

No.KOPT/KDS/CIV/T/2346/1533

Dated: 22.07.19

### **CORRIGENDUM-II**

**Ref. Tender Notice No.:**KOPT/KDS/CIV /T/2346/08     Dt. 29.05.2019

**Tender Id No.** 2019\_KoPT\_474469\_1

**Name of Work:-**Consultancy Service for strengthening of existing Project Monitoring Unit (PMU) of Kolkata Port Trust for Procurement, Contract Administration and Monitoring & Implementation Support at both Haldia Dock Complex and Kolkata Dock System.

Page & Clause Ref.	In place of	To be read as
3,9,10,16,18 & wherever applicable & Corrigendum-I.	Date of closing of online e-tender for submission of Techno -Commercial Bid & Price Bid: 23.07.19.	Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid:05.08.19.
3,10,16,18 & wherever applicable & Corrigendum-I.	Date & time of opening of Techno-Commercial Bid : 24.07.2019 after 3 PM.	Date & time of opening of Techno-Commercial Bid : 06.08.2019 after 3 PM.
3 & wherever applicable & Corrigendum-I.	Last date of issue of EMD & Tender Document fee.= 23.07.19.	Last date of issue of EMD & Tender Document fee.=05.08.19.
3,10,19 & wherever applicable & Corrigendum-I.	Last date of submission of EMD & Tender Document fee: 27.07.19.	Last date of submission of EMD & Tender Document fee: 09.08.19.
3,10 & wherever applicable & Corrigendum-I.	Period of download of E-Tender: upto 23.07.19.	Period of download of E-Tender: upto 05.08.19.
Pg-7  Annexure B, Clause No 29	Personal protective Equipment (PPE)  Contractor and their workmen including driver must use PPE, i.e. safety helmet etc at the time of work inside dock premises. For safety measure Cl No 2.1 ,page 10 may be referred to.	Contractor and their workmen including driver must use PPE, i.e. safety helmet etc at the time of work inside dock premises at their own cost. For safety measure Cl No 2.1 ,page 10 may be referred to

Page 8  Annexure B, Clause 35,	The bidder may offer a Bank Guarantee in the Trustees' specified proforma from any Scheduled/ Nationalized Bank of India having Branch at Kolkata in lieu of Earnest Money /Security Deposit beyond Rupees 10 (Ten) lakhs.	Deleted
Page 12  Clause 4: Instructions to Bidder	A list of works which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document	A list of <b>Service contracts/works/projects</b> which are in hand at the time of submitting the offer as per the enclosed proforma titled 'Concurrent Commitments of The Bidder' vide 'Annexure-C' (Schedule –T) in Part-I of the tender document
Page 14  Clause 4: Instructions to Bidder	An amount of Cess calculated at the rate of 1% of the billed amount shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority Statutory deductions will also be made as applicable at the time of payment	Clause To be deleted
Page 19  Clause 3.1.B.5,	Last date of submission of EMD & Bid Document fee at Kolkata Port Trust: <b>08.07.2019</b> Three working days before the last date of closing of online bidding for the e-tender.	Last date of physical submission of EMD & Bid Document fee at Kolkata Port Trust: Three working days after the last date of closing of online bidding for the e-tender.
Page 19  Cl 4(e)  Experience & Financial Criteria	To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:  Should have experience of working as a Project Management Unit (PMU) with at least 3 Central/State Government Departments	To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following: Should have experience of at least 3 completed projects as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) with Central/State Government Departments.

Page 35  Clause 27, Security requirement	Where the works are to be carried out within the prohibited area of the Port, the contractor(s) is required to obtain necessary <b>permits/passes for his men and materials and vehicle for entering the Security Zone at his own cost on deposit of required fees with Kolkata Port Trust.</b> He is also required to comply with the Port Security Requirement as may be notified from time to time.	Where the works are to be carried out within the prohibited area of the Port, the contractor(s) is required to obtain necessary <b>permits/passes for his men and materials and vehicle for entering the Security Zone</b> which would be provided <b>free of cost</b> by Kolkata Port Trust. He is also required to comply with the Port Security Requirement as may be notified from time to time.
Page 37  Clause 31.3	It is the responsibility of the consultants to obtain various clearances from the State as well as Central Government and other statutory bodies.	Deleted
Page 37  Clause NOTICE INVITING PROPOSAL  Sub Clause: 31.4. Eligible Bidders	The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.	The Bidder should be a single entity . This will prevail over all other clauses of NIT.
Page. 37  Notice Inviting Proposal, Clause 31.3	The objective of this consultancy service is to provide qualitative consultancy services for preparation of Detailed Project Report for brown / green field project.	deleted
Page-37  Clause 31.4.2	The Tenderer shall satisfy the Minimum Eligibility Criteria as under Clause 4 (P21)  Note: (1) In case of consortium the combined experience of the consortium members shall be taken into consideration. However, the above mentioned project values should be of individual projects only. (2) The executed/ongoing Project cost as specified by the bidder (in case of currency	The Tenderer shall satisfy the Minimum Eligibility Criteria as under Clause 4 (P 19). Only the completed projects to be considered.  Note : ( 1) The executed Project cost as specified by the bidder (in case of currency other than Indian Rupees) shall be calculated based on the currency rate prevailing on the date of opening of the bid for evaluation purpose. (1) The tenderer must submit names

	<p>other than Indian Rupees) shall be calculated based on the currency rate prevailing on the date of opening of the bid for evaluation purpose. (1) The tenderer must submit names / qualification, experience of the experts/key personnel who would be engaged for this assignment along with CVs as indicated in Terms of Reference.</p> <p>Note: Indian subsidiary of an International company can submit the bid by using the experience/ references of their parent company to fulfill the Minimum Eligibility Criteria, provided the bidder gives authorization from parent company. The party must submit, with its Technical Proposal, the documentary evidence regarding fulfillment of all the above criteria.</p>	<p>/ qualification, experience of the experts/key personnel who would be engaged for this assignment along with with CVs as indicated in Terms of Reference.</p> <p>Note: Indian subsidiary of an International company can submit the bid by using the experience/ references of their parent company to fulfill the Minimum Eligibility Criteria, provided the bidder gives authorization from parent company. The party must submit, with its Technical Proposal, the documentary evidence regarding fulfillment of all the above criteria.</p>
<p>Page.38</p> <p>Notice Inviting Proposal, Clause 38 (vi) – Joint Ventures / Consortium &amp; other forms of Association</p>	<p>Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria</p>	<p>Deleted</p>
<p>Page. 45, Clause 33.4</p>	<p>33.4 “Technical Proposal”</p>	<p>34.2 “Technical Proposal</p>
<p>Page-45, Clause 33.5</p>	<p>33.5 Financial Proposal</p>	<p>34.3 “Financial Proposal</p>
<p>Page-46, Clause 34</p>	<p>Payment for Consultancy services (Fees in Indian Rupees): The Consultancy charges/fees for Consultancy services shall be expressed in Indian Rupees only and the payment shall also be made in Indian Rupees by the Employer.</p>	<p>Payment would be at a reasonable periodicity as to be decided by Kolkata Port Trust</p>
<p>page-46, Clause 33.6</p>	<p>33.6 Proposal due date</p>	<p>34.5 proposal due date</p>
<p>Page- 46, Clause 34</p>	<p>Clause 34 Payment for consultancy services (Fees in Indian Rupees)</p>	<p>Clause 34A Payment for consultancy services (Fees in Indian Rupees)</p>
<p>Page-49,</p>	<p>Scoring Criteria</p>	<p>Total marks under head Firms Experience is <b>55 in place of 50</b></p>

Notice Inviting Proposal, Clause 38.1.6,		
Page-49 Clause 38.1.6(2)	Experience of providing procurement supports for infrastructure projects [Marks provided based on Consultancy Contract Value]	Experience of providing procurement supports for infrastructure projects [Marks provided based on Consultancy Contract Value. PPP projects are not to be considered as eligible experience. Also, it is clarified <b>Consultancy Contract value means Fee for Consultancy.</b>
Page 49 Clause 38.1.6.1, Scoring Criteria	SL No 1 column No 2 (under heading "Criteria") Experience of assisting Government/Government Authority/PSU Project Management as Consultant (PMC) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with Selected contractors, monitoring of construction and contractors.	Experience of assisting Government/ Government Authority/ PSU as Project Management Consultant (PMC) /Project Management Assistant (PMA)/Project Management Unit (PMU) for Large Infrastructure Projects in last 5 years The scope of Work as part of the PMC PMA/PMU should include the following: The role of the consultant should be end-to-end project management including preparation of detailed project reports with engineering drawings, bid process management for appointment of contractors, contractual arrangements with Selected contractors, monitoring of construction and contractors.
Page 49 Clause 38.1.6.1, Scoring Criteria	SL No 1 column No 3 (under heading "Details") More than 12 projects : 25 marks More than 8 projects and less than 12: 20 marks More than 4 projects and less than 8 : 15 marks Less than 4 projects : 10 marks	SL No 1 column No 3 (under heading "Details") More than 8 projects : 25 marks More than 6 projects and upto 8 projects: 20 marks More than 4 projects and upto 6 projects: 15 marks

		4 projects & less : 10 marks
page-50, Sl. 7	<p>More than 7 years of experience 2 marks</p> <p>Experience of Project Management Consultancy (PMC) for infrastructure Projects at Central/State Govt. Level (1 Marks for each project)-4 Marks</p>	<p>More than 7 years of experience 2 marks</p> <p>Experience of Project Management Consultancy (PMC) for infrastructure Projects at Central/State Govt. Level</p> <p>Four Projects : 2 marks (+0.5 Marks for each project above 4)- Maximum 2 marks</p> <p>Ongoing projects for more than one year would be considered</p>
<p>Page-50</p> <p>Clause 38.1.6 , SI No 8</p>	<p>More than 5 Years of experience: 1.5 Marks</p> <p>Experience of Project Management Consultancy (PMC) for Infrastructure Projects at Central / State Govt. level (1 Mark for each project) – 2 Marks</p>	<p>More than 3 Years of experience: 1.5 Marks/CV</p> <p>Experience of Project Management Consultancy (PMC) for Infrastructure Projects at Central / State Govt. level (1 mark project) – 2 Marks (maximum) /CV</p>
<p>Page -50</p> <p>Clause 38.1.6 , SI No 9</p>	<p>More than 5 Years of experience: 1.5 Marks</p> <p>Experience In procurement ,Contract management and Bid Process Management for Infrastructure Projects (1 Mark for each project) – 2 Marks</p>	<p>More than 3 Years of experience: 1.5 Marks/CV</p> <p>Experience In procurement ,Contract management and Bid Process Management for Infrastructure Projects (1 Mark for each project) – 2 Marks (maximum) /CV</p>
<p>Page 50, Clause 38.1.6.8, Scoring Criteria</p> <p>Page 50, Clause 38.1.6.9, Scoring Criteria</p>	<p><b>Qualifications and Experience of Key Personnel</b></p> <ul style="list-style-type: none"> <li>Project Management Specialists (2 Nos.)-1 at each dock.</li> <li>Procurement Specialists (2 Nos.)- 1 at each dock.</li> </ul>	<p>The personnel/s has/have to be deployed at authority office in Kolkata and/or respective Docks (KoPT dock &amp; HDC dock) including visiting work sites as and when required</p>
Page-54, Clause 38.1.6	Clause No 38.1.6	Clause 39.1.6
<p>Page 59</p> <p>Clause 41.3.11.i,</p>	<p>Remuneration pursuant to Clause General <b>Condition 49.6</b> hereof for Services satisfactorily performed prior to the effective</p>	<p>Remuneration pursuant to Clause General <b>Condition 42.9.1</b> hereof for Services satisfactorily performed prior to the effective</p>

	date of termination;	date of termination;
Page 59 Clause 41.3.11.ii,	Reimbursable expenditures pursuant to Clause General <b>Condition 38.5.12 hereof</b> for expenditures actually incurred prior to the effective date of termination; and	Reimbursable expenditures pursuant to Clause General <b>Condition 42.9.1 hereof</b> for expenditures actually incurred prior to the effective date of termination; and
Page 59 Clause 41.3.11.iii,	Except in the case of termination pursuant to paragraphs (a) through (g) of Clause General <b>Condition 38.5.9.1</b>	Except in the case of termination pursuant to paragraphs (a) through (g) of Clause General <b>Condition 41.3.8</b>
Page -61 Notice Inviting Proposal, Clause 42.3,	<p>Limitation of Liability</p> <p>Limitation of the Consultants' Liability towards the Employer (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer.</p> <p>(i) for any indirect or consequential loss or damage;and</p> <p>(ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable expenditures made or expected to be made to the Consultants hereunder ,or</p>	<p>To be added :</p> <p>However not withstanding with the above the Consultant's liability not to exceed 1 X of the total Contract Value.</p>

	(B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.....	
Page 62 Clause 42.4 ,	<p>Insurance to be Taken Out by the Consultants. The Consultants (i) shall take out and maintain, and shall cause any sub- consultants to take out maintain, at their (or the sub- consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverage shall be as follows:</p> <p>(a) Third Party Motor Vehicle Liability Insurance as required under extant Motor Vehicles Act in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of Consultancy.</p> <p>(b) Third Party Liability Insurance with a minimum coverage for Rs. 5 lakh for the period of consultancy.</p> <p>(c) Employer' s Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant</p>	<p>Insurance to be Taken Out by the Consultants. The Consultants (i) shall take out and maintain, and shall cause any sub- consultants to take out maintain, at their (or the sub- consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid.</p>



	provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to: (i) Equipment purchased in whole or in part with funds provided under this Contract, (ii) The Consultants' property used in the performance of the Services, and (iii) Any documents prepared by the Consultants in the performance of the Services.	
Page 65 Clause 42.8.1.h ,	KoPT will provide one room at KDS & one room at HDC to the PMU consultant for office use.	KoPT will provide one room at KDS & one room at HDC to the PMU Furniture & Furnishings and A.C and one no of computer and printer to each personnel with internet proper connectivity at free of cost.
Page-66 Clause- 42.8.2	In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants eligible payments and in such manner as is provided by Clause General Condition 49.6 of this Contract.	In consideration of the Services performed by the Consultants under this Contract, the Employer shall make to the Consultants eligible payments and in such manner as is provided by Clause General Condition <b>42.9.1</b> of this Contract.
Page 67 Clause -49.9.2.d,	The final payment under this Clause shall be made only after the <b>final report</b> and a final statement, identified as such	Deleted
Page 70 Clause 44: TERMS OF REFERENCE (ToR):	To visit the sites of Project execution, measure Physical /Financial progress and prepare comparison with project timelines.	The Consultant is not responsible for day to day supervision but if <b>the need be</b> he has to visit the sites of Project execution, measure & review Physical / Financial progress and prepare comparison with project timelines.
Page- 94 APPENDIX-A KEY PERSONNEL	In case progress of assignment demands additional personnel to cope with the situation, Consultants have to deploy	Deleted

Note: (1)	additional personnel at no extra cost to the Employer.	
Page 94  Appendix - A Key Personnel  One Project Management Expert – Team Leader	Educational Qualification: Graduate Engineer (Any Branch of Engineering) with Post Graduate in Management  Essential Experience: Minimum 3 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments. He shall be a full time employee of the lead firm.	Educational Qualification: Graduate Engineer (Any Branch of Engineering) with Post Graduate in Management  Essential Experience: Minimum 7 years of professional experience in project management consultancy for Infrastructure Projects. He should have led the teams for minimum five similar Assignments.
Page 94  Appendix - A Key Personnel  Two Project Management Specialist	Educational Qualification: Graduate Engineer (Civil/Mechanical) with Post Graduate in Management  Essential Experience: Minimum 3 years of professional experience in project management consultancy for Infrastructure Projects. He should have worked as a Project Management Specialist for minimum three similar Assignments.	Graduate Engineer (Civil/Mechanical) preferably with Post Graduate in Management or Engineering  Essential Experience: Minimum 3 years of professional experience in project management consultancy for Infrastructure Projects.
Page 94  Appendix - A Key Personnel  Two Procurement Specialist	Educational Qualification: Graduate Engineer (Any Branch of Engineering) with Post Graduate in Management  Essential Experience: Minimum 3 years of professional experience in procurement, preparation of contracts/agreements and bid process management. He should have worked as a Procurement Specialist for minimum three similar Assignments.	Educational Qualification: Graduate Engineer (Any Branch of Engineering) Or Post Graduate in Management  Essential Experience: Minimum 3 years of professional experience in procurement, preparation of contracts/agreements and bid process management.

Page – 95  Appendix B,	Hours of work for Key Personnel	Hours of work for Key Personnel would be normal working hours excluding Sundays and KoPT Holidays as applicable to be considered for a particular month.
Page 106  Proforma of Performance certificate/credential of works format	Proforma for performance certificate/ Credentials of works	Bidders may submit the completion certificates which has already been issued by the client with specific mention of relevant details
Price Bid, Part II, Appendix E	Bill of Quantity	Proposed Key Personnel are to be deployed on full time basis at the disposal of KoPT authority.
Preamble to The Bill of Quantities: Clause 2.5	This being a percentage rate tender, the Bidder shall quote his rates as percentage above / below / at par with the estimated amount put to tender on line based on his own analysis .	Deleted

All other terms & conditions and Clauses will remain same as per original.

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**Superintending Engineer**

**For मुख्य अभियंता / Chief Engineer**