

# KOLKATA PORT TRUST HALDIA DOCK COMPLEX

## ADDENDUM & CORRIGENDUM NOTICE FOR:

**NAME OF WORK:** ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST

**TENDER NO.:** I&CF/IZ&R/T/305

**TENDER NO.:** I&CF/IZ&R/T/305/771

**Dated:** 01.11.2019

To,  
All Bidders

Reference tender document for the subject work, the following amendments shall be applicable:

SI No	Tender Volume	Reference	Existing Details	To Be Read / Replaced As
1	Special Conditions of Contract [pp. 21]	Evaluation Methodology	Points would be allotted as average of aggregate points awarded by individual members of the Committee indicated at Clause 6.7 (a) under Evaluation Methodology, evaluating the bid as per subjective individual assessment.	Points would be allotted as average of aggregate points awarded by individual members of the Committee indicated at Clause 6.10 (a) under Evaluation Methodology, evaluating the bid as per subjective individual assessment.
2	Special Conditions of Contract	Time of Completion	SI No. 6.8	SI No. 6.11
		Terms of Payment	SI No. 6.11	SI No. 6.12
		Safety Measures	SI No. 6.12	SI No. 6.13
		Holiday and Sunday Work	SI No. 6.13	SI No. 6.14
		Power Supply	SI No. 6.14	SI No. 6.15
		Keeping the Site and Working Area Clear	SI No. 6.15	SI No. 6.16
		Escalation / Variation on Prices	SI No. 6.16	SI No. 6.17
		Compliance With EPF & MP Act	SI No. 6.17	SI No. 6.18
		Compliance With E.S.I. Act	SI No. 6.18	SI No. 6.19
		Indemnification	SI No. 6.19	SI No. 6.20
		Force Majeure	SI No. 6.20	SI No. 6.21
		Dock Permit	SI No. 6.21	SI No. 6.22
		Taxes	SI No. 6.22	SI No. 6.23
		Proprietary Data	SI No. 6.23	SI No. 6.24
		Liquidated Damages for Delay	SI No. 6.24	SI No. 6.25
		Plant & Equipment	SI No. 6.25	SI No. 6.26
		Security Arrangements	SI No. 6.26	SI No. 6.27
		Floating Craft	SI No. 6.27	SI No. 6.28
		Vehicle	SI No. 6.28	SI No. 6.29
		Settlement of Disputes	SI No. 6.29	SI No. 6.30
		Inspection of Work	SI No. 6.30	SI No. 6.31
		Execution of Work	SI No. 6.31	SI No. 6.32

Bidders are requested to upload this 'Addendum & Corrigendum' dully signed under office seal along with their Techno-Commercial i.e. Cover – I offer as an acknowledgement and acceptance.

General Manager (Engg.)  
Haldia Dock Complex, KoPT

**KOLKATA PORT TRUST  
HALDIA DOCK COMPLEX**

**REPLY TO PRE-BID QUERIES**

**NAME OF WORK: ENGAGEMENT OF AGENCY / INSTITUTE FOR PROVIDING CONSULTANCY & PMC SERVICES FOR IMPLEMENTATION OF GREEN PORT INITIATIVES  
AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST**

**TENDER NO.: I&CF/IZ&R/T/305**

Sl No	Tender Clauses No.	Existing Provision	Queries raised by Bidder	HDC's Reply
1	Clause No. 3.2.2(i) [pp. 5]	Pre-Qualification Criteria for Bidders – Three completed works each costing not less than 40% of the estimated amount put to tender.	As per Clause no. 3.2 (2) (i) Pre-qualification criteria for bidder whether the consultancy services for DPR preparation of Port & Harbour sector shall be considered as pre-qualification criteria or not?	The provision given in Clause No. 3.2.3 of the tender document shall prevail.
2	Clause No. 3.2.3(a) [pp. 5]	Pre-Qualification Criteria for Bidders – Design and installation of dust suppression systems in Port / Other Large Industries	As per the clause no. 3.2 (3) (a) the "Design of Dust Suppression System in port/other Large industries" is required.  Kindly confirm whether design of Dust Suppression System (DSS) as a part of EIA Study shall be considered or not?	Clause No. 3.2.3 of the tender document shall prevail in this case which clearly states that experiences of Consultancy and PMC Service towards Design and installation of dust suppression systems in Port / Other Large Industries will be required to be eligible.
3	Clause No. 3.2.2 and 3.2.3 [pp. 5]	Pre-Qualification Criteria for Bidders – The intending bidder should have experiences of successfully completed Consultancy and PMC Services	The PMC work carried out for the other projects having the environmental component (like Dust suppression system, Air Pollution Control devices, greenbelt development and EMP implementation shall be considered or not?	As per provision of Clause No. 3.2.3 of NIT the experience of Consultancy and PMC service shall have to be executed in a single contract. Therefore, separate works pertaining to Consultancy and PMC service shall not be considered.
4	Clause No. 3.2.4 [pp. 5]	Pre-Qualification Criteria for Bidders – The Bidder should have accreditation from Quality Council of India (QCI) / National Accreditation Board for Education and Training (NABET) for undertaking Environmental Impact Assessment and Environmental Management Plan Consultant for Category 'A' Projects.	Bidder presumes that QCI / NABET Certification for Category 'A' Projects implies that the same is for "Port / Steel Plants / Power Plants / Other Large Industries" as defined under "Eligible Assignment" of the Bid Document issued by KoPT. KoPT may please confirm the above understanding.	Clause No. 3.2.4 shall prevail, in this case, it is clearly written that QCI / NABET accreditation required for Category 'A' Project.



Sl No	Tender Clauses No.	Existing Provision	Queries raised by Bidder	HDC's Reply
5	Clause No 3.2.2 [pp. 5]	Pre-Qualification Criteria for Bidders – (i) "Three completed works each costing not less than 40% of the estimated amount put to tender". or (ii) Two completed works each costing not less than 50% of the estimated amount put to tender. or (iii) One completed work costing not less than 80% of the estimated amount put to tender.	Consultant firm claiming credit for an Eligible Assignment shall have, prior to proposal due date, received professional fees  (i) at least 40% of estimated amount put to tender for three assignments in last 7 years or (ii) at least 50% of estimated amount put to tender for two assignments in last 7 years. or (ii) at least 80% of estimated amount put to tender for one assignments in last 7 years.	Clause No. 3.2.2 (Pre-qualification Criteria for Bidders) of NIT shall prevail where it is indicated that experience of successfully completed Consultancy and PMC service of similar works shall prevail.
6	Clause No 3.2.3 [pp. 5]	Pre-Qualification Criteria for Bidders – The intending bidder should have experiences of successfully completed Consultancy and PMC Services of the following works in the manner indicated under 2(i), 2 (ii) and 2 (iii) during last 7 (Seven) years ending last day of month previous to one in which applications are invited: a. Design and installation of dust suppression systems in Port / Other Large Industries b. Design and installation of sewerage treatment system / storm water management system including disposal c. Both (a) and (b) above together	The consultants request the client to amend the definition of similar works as the intending bidder should have experiences of ongoing / successfully completed consultancy / PMC / consultancy and PMC services of the following works in the manner indicated under 2(i), 2(ii) and 2(iii) during last 8 (eight) years ending last day of month previous to one in which applications are invited:  (a) Design / installation / design and installation of dust suppression systems in Port / Other Large Industries / Infrastructure Sector  (b) Design / installation / design and installation of sewerage treatment system / storm water management system including disposal  This may please be considered and confirmed.	The request of the bidder cannot be acceded to and the provision of 3.2.3 of NIT shall prevail.
7	Clause No. 3.2.4 [pp. 6]	Pre-Qualification Criteria for Bidders – The Bidder should have accreditation from Quality Council of India (QCI) / National Accreditation Board for Education and Training (NABET) for undertaking	Bidder is an accredited EIA consultant. However, renewal of our accreditation is in process.  Can bidder make JV/consortium/Association with any accredited consultants having accreditation of Category	Joint Venture not considered in the Tender clauses.

Sl No	Tender Clauses No.	Existing Provision	Queries raised by Bidder	HDC's Reply
		Environmental Impact Assessment and Environmental Management Plan Consultant for Category 'A' Projects.	A. Please confirm.	
8	Clause No. 3.2.4 [pp. 6]	Pre-Qualification Criteria for Bidders – The Bidder should have accreditation from Quality Council of India (QCI) / National Accreditation Board for Education and Training (NABET) for undertaking Environmental Impact Assessment and Environmental Management Plan Consultant for Category 'A' Projects.	Can bidder enter into a joint venture (JV) regarding project management consultancy on "Design and Installation of Dust Suppression System" and Design and Installation of sewage treatment/stormwater management system including disposal" with other organizations which has the specific technical capabilities regarding the same?  As a NABET accredited (Category A) organization Environmental Impact Assessment, Environmental Management Plan and Green Belt Development is our inhouse expertise. We are interested to work with Kolkata Port Trust regarding this project provided we are allowed to enter into a joint venture for the specific requirement of expertise mentioned above. Let us know in case you have further queries.	Joint Venture not considered in the Tender clauses.
9	Clause No. 3.3, 2 and 1 [pp. 5]	Bid Submission Date –	The consultants request to provide at least 3 weeks' time to prepare competitive and comprehensive proposal after publishing pre-bid queries reply.	The request of the bidder cannot be acceded to and the provision of Clause No. 1 (SOT), Clause No. 2 (STN) and Clause No. 3.3 (NIT) shall prevail.
10	Clause No. 6.6 [pp. 17]	Professional Experience and Educational Qualification of Key Personnel – Team Leader Professional experience – 15 years. Should have worked in Environmental Impact Assessment, Mitigation, Consultancy for implementation of Green Initiatives preferably in the Port / Other Large Industries	Team Leader Professional experience – 12 years. Should have worked in Environmental Impact Assessment, Mitigation, Consultancy for implementation of Green Initiatives preferably in the Port / Other Large Infrastructure Projects  This may please be considered and confirmed.	The request of the bidder cannot be acceded to and the provision of Clause No. 6.6 of (Professional Experience and Educational Qualification of Key Personnel) shall prevail.
11	Clause 6.8.	Time of Completion –	Though as per tender specification , the submission time	The request of the bidder cannot be

SI No	Tender Clauses No.	Existing Provision	Queries raised by Bidder	HDC's Reply
	Sl. No. 1 [pp. 22]	Submission of final FR/DPR	for first FR/DPR is 2 months from the date of work order by HDC but we apprehend that some more time may be required for detail input data collection, survey and preliminary acceptance of the proposed scheme by HDC. In consideration of the above, we requests HDC to consider 4 months time instead of 2 months for submission of first FR/DPR.  KoPT may please consider our request.	acceded to and the provision of Clause No. 6.8 Sl. No. 1 of Time of Completion shall prevail.
12	Clause 6.8 Sl No. 3 [pp. 22]	Time of Completion – Completion of PMC service along with actual project work.	As per tender specification, commissioning of the projects should be completed within 25 months after acceptance of PMC offers by HDC. We understood that duration of deployment period for site people has no relation with the project completion time. We will depute our manpower for site two days prior to the arrival of the main contractor at site. Further manpower deployment at site will only be as per site requirement.  KoPT may please confirm our understanding.	Clause No. 7.3 of Technical Specifications inter alia states that Site supervision and project monitoring during installation and construction at the time of PMC services. As such the PMC shall ensure timely deployment of adequate manpower for site supervision and project monitoring so that the work can be completed in time.
13	Clause 6.8 Sl. No. 4 [pp. 22]	Time of Completion – Extension of completion period	As per tender specification, no additional cost will be paid to the consultant for any extension of work beyond agreed completion period.  However if the delay is not for any reasons attributable to us then we request HDC to pay additional cost for PMC service on monthly basis or part thereof for such delay as per mutually agreed rate.  KoPT may please consider our request.	Clause 6.8.4 of Time of Completion shall prevail.
14	Clause No. 6.8 Sl. No. 1 [pp. 22]	Time of Completion – 1st Draft FR/DPR – within 02 (two) months from the date of issuance of Work Order by HDC, KoPT Final FR/DPR – within 01 (one) month of	The consultants request to amend the clause as under:  1. 1 <sup>st</sup> FR / DPR: within 4 (four) months from issuance of contract agreement.	The request for the amendment of the Clause 6.8 Sl. No. 1 cannot be acceded.



Sl No	Tender Clauses No.	Existing Provision	Queries raised by Bidder	HDC's Reply												
		receiving comments of HDC, KoPT	2. Final technical specification & BOQ: 3 (three) months after acceptance final FR / DPR by HDC.  This may please be considered and confirmed.													
15	Clause No. 6.10 Segment 3(c) (ii) [pp. 21]	Evaluation Methodology – For Team Leader <table><tr><td>a</td><td>More than 20 years</td><td>Full points</td></tr><tr><td>b</td><td>Between 15 to 20 years</td><td>90% of full points</td></tr></table>	a	More than 20 years	Full points	b	Between 15 to 20 years	90% of full points	For Team Leader <table><tr><td>a</td><td>More than 15 years</td><td>Full points</td></tr><tr><td>b</td><td>Between 12 to 15 years</td><td>90% of full points</td></tr></table>	a	More than 15 years	Full points	b	Between 12 to 15 years	90% of full points	The request of the bidder cannot be acceded to and the provision of Clause No. 6.10 Segment 3(c) (ii) shall prevail.
a	More than 20 years	Full points														
b	Between 15 to 20 years	90% of full points														
a	More than 15 years	Full points														
b	Between 12 to 15 years	90% of full points														
16	Clause No. 6.11 (b) [pp. 22]	Terms of Payment – The payment for providing Project Management Consultancy services shall be made in maximum 4 (four) instalments on the basis of value of actual project work executed as ascertained by the Engineer of the Contract.	As per normal practice in India by different leading authorities for PMC works, payment is been made to the consultants on monthly basis as per deployment of experts on the site.  This may please be considered and confirmed.	The request for change of the Terms of Payment cannot be acceded to Clause No. 6.11 (b) shall prevail.												
17	Clause No. 6.16 [pp. 24]	Escalation / Variation On Prices – No Escalation / Variation on the prices on any account will be considered for adjustment / payment.	As per normal practice in India by different leading authorities for PMC works escalation is provided between 5-8% after each 12 months. It is requested to allow escalation as per standard practices for PMC / construction supervision consultancy.	The request of the bidder cannot be acceded to and the provision of Clause No. 6.16 (Escalation / Variation On Prices) of Special Conditions of Contract shall prevail.												
18	Clause 7.3 Sl. No. 1 [pp. 30]	Project Wise Details Scope of Consultancy and PMC Services – Electrical	KoPT may please provide information regarding the incoming Electric power supply voltage and location.	Provision of Clause No. 7.5 (HDC's Obligations) of Technical Specifications shall prevail and relevant documents will be provided after the contract is awarded.												
19	Clause 7.3 Sl. No. 1 [pp. 30]	Project Wise Details Scope of Consultancy and PMC Services – Installation dust suppression systems / air pollution control systems	KoPT may please provide the following information/documents:  1. Site plot plan showing location of equipment like wagon tippler and material transfer stations , roads,	Provision of Clause No. 7.5 (HDC's Obligations) of Technical Specifications shall prevail and relevant documents will be provided after the contract is awarded.												

SI No	Tender Clauses No.	Existing Provision	Queries raised by Bidder	HDC's Reply
			<p>stockyard etc., to be covered under Dust Suppression System.</p> <p>2. Brief description of any existing system for Dust Suppression and Sprinkler system</p> <p>3. Number of areas to be covered under high pressure water spray system for dust suppression</p> <p>4. Please elaborate the requirement for sprinkler post to be installed along road side and stockyard. Operation philosophy and spacing of such sprinkler post for the existing system, if any.</p> <p>5. Whether any specific requirement for desired ambient air quality.</p> <p>6. Brief description about the existing dust barrier arrangement (if any) and any specific requirement for the construction of modified dust barrier system.</p> <p>7. Drawing (if available) for wagon tippler and material transfer stations of mechanized Handling System</p>	
20	Clause No. 7.3 Sl. No. 4 [pp. 32]	Project Wise Details Scope of Consultancy and PMC Services – Design of sewerage treatment system / storm water management including disposal within Dock Area	KoPT may please provide the following information: 1. Brief description of existing sewage collection system (Sewer Layout-if available) 2. Brief description of existing sewage treatment and disposal system 3. Brief description existing drainage system (Storm drain Layout-if available) 4. Design year and design population for STP. 5. Existing Overall Plot Plan.	Provision of Clause No. 7.5 (HDC's Obligations) of Technical Specifications shall prevail and relevant documents will be provided after the contract is awarded.
21	Appendix – VIII [pp. 45]	Order value of the assignment (in Rs. Lakh)	The consultants understand that order value means project cost not consultancy fee as expert cannot provide the consultancy fee received by the firm.	It is confirmed that the order value, in this case, means the project cost.

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			This may please be clarified and confirmed.	
22	Section 11 (3) of G.C.C. [pp. 94]	Other Provisions – If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.	In normal practice in India, always lead firm sign the contract agreement on behalf of the other partners having written power of attorney by each partners.  This may please be considered and confirmed.	In this case, the contractor is a single entity, as such this option in the integrity pact may be ignored while bidding.
23	–	–	We are interested to bid for the following RFP " Engagement of Agency / Institute for Providing Consultancy & PMC Services for Implementation of Green Port Initiatives at Haldia Dock Complex, Kolkata Port Trust"  Are we allowed to do Joint Venture for this RFP and upto how many companies we can do so.	Joint Venture not considered in the Tender clauses.

General Manager (Engg.)  
Haldia Dock Complex, KoPT