

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

HALDIA DOCK COMPLEX



Tender No. : SDM(P&E)/T/8/2021-2022

for

Operation and Maintenance of 3 (Three) nos. DLW make 3100 HP (Model: WDG3A) Locomotive for a period of 5 (Five) years for Haldia Dock Complex, Syama Prasad Mookerjee Port, Kolkata

ADDENDUM - I

CORRECTIONS / ADDITIONS / DELETIONS, ETC.

[Total Number of Pages : 7]

NOTE :

1. This “**Addendum-I**” should be read in conjunction with Bidding Document (including Notice Inviting e-Tender)..
2. Consequential changes, arising out of this **Addendum-I**, will be deemed to have been effected, even if the same were not incorporated specifically in the Bidding Document.
3. All other terms and conditions of the Bidding Document (including Notice Inviting e-Tender) will remain unchanged.
4. One set of this ‘**Addendum-I**’ and clarifications against Pre-bid queries should be submitted along with the techno-commercial offer, duly signed and stamped, on each and every page, as token of acceptance.

Addendum -I

Tender No. : SDM(P&E)/T/8/2021-2022

Sl. No	Page No.	Clause No.	As specified in the Bidding Document	To be read as / Remarks
1	4	2.1.2	<p>The term “<i>similar works</i>” means –</p> <p>“Successful execution of Operation & Maintenance / supply (hire basis / owned / leased by the firm) of High Power Diesel Electric / Diesel Hydraulic Locomotive, turbo charged, DC-DC /AC-AC /AC-DC transmission or equivalent at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organisations”.</p>	<p>The term “<i>similar works</i>” means –</p> <p>“Successful execution of Operation & Maintenance / supply (hire basis / owned / leased by the firm) of High Power (1150 HP and above) Diesel Electric / Diesel Hydraulic Locomotive, turbo charged, DC-DC /AC-AC /AC-DC transmission or equivalent at Port Sectors / Central Govt. / State Govt. / PSU / other reputed organisations”.</p> <ul style="list-style-type: none"> • High Power Locomotive means 1150HP and above.
2	28	6.2 A. (2 nd bullet point)	<p>Scope of Contractor :</p> <p>Round the clock manning of Diesel Loco Driver along with other personnel and adequate shunting staff for operation of Locomotive as per scope of work.</p>	<p>Scope of Contractor :</p> <p>A) Operational purpose :</p> <p>Round the clock manning of following category for each Locomotive operation including reliever under the supervisor of the contractor:</p> <ol style="list-style-type: none"> Loco Driver. Shunt man. Helper. <p>However, number of staff to be decided by the contractor for round the clock operation of 3 (three) nos. DLW make 3100 HP Locomotive (Model: WDG3A) during the contract period of 5 years and the extended period, if any, as will be mutually agreed upon.</p> <p>B) Maintenance purpose :</p> <p>Contractor shall deploy manning for Mechanic, Electrician and Helper including reliever in General Shift under the supervisor of the contractor.</p>

3	28	6.2 A i)	Operation and Maintenance of 3 (three) nos. DLW make 3100 HP (Model : WDG3A) Diesel Electric High power Locomotive of HDC, SMPK, for a period of 5 years by deploying trained manpower and spares, if not available with HDC, SMP, Kolkata, consumables etc. except fuel (to be supplied by HDC).	i) Operation and Maintenance of 3 (three) nos. DLW make 3100 HP (Model : WDG3A) Diesel Electric High power Locomotive of HDC, SMPK, for a period of 5 years including trained manpower and consumables as per Appendix-5, which is not limited. • All kind of spare parts shall be provided by HDC to the contractor on requisition basis. In case of non-availability of spare in HDC's store, the contractor will supply the spares from DLW authorized vendors/ open markets, at his own cost and get the cost of spares reimbursed with 6% service charge plus applicable GST. • Fuel to be supplied by HDC on free of cost.
	29	6.2 A. iii)	The contractor will carry out complete operation and maintenance of the Locomotives including supply of spares, if not available with HDC, SMP, Kolkata, consumables etc. during the contract period of 5 years and the extended period, if any, as will be mutually agreed upon.	
4	29	6.2.9.	The manpower deployed in the Loco should be well conversant with singles and track. Over shooting of signals shall be considered as a fault of Loco.	The manpower deployed in the Loco should be well conversant with signals and track.
5	29 & 30	6.3	<u>Re-railment</u> It is the responsibility of the contractor for the Loco re-railment. However, based on the request of the contractor, the same may be done by HDC on chargeable basis. The charge will be the actual cost of manpower and 19.25% over head and the same will be deducted from the running bill of the contractor	<u>Re-railment</u> In case of de-railment, the committee (Reference Clause No. 8.10) will inspect the site for de-railment. If it is found after investigation by the committee that the contractor is responsible and the contractor shall have to rectify / repair loco re-railment as well as associated work at their risk, cost and arrangements. However, based on the request of the contractor, re-railment work and related repairing work may be done by HDC on chargeable basis. The charge will be the actual cost of manpower and materials deployed by HDC and 19.25% over head and the same will be deducted from the running bill(s) of the contractor.
6	30	6.7	<u>OBLIGATION AND RELATED INFORMATION</u> The contractor shall operate and maintain three (03) nos. DLW make 3100 HP (Model : WDG3A) Locomotive (Sl. Nos. DLW- 1, 2 & 3) of HDC, SMP, Kolkata in accordance with the Good Industry Practice with the objective of fulfilling the Scope of Work and service standards required under the contract and ensuring that the DLW make locomotives handed over by HDC, SMP, Kolkata to the contractor (to be transferred to HDC,	<u>OBLIGATION AND RELATED INFORMATION</u> • The contractor shall operate three (03) nos. DLW make 3100 HP (Model: WDG3A) Locomotive (Sl. Nos. DLW- 1, 2 & 3) of HDC, SMP, Kolkata in accordance with the Good Industry Practice. • The contractor shall carry out preventive maintenance of three (03) nos. DLW make 3100 HP (Model: WDG3A) Locomotive (Sl. Nos. DLW- 1, 2 & 3) as per plan – A, B & C of Appendix-2 in accordance with standards industry practice and relevant

			SMP, Kolkata upon expiry of the contract) remain in good condition, normal wear and tear expected, so that the design life of 20 years of the equipment concerned (i.e. from 2009/10), is achieved. The contractor in this regard shall repair and maintain the DLW Locomotives or any part thereof as necessary and for this purpose take measures for carrying out scheduled and preventive maintenance of the DLW Locomotives including upgradation / repairing of structures, refurbishing, painting, etc.	standards.
6	31	6.11		To Add : List of consumables is attached as Appendix – 5 .
8	32	6.17	An Independent Agency (or Institution or Organization) like Railways, ALCO, DLW Varanasi, and other similar organizations / institutions/ OEMs, will be appointed to carry out annual inspection of the DLW Locomotives (including Engine) of HDC, SMP, Kolkata, handed over to the contractor. The Independent Institution / Organization / Agency, after each such inspection, will certify as to whether these equipment are in order. They will also recommend corrective actions viz. repairing, overhauling, corrections etc. required for removing the defects, deficiencies if any in these assets and the respective timeframes within which such corrective actions are required to be undertaken. The contractor shall be required to carry out all such corrective actions within the respective timeframes at his own cost and arrangements. The Independent Agency will certify as to whether the contractor has undertaken all the corrective actions as recommended by the Independent Agency. The contractor will be obliged to obtain the said certificate from the Independent Agency and submit the same to HDC, SMP, Kolkata within a period of 7 days of the receipt of the said certificate. The costs and expenses of the Independent Agency shall be	Annual inspection of the DLW Locomotives (including Engines) of HDC, SMP, Kolkata, handed over to the contractor will be carried out by Third Party Inspection Agency (TPIA). The cost of TPIA will be borne by HDC, SMPK. TPIA shall carry out inspection of the Locomotives at site and submit inspection report in this regard. If any defects / deficiencies found, the contractor shall be required to carry out all such corrective actions within 7 days at his own costs and arrangements. Failing which, HDC will take over the job and carry out by own or from Indian Railway, if required. The actual cost incurred along with 19.25% over head will be deducted from the running bill(s) of the contractor.

			borne by the HDC, SMP, Kolkata and the contractor equally.	
9	32	6.18	<p>Asset Management Guarantee :</p> <p>a) The contractor will maintain, throughout the period of the contract, an Asset Management Guarantee in the form of an encashable Bank Guarantee amounting to INR 10 Crores. The said Bank Guarantee shall have to be deposited at the beginning of the contract, and the contractor shall have to supplement / replenish / extend the said Bank Guarantee as per direction of HDC, SMP, Kolkata from time to time. In the event of the contractor failing to comply with corrective actions recommended by the Independent Agency, HDC, SMP, Kolkata itself may implement the recommendations of the Independent Agency for removing the defects / deficiencies in the DLW Locomotives of HDC, SMP, Kolkata handed over to the contractor and recover the expenditure incurred along with 19.25% overhead by invoking the said Asset Management Guarantee. HDC, SMP, Kolkata may also, if required, withhold monthly payment(s) of the contractor in case the contractor shows reluctance in implementing the recommendations of the Independent Agency.</p> <p>b) SMP, Kolkata may also invoke the Asset Management Guarantee in case the contractor does not make good the damages caused to the DLW locomotives due to reasons attributable to the contractor or his workers.</p> <p>c) In the event of invocation of the Asset Management Guarantee, irrespective of the claim amount, HDC, SMP, Kolkata shall realize the entire amount of INR 10 Crores. This amount shall be retained by SMP, Kolkata till completion of the contract period. However, HDC, SMP, Kolkata may return the balance amount, if any, on submission of fresh Asset Management</p>	<p>Clause is to be considered as DELETED.</p>

			Guarantee in the form of encashable Bank Guarantee for INR 10 Crores as security. The bidder should note that the coverage, in the form of the Asset Management Guarantee, shall always remain active during the entire period of the contract for the amount of INR 10 Crores.	
10	32 & 33	6.19 a) to e)	Independent Agency	Clause is to be considered as DELETED .
11	67	8.16.2	D – Hours lost due to no non-availability / non-supply of spares (under scope of HDC, SMPK)	D – Hours lost due to non-availability / non-supply of spares (under scope of HDC, SMPK)
12	68	8.20 c)	In case the DLW Locomotive is not available for operation for a period of more than 7 (seven) days, then a substitute Locomotive with similar/ better specification (including age of the locomotive) shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Locomotive is inoperative / broken down. However, supply of fuel to the replacement Locomotive will be on actual consumption basis.	Clause is to be considered as DELETED..

Appendix-5

LIST OF CONSUMABLES OF DLW- LOCOMOTIVE

PART A: DIESEL ENGINE

SL. NO.	DESCRIPTION OF ITEMS	DLW PART NO.
1	LONG LIFE SECONDARY FILTER (FUEL)	10051740/ 10052331
2	LONG LIFE PRIMARY FILTER (FUEL)	10051727
3	LUBE OIL FILTER ELEMENT	11440259
4	FIBRE GLASS BAG FILTER (AIR)	11458045
5	GASKET	10170194
6	AIR SUCTION FILTER (AIR COMP)	11489121

7	GASKET VALVE LEVER CASING (TAPPET)	10170886
8	ENGINE OIL- SERVO RR 606 MG (OR EQUIVALENT)	
9	SERVO PRESS 150 RR (OR EQUIVALENT)	
10	COOLANT	3167218
11	GREASE EP-2 / SG-3	

PART B: LOCOMOTIVE

SL. NO.	DESCRIPTION OF ITEMS	DLW PART NO.
1	BREAK SHOE	11663406
2	CARBON BRUSH FOR AUXILIARY GENERATOR AND EXCITER	12420542
3	CARBON BRUSH FOR TR. ALTERNATOR TA10102EV	12420530
4	CARBON BRUSH FOR TRACTION MOTORS.	
5	LUBRICANT- SERVOCOAT 170T	
6	H2SO4 ACID + WATER (SP. GRAVITY 1250)	
7	BATTERY 8 VOLTS, 450 AH	
8	TWIN BEAM H.D LAMP 100/90 WATT, 24 VOLTS.	
9	M.C.B – 200 AMPS, 130 VOLTS	12319399
10	M.C.B – 150 AMPS, 130 VOLTS	12319429
11	M.C.B – 30 AMPS, 130 VOLTS	
12	M.C.B- 15 AMPS, 130 VOLTS	

Note : The consumable list indicated above, includes but is not limited to, if required, the contractor has to change / replace the consumables apart from the above list as per requirement and scheduled & preventive maintenance (A, B, C-Check).

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Queries of different firms in connection with the pre-bid meeting held on 10.08.2021 and clarifications of HDC, SMP, Kolkata thereof.

Sl. No.	Clause No/ Page No.	Tender Conditions	Queries of the firms	Clarifications of HDC, SMP, Kolkata
1	Clause No. 2.1.2 / Page no. 4	MINIMUM ELIGIBILITY CRITERIA (MEC) “Similar Works”	To consider complete Loco Operation, Loco Maintenance, Rake Loading & Unloading, Preparation of rake and Handling of wagons & tripling of wagon etc. for Two (2) Years or Three (3) Years contract period work order value.	Please see Addendum-I .
2	Clause No. 6.11 / Page no. 31	However, required consumables and running spares like lubricants, filters, MCBs, fuses, lamps etc. will have to be provided by the contractor, which will be included in their O&M cost and will not be reimbursed to the contractor, as per the methodology as mentioned above, for operation and maintenance of the DLW make Locomotives of HDC, SMP, Kolkata. If HDC, SMP, Kolkata has to provide any consumables, as per request of the contractor, then cost of consumables will be deducted from their monthly bill based on respective book values of those consumables plus 19.25% overhead charges.	The complete list of consumables is not mentioned in the document. Request to provide a complete list of consumables which will be in contractors scope.	Please see Addendum-I . List of consumables of DLW- locomotive has been provided in Appendix-5 .
3	Clause No. 6.17 / Page	An Independent Agency (or Institution or Organization) like Railways, ALCO, DLW Varanasi, and other similar	Propose a joint inspection by the representative of	Please see Addendum-I .

Sl. No.	Clause No/ Page No.	Tender Conditions	Queries of the firms	Clarifications of HDC, SMP, Kolkata
	no. 32	organizations / institutions/ OEMs, will be appointed to carry out annual inspection of the DLW Locomotives (including Engine) of HDC, SMP, Kolkata, handed over to the contractor. The Independent Institution / Organization / Agency, after each such inspection, will certify as to whether these equipment are in order. They will also recommend corrective actions viz. repairing, overhauling, corrections etc. required for removing the defects, deficiencies if any in these assets and the respective timeframes within which such corrective actions are required to be undertaken. The contractor shall be required to carry out all such corrective actions within the respective timeframes at his own cost and arrangements. The Independent Agency will certify as to whether the contractor has undertaken all the corrective actions as recommended by the Independent Agency. The contractor will be obliged to obtain the said certificate from the Independent Agency and submit the same to HDC, SMP, Kolkata within a period of 7 days of the receipt of the said certificate. The costs and expenses of the Independent Agency shall be borne by the HDC, SMP, Kolkata and the contractor equally.	the Contractor & Port Authority annually.	
4	Clause no. 6.18 / Page no. 32	Asset Management Guarantee : a) The contractor will maintain, throughout the period of the contract, an Asset Management Guarantee in the form of an encashable Bank Guarantee amounting to INR 10 Crores. The said Bank Guarantee shall have to be deposited at the beginning of the contract, and the contractor shall have to supplement / replenish / extend the said Bank Guarantee as per direction of HDC, SMP, Kolkata from time to time. In the event of the contractor failing to comply with corrective action recommended by the	To consider the reduction in amount of Asset Management Guarantee of 10 crores and also to split the bank Guarantee which can be released periodically over the period of the contract. Omit the Clause Number 6.18 Asset Management Guarantee.	Please see Addendum-I .

Sl. No.	Clause No/ Page No.	Tender Conditions	Queries of the firms	Clarifications of HDC, SMP, Kolkata
		<p>Independent Agency, HDC, SMP, Kolkata itself may implement the recommendations of the Independent Agency for removing the defects / deficiencies in the DLW Locomotives of HDC, SMP, Kolkata handed over to the contractor and recover the expenditure incurred along with 19.25% overhead by invoking the said Asset Management Guarantee. HDC, SMP, Kolkata may also, if required, withhold monthly payment(s) of the contractor in case the contractor shows reluctance in implementing the recommendations of the Independent Agency.</p> <p>b) SMP, Kolkata may also invoke the Asset Management Guarantee in case the contractor does not make good the damages caused to the DLW locomotives due to reasons attributable to the contractor or his workers.</p> <p>c) In the event of invocation of the Asset Management Guarantee, irrespective of the claim amount, HDC, SMP, Kolkata shall realize the entire amount of INR 10 Crores. This amount shall be retained by SMP, Kolkata till completion of the contract period. However, HDC, SMP, Kolkata may return the balance amount, if any, on submission of fresh Asset Management Guarantee in the form of encashable Bank Guarantee for INR 10 Crores as security. The bidder should note that the coverage, in the form of the Asset Management Guarantee, shall always remain active during the entire period of the contract for the amount of INR 10 Crores.</p>	<p>To remove this clause as the property belongs to SMP and controlled by SMP under jurisdiction of SMP area. May accept Insurance coverage for any damage of property injury / fatal as the case may be due to work performance during the contract period.</p>	
5	Clause no. 6.19 (C) /	The costs and expenses of the Independent Agency shall be borne by the HDC, SMP, Kolkata and the contractor	The cost is unknown for costing in this tender. This cost is one or two times	Please see Addendum-I . Third Party Inspection Agency (TPIA) will be

Sl. No.	Clause No/ Page No.	Tender Conditions	Queries of the firms	Clarifications of HDC, SMP, Kolkata
	Page no. 33	equally.	may require as per situation and requirement to be considered under scope of HDC, SMP instead of Contractor.	engaged by HDC, SMPK at the cost of HDC, SMPK.
6	Clause no. 8.4 / Page no. 64	<p>Use of Land :</p> <p>For the purpose of setting up a site office to carry out the activities in connection with the contract, land as available, may be allotted to the firm by HDC, SMP, Kolkata, on chargeable basis, at applicable rate, at the nearby area of the Loco shed for which the firm will have to submit written application. It is emphasized that the construction of such site office, if required, shall in no way hinder any other operation inside the dock or elsewhere.</p> <p>If the contractor does not handover the land allotted to him and/or does not remove the temporary structure erected on the said land within a fortnight, then the contractor will have to pay compensation to HDC equivalent to three times the applicable licence fee from the plot concerned as per schedule rent of HDC's land and building at Haldia.</p>	Since the allotment of land for office use is on chargeable basis, we request you to let us know the charges / rent for the same.	<p>May please refer the following URL http://tariffauthority.gov.in/ViewData/CategoryDataList?mid=1256&CategoryId=138&SubCategory=97 Subject to amendment, if any in this regard.</p>
7	Clause no. 8.20 (b) / Page no. 68	<p>Penalty :</p> <p>b) If the DLW locomotive gets involved in any sort of accident / derailment taking toll of life or material or both or creating dislocation owing to inadvertent operations or loss of alertness, the site-in-charge of the firm shall have to submit a detailed report of the accident enumerating its cause to HDC, SMPK. HDC, SMPK in turn shall verify the above submission, if necessary by forming a committee in which one representative of the firm will be there. In case of driver / Locomotive the committee as aforesaid may opine being responsible for such accident</p>	Not accepted the realization of penalty from the Party's monthly RA Bill or any other sum payable, as all Labour Payment and other site expenses will be held up for such realization rather we propose an Insurance coverage on any sort of accident / derailment.	Tender condition will prevail.

Sl. No.	Clause No/ Page No.	Tender Conditions	Queries of the firms	Clarifications of HDC, SMP, Kolkata
		as, the penalty will be at actual and the same to be deducted from the party's monthly RA bill or other sum payable.		
8	Clause no. 8.20 (c) / Page no. 68	c) In case the DLW Locomotive is not available for operation for a period of more than 7 (seven) days, then a substitute Locomotive with similar/ better specification (including age of the locomotive) shall be provided as a replacement by the Contractor at no extra charge within 30 days from the time and date the offered Locomotive is inoperative / broken down. However, supply of fuel to the replacement Locomotive will be on actual consumption basis.	This clause to be deleted from the scope of Contractor.	Please see Addendum-I .
9	Clause no. 8.50 / Page no. 73	Locomotive Driver Profiles : Contractor should submit the profiles of Locomotive Driver as per Format, Annexure- A. The Training Certificates along with the Health Certificates of the Locomotive Drivers to be produced along with the Techno- commercial Bid.	We should be able to provide the driver profiles and all the required certificates once the tender is awarded to us as we have not hired staff for your location yet. Request you to please consider amending this clause.	Tender condition will prevail.
10	Clause no. 8.54.1 / Page no. 74	Performance Guarantee / Security Deposit : Within twenty-eight (28) days of issuance of "Letter of Acceptance (LOA)", the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from a Nationalized Bank/Scheduled Bank in India, in the amount, 3 % of the contract value excluding GST, in the form Banker's Cheque or by Demand Draft of a Nationalized Bank of India drawn in favour of 'Syama Prasad Mookerjee Port Trust, Kolkata, Haldia Dock Complex' and payable at Haldia – with Sr. Dy. Manager (Finance), HDC, SMP, Kolkata, which shall be retained	To be amended adding deduction from monthly bill 3% of amount every month which will paid by SMP after successful completion of work for 5 years.	Tender condition will prevail.

Sl. No.	Clause No/ Page No.	Tender Conditions	Queries of the firms	Clarifications of HDC, SMP, Kolkata
		<p>as Security Deposit till successful expiry of the guarantee period. In all cases, any dispute regarding Bank Guarantee will be adjudicated under the jurisdiction of Kolkata High Court.</p> <p>Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for termination of the contract</p> <p>The Security Deposit will be refunded, without interest, after the successful execution of the order and submission of 'No Claim Certificate'.</p>		
11	Appendix : 2 / Page nos. 81 to 91	Preventive Maintenance Schedule B & C.	Proposed to provide the details specification for replacement of different types of Filters.	Please see Addendum-I. (List of consumables- Appendix 5)
12		General	If accommodation can be made available for contractor's staff on chargeable basis.	If available, accommodation for contractor's staff may be provided on changeable basis at applicable rates.