

## ADDENDUM

**Name of Tender :** Tender for “Supply, Installation, Commissioning, Operation, Maintenance and Transfer of Floating Cargo Handling Facilities at upstream of 3<sup>rd</sup> Oil Jetty for handling Mini Bulk Carriers including construction of hardstand and road network as well as supply, operation & maintenance of required cargo handling equipment for shore handling at Haldia Dock Complex, Kolkata Port Trust”.

**E Tender Number:** KoPT/Haldia Dock Complex/I&CF Div/1/15-16/ET/1

In pursuance of the queries / clarifications raised / sought by different parties in respect of the terms & conditions of the subject tender, KoPT hereby issues ‘ **Addendum**’ as given in the following Annexure which may kindly be noted by the intending tenderers for submitting their tender: -

**Annex -I :** Clarification to the queries made by various parties regarding different clauses of the Tender Documents.

**Annex -II:** Risk purchase clause together with amendments and additions to various clauses of the Tender Document.

The intending tenderers are requested to submit their tender in consideration of additional clause along with amended clauses of the Tender Documents as communicated through Annex- I & II of the addendum .

**The Last date & Time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid has been extended up to 19.06.2015 at 15: 00 Hrs from 12.05.2015 at 15: 00 Hrs .**

**Date & time of opening of Part-I (i.e. Techno-Commercial Bid) is on 19.06.2015 at 15:30 hours.**

**Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately**

Dated: 15.05.2015

(P. Das Gupta)  
Sr Dy Manager(I&CF)  
Haldia Dock Complex

**Clarifications to the queries made by different parties regarding different clauses of Tender document**

<b>Sl. No.</b>	<b>Clause</b>	<b>Query</b>	<b>Response to queries</b>
1	CLAUSE No. 3.6	The 'Earnest Money' and "Techno- Commercial Part of the tender shall be opened at 15:30 Hrs. of April 23 <sup>rd</sup> , 2015. Note: If the above day becomes a holiday, then the 'Earnest Money' & "Techno-Commercial Party' of the tender will be opened on the next working day. Please confirm the Date.	Typographical mistake .The date of opening is 12 <sup>th</sup> May 2015 as per NIT. This clause has been modified and given in Addendum/corrigendum vide <b>Annex –II</b> which may be seen.
2	CLAUSE 3.7	Substitution, withdrawal of Tender:- The Bidder may substitute or withdraw its offer after submission, provided that written notice of the substitution, or withdrawal is received by KoPT before the due date and time of submission of offer i.e. 15:00 Hrs. of April 23 <sup>rd</sup> , 2015. or any extension thereof. No. tender shall be substituted, or withdrawn by the Bidder after the Due Date and time of submission of tender or any extension thereof. Please confirm the Date	Typographical mistake .The date of opening is 12 <sup>th</sup> May 2015 as per NIT. This clause has been modified and given in Addendum/corrigendum vide <b>Annex –II</b> which may be seen.
3	CLAUSE NO. 8.2	The scheme further envisages construction of hardstand and road from the shore up to transit storage area of cargo at the extended area of G.C. Berth by the successful contractor along with design, construction and setting up of the Floating Jetty Facility with all ancillary cargo handling equipments. Scheme details with features of. Is the Land required for Hard stand and Road has to be taken on lease and lease rent has to be paid to HDC – Please clarify.	Pl. refer to clause 1.28 ( a) of the Tender Document to be read with clause no. 1.39.1
4	CLAUSE 1.29	KoPT will provide electricity and water to the successful Bidder as may be required on chargeable basis from its available sources. If required, the successful Bidder may have	Nearest HDC Electricity source is at 3 <sup>rd</sup> oil jetty electrical substation & nearest HDC water source is water main near 3 <sup>rd</sup> oil jetty.

		to lay their own water / electric line from nearest KoPT source upto their place of requirement for which KoPT will grant way leave license on chargeable basis as per its schedule of Rent time being in force. The detail of existing rate of way leave License Fee is given at Appendix – III. Where is the nearest source of water/Electricity source?	
5	Clause 7.21 (a) & (b)	<p>Compensation &amp; Non availability.</p> <p>Compensation should be for not achieving MLP and should not be charged for downtime also.</p>	Not agreed
6	GENERAL COMMENTS	<p>1) During Commissioning/ construction the electricity &amp; Water requirement shall be provided by HDC, if yes at what cost?</p> <p>2) During Operation, High Mast (Min 14 Nos.) has to be installed at various location- consumption of Electricity is on Bidders account? Please clarify.</p> <p>3) Tender documents has to be submitted / uploaded at MSTC website – Is hard copy also required to be submitted to HDC ? Please clarify.</p>	<p><b>Reg Electricity:</b> If available and if required, suitable power supply will be arranged by HDC at the nearest existing supply points of site of work on receipt of request letter from the contractor to that effect. All necessary arrangements for distribution at site will have to be made by the contractor at his own cost and arrangements, Charges for consumption of power shall be periodically recovered from the contractors bill at the rate of WBSEB as prevalent amended from time to time along with departmental overhead of 19.25 % including installation and hire charges for metres .</p> <p><b>Reg water :</b>The contractor will arrange for supply of water both for drinking for construction purposes. However ,on written request from the contractor, water for drinking and for construction purposes may be made available from the existing nearest source of water line of the HDC. The contractor will have to arrange for laying pipelines, as necessary, as per the approval of Engr. for storing and distributing the same to the work point at his own cost and arrangement. The charges to be recovered progressively based on the prevailing rate as per Industrial rate of water in existing SOR.</p> <p>The clause no 1.29 of tender document in this respect has been modified and given in Addendum/corrigendum vide <b>Annex –II</b> which may be seen.</p> <p>The successful bidder will bear the electricity charges</p> <p>Hard copy of E tender is not required to be submitted to HDC.</p>

	4) Earnest Money to be deposited into the designated Branch ONLY through ECS or is DD also acceptable?	EMD is to be submitted to the designated bank indicated in Tender document.
	5) Refund of EMD of unsuccessful bidder shall be refunded by HDC or MSTC.	Refund of EMD to unsuccessful bidder will be made by HDC as per clause 3.4© .
	6) Can HDC consider guarantee of cargo?	No .
	7) Time consumed for Removal of foreign materials like boulders, thermal coal, iron ore etc. from the wagons as well as cleaning of empty wagons placed at the railway sidings prior to loading of cargo by the contractor to avoid contamination of cargo should not be included in demurrage free time.	Such time will be to the account of successful bidder. The successful bidder will have to undertake over all operation within the free time stipulated by South Eastern Railway.
	8) Bid submission closing date needs to be extended for Minimum 30 days. We require time to plan out the whole operation.	Bid submission date already extended .
	9) Is Environment Clearance required for the Project? Is it under CRZ? Is Security Clearance Required?	Environment clearance will be required for this project. It is under CRZ. Security clearance is not required for this project.

## Annex-II

### **Risk purchase clause together with amendments and additions to various clauses .**

<b>Clause No.</b>	<b>Existing clause</b>	<b>Modified Clause</b>
2.4.1-	<p><b>TECHNICAL CAPACITY:</b> The Applicant (whether a single entity or a consortium) must have experience of managing, operating and maintaining full-fledged Dry Bulk Terminal(s) in a sea / riverine port(s), where it has provided all cargo handling services to the users at the Quayside, Storage Yard etc using Cranes and other support equipment and achieved the following in such full fledged terminal(s):-</p> <p>a) Achieved ship face handling of at least 2.04 MMT of cargo per annum in any of the year during last 7 years ending on 31.03.2014 in case of having experience of managing , operating and maintaining one full fledged terminal in a sea / riverine port.</p> <p style="text-align: center;">Or</p> <p>b) Achieved ship face handling of at least 1.275 MMT of cargo per annum per terminal in any of the year during last 7 years ending on 31.03.2014 in case of having experience of managing , operating and maintaining two full fledged terminal(s) in a sea / riverine port(s).</p> <p style="text-align: center;">Or</p> <p>c) Achieved ship face handling of at least 1.02 MMT per annum per terminal in any of the year during last 7 years ending on 31.03.2014 in case of having experience of</p>	<p><b>TECHNICAL CAPACITY:</b> The Applicant (whether a single entity or a consortium) must have experience of managing, operating and maintaining full-fledged Dry Bulk Terminal(s) in a sea / riverine port(s), where it has provided all cargo handling services to the users at the Quayside, Storage Yard etc using Cranes and other support equipment and achieved the following in such full fledged terminal(s):-</p> <p>a) Achieved ship face handling of at least 2.04 MMT of cargo per annum in any of the year during last 7 years ending on <b>31.03.2015</b> in case of having experience of managing , operating and maintaining one full fledged terminal in a sea / riverine port.</p> <p style="text-align: center;">Or</p> <p>b) Achieved ship face handling of at least 1.275 MMT of cargo per annum per terminal in any of the year during last 7 years ending on <b>31.03.2015</b> in case of having experience of managing , operating and maintaining two full fledged terminal(s) in a sea / riverine port(s).</p> <p style="text-align: center;">Or</p> <p>c) Achieved ship face handling of at least 1.02 MMT per annum per terminal in any of the year during last 7 years ending on <b>31.03.2015</b> in case of having experience of managing, operating and maintaining three full fledged terminal(s) in a sea /</p>

	<p>managing, operating and maintaining three full fledged terminal(s) in a sea / riverine port(s).</p> <p>In case, the Tenderer is a Consortium, the Technical capacity as Stated above can be fulfilled by any one member or all members of the Consortium.</p>	<p>riverine port(s).</p> <p>In case, the Tenderer is a Consortium, the Technical capacity as Stated above can be fulfilled by any one member or all members of the Consortium.</p>
2.4.2	<p><b>FINANCIAL CAPACITY:</b></p> <p>The Average Annual Financial Turn Over of the Tenderer (whether a single entity or a consortium) during the last three financial years ending on March 31.2014 should be at least Rs 22.11 crores.</p> <p>Where the Tenderer is a Consortium, the Average Annual Financial Turn Over for the Consortium would be computed as arithmetic sum of Average Annual Financial Turn Over of the individual members forming the consortium subject to the condition that one of the consortium members shall have at least 50% of Average Annual Financial Turn over of the Consortium</p>	<p><b>FINANCIAL CAPACITY:</b></p> <p>The Average Annual Financial Turn Over of the Tenderer (whether a single entity or a consortium) during the last three financial years ending on <b>March 31.2015</b> should be at least Rs 22.11 crores.</p> <p>Where the Tenderer is a Consortium, the Average Annual Financial Turn Over for the Consortium would be computed as arithmetic sum of Average Annual Financial Turn Over of the individual members forming the consortium subject to the condition that one of the consortium members shall have at least 50% of Average Annual Financial Turn over of the Consortium.</p> <p>In case the bidder/ consortium is not in a position to submit the audited balance sheet for the financial year ending on March 31 ,2015 , in such a case the bidders / consortium shall have to submit a certificate issued by their statutory auditors indicating the turn over achieved during 2014-2015 i.e from 1<sup>st</sup>. April 2014 to <b>31<sup>st</sup> March 2015</b>.</p>
7.5	<p><b>Period of Contract:</b></p> <p>The contract shall be for a period of 15 years from the date of commissioning as certified by the Independent Engineer as per Cl. - 7.23 or nine months from the date of LOI, whichever is earlier.</p>	<p><b>Period of Contract:</b></p> <p>The contract shall be for a period of 15 years from the date of commissioning as certified by the Independent Engineer as per Cl. - 7.23.</p>

7.8 [ a]	The successful Bidder shall have to ensure handling of a minimum of 10,000 MT of cargo per day at Floating Jetty.	The successful Bidder shall have to ensure handling of a minimum of 10,000 MT of cargo per day at Floating Jetty, calculation of which will be done as per formula at clause 7.8 (b).
7.8 [ Note iv]	i) In case of failure to achieve MLP for the dry bulk cargo, KoPT shall make payment at reduced rate in the manner detailed at Cl.-7.11(a) of the tender document.	i) In case of failure to achieve MLP for the dry bulk cargo, KoPT shall make payment at reduced rate in the manner detailed at Cl.-7.21(a) of the tender document.
7.12.6(b)	<p>If the termination is after the date of commercial operation due to a contractor's event of default , the compensation payable by employer to the contractor shall be lowest of</p> <ul style="list-style-type: none"> <li>i) the book value</li> <li>ii) 90% of debt due</li> <li>iii) The estimated cost of the project duly depreciated as per clause 7.12.7 of the contract</li> </ul> <p>Provided , no compensation shall be payable to the contractor if the contractor fails to maintain the insurance cover as per tender document. .</p>	<p>If the termination is after the date of commercial operation due to a contractor's event of default , the compensation payable by employer to the contractor shall be lowest of the followings in respect of Pontoon jetty fitted with crane and connecting walkways with conveyor system , immediate backup hardstand , connecting roads and illumination facilities free of any encumbrances;</p> <ul style="list-style-type: none"> <li>i) the book value</li> <li>ii) 90% of debt due</li> <li>iii) The estimated cost of the project duly depreciated as per clause 7.12.7 of the contract</li> <li>iv) the value of the assets duly assessed by an independent valuer to be engaged by the employer.</li> </ul> <p>Provided, no compensation shall be payable to the contractor if the contractor fails to maintain the insurance cover as per tender document. .</p>
7.12.6 ( d)	No compensation is payable by the employer in case of termination of contract prior to commencement of construction of the facility.	No compensation is payable by the employer in case of termination of contract prior to completion of construction of the facility.

7.12.6.(e)		<b><u>RISK PURCHASE CLAUSE</u></b> : In the event of termination of the contract due to contractor's event of default, the employer after taking action as per provision of clause no. 7.12.6(b) shall subsequently enter into a fresh contract for Operation and Maintenance of the project facilities. In such a situation, if the subsequent contracted rate for operation and maintenance becomes more than 63% of the accepted rate of the earlier contract, the difference of rate (rate quoted by 2 <sup>nd</sup> Contractor less 63% of the accepted rate of the earlier contract) shall stand recoverable from the defaulting contractor over the remaining period of contract.												
7.21	<p>Compensation/Disincentives:</p> <p>a)Compensation/Disincentive against failure to achieve MLP:</p> <p>The adjustment of payments to be made against achievement or non achievement of MLP of 10,000.00 MT per day as set out in Cl.-7.8 will be done as per formula herein below:</p> <table><tr><td>Berth day output actually achieved per Mini Bulk Carrier basis</td><td>Amount payable as percentage of 46 % of accepted rate in Scheduled of Rates (Appendix-IX)</td></tr><tr><td>9000-9999 MT</td><td>95%</td></tr><tr><td>8000-8999 MT</td><td>90%</td></tr></table> <p>To calculate the reduction in ceiling rates as shown above, the base rate ( for MLP of 10,000.00 MT per day) was reduced to 95% for first thousand MT and for the 2nd thousand MT the rate was reduced to 90 % of the base</p>	Berth day output actually achieved per Mini Bulk Carrier basis	Amount payable as percentage of 46 % of accepted rate in Scheduled of Rates (Appendix-IX)	9000-9999 MT	95%	8000-8999 MT	90%	<p>Compensation/Disincentives:</p> <p>a)Compensation/Disincentive against failure to achieve MLP:</p> <p>The adjustment of payments to be made against achievement or non achievement of MLP of 10,000.00 MT per day as set out in Cl.-7.8 will be done as per formula herein below:</p> <table><tr><td>Berth day output actually achieved per Mini Bulk Carrier basis</td><td>Amount payable as percentage of 46 % of accepted rate .</td></tr><tr><td>9000-9999 MT</td><td>95%</td></tr><tr><td>8000-8999 MT</td><td>90%</td></tr></table> <p>To calculate the reduction in ceiling rates as shown above, the base rate ( for MLP of 10,000.00 MT per day) was reduced to 95% for first thousand MT and for the 2nd thousand MT the rate was reduced to 90 % of the base rate. Likewise ceiling rates for performance below 8000 MT shall be calculated by reducing the base rate accordingly.</p>	Berth day output actually achieved per Mini Bulk Carrier basis	Amount payable as percentage of 46 % of accepted rate .	9000-9999 MT	95%	8000-8999 MT	90%
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