlashing and on board work of vessels. Query :- Please advise on the percentage of quoted revenue payable to the O&M operator.	There will not be any financial dealing between the O&M operator (i.e. service provider) and Stevedores appointed by the vessel agents for non MHC berth operation on this account.
98	Page reference :- Pg-17 – Exclusivity of container handling at NSD will not be given to the service provider. Query :- Please clarify the point.	The service provider will be given only the required number of berths at NSD for container handling. SMPK may utilize other berths at NSD for handling any cargo as per its decision.
99	Page reference :- Pg-18-Technical Capacity – I. Completed Works Successful completion and execution of similar work with following minimum container throughput per annum, in any of the last 7 years as on 31.12.2023: One contract of handling container throughput, per annum, of 4,04,800 TEUs Or Two contracts each of handling container throughput per annum, of 2,53,000 TEUs or Three contracts each of handling container throughput, per annum, of 2,02,400 TEUs Here 'similar work' means "managing & operating container terminals at berths, or at yards of port, or ICD or CFS successfully, executing such operations and management contracts by way of using RMQCs and/or MHCs with associated support equipment such as Tractor Trailer and/or Reach Stackers or similar equipment and/or RTGs or RMGs" Query :- Kindly advise on the feasibility of local ICDs and CFSs in Kolkata meeting the specified	Tender terms remain unaltered



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Sl. No.	Submission by the intending tenderer (w.r.t. relevant clauses of the Tender document)	SMPK's clarifications / decisions
	Query :- Please provide clarity on the fencing and port security to be deployed by the O&M operator.	O&M operator.
107	Page reference :- Query :- Kindly advise on the possibility of the extension of bid timeline.	Please refer Sl. No.4 of Addendum
<b>A.6. Points raised by M/s. IRC Natural Resources Pvt. Limited vide their email dt. 02.02.2024 :-</b>		
108	Page reference : 18/19 clause 3.2 – Eligibility criteria – Successful completion of at least one year of contract .....for managing & operating container terminals at berths ..... Query :- Request throughput for Dry Bulk Cargo on cumulative 5 years basis be also considered instead of handling only Container Cargo as Eligibility Criteria.	Tender terms remain unaltered

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

The above **Clarification** shall be a part of the Tender Document and the same shall have to be submitted along with the techno-commercial part of the tender.

Dated :22.02.2024

Chief Mechanical Engineer