

SYAMA PRASAD MOOKERJEE PORT, KOLKATA

KOLKATA DOCK SYSTEM

Notice Inviting e-Tender No.: KoPT/KDS/Mech/C/ADV/554 dated 29.06.2020

Supply, Installation, Operation and Maintenance of 1 no. Road Weighbridge of capacity 120 Ton at Coal Dock Area of KPD-II and 1 no. Road Weighbridge of capacity 120 Ton anywhere at Kolkata Dock System.

ADDENDUM-I

CORRECTIONS / ADDITIONS / DELETIONS / REMARKS ETC.

Note:

1. The ADDENDUM –I should be read in conjunction with the Bidding Document (including Notice Inviting Tender).
2. Consequential changes, arising out of this ADDENDUM-I, shall 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 Tender) shall remain unchanged.

ADDENDUM-I

Sub: Supply, Installation, Operation and Maintenance of 1 no. Road Weighbridge of capacity 120 Ton at Coal Dock Area of KPD-II and 1 no. Road Weighbridge of capacity 120 Ton anywhere at Kolkata Dock System vide NIT No. KoPT/KDS/MECH/DC-II/ADV/554 dated 29.06.2020.

Pre-bid Meeting held on 14.07.2020 at 14.00 hrs.

Sl. No.	Clause No.	As specified in the Tender Document	To be added/read as/remarks
1.	Clause No. 1.2.I.(ii). of TERMS AND CONDITIONS OF TENDER (ANNEXE-B).	<p>Note: Similar work means work of supply, installation, operation and maintenance of Road Weighbridge with associated facilities.</p> <p>Completed work means similar work completed per year basis.</p>	<p><u>To be added:</u></p> <p>In case any composite work order is submitted as credential, the exact executed work value corresponding to the specified nature of job/similar job, would be considered for evaluation and the same needs to be clearly mentioned and shall be supported with documentary evidences, else, the credential shall not be considered.</p> <p>Completed Work: Completed work means the executed/completed portion of work order, even if the work has not been completed in totality, subject to furnishing proof of the executed value of work in the form of Certificate from the organization where the bidder worked to the effect that the work to this extent has been completed by the bidder satisfactorily.</p>
2.	Clause No. 20 of SCOPE OF WORK (ANNEXE-C).	SMP, Kolkata will recover charges (licence fees) from the contractor as per its prevailing Rent Schedule on the land to be actually allotted to the contractor from the date of handover.	<p><u>Remarks:</u></p> <p>Present land rent at Coal Dock area of KPD-II is given below:</p> <p>Land Rent @ Rs. 70.51 per sq. m. plus Electricity Charge @ Rs. 1.863 per sq. m. plus Municipal Charge @ 20.25% of rent. GST is 18%. This Electricity Charge @ Rs. 1.863 per sq. m. has no correlation with the electricity charges mentioned at Clause No.21.(b) under SCOPE OF WORK.</p> <p>For installation of 2nd weighbridge anywhere in KDS, rent would be recovered as per its prevailing Rent Schedule.</p>
3.	Clause No. 23 of SCOPE OF WORK (ANNEXE-C).	The contractor shall have to obtain required RFID Card/Tag by making necessary payment to SMP, Kolkata for entry into the dock for its employees, workmen, security personnel, vehicles, tools and tackles, equipment and accessories etc. following the procedure of SMP, Kolkata in vogue at KDS.	<p><u>To be read as:</u></p> <p>The contractor shall have to obtain required RFID Card/Tag by making necessary payment to SMP, Kolkata. However, permits for personnel and vehicles (passenger and cargo) for entry inside dock premises, would be given by SMP, Kolkata free of cost against</p>

			application for required number of heads and vehicles for required number of days during pendency of the contract. Free permit for cargo vehicles would be given only for carrying materials required for the weighbridge concerned.
4.	Clause No. 8. (h) of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).	If the contractor or its employees collect any fee/charge directly from the user of the facilities.	<u>Remarks:</u> Clause No. 8. (h) of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D) stands deleted.
5.	Clause No. 25 of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).	Price Adjustment Clause: A general escalation will be allowed as per rise in the Wholesale Price Index (all commodities published in RBI Bulletin) annually on the accepted rates. The adjustment will be made on 1st April every year.	<u>To be read as:</u> General escalation/de-escalation: A general price variation will be applicable annually, as per the variation in the Wholesale Price Index (all commodities) published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Govt. of India, calculated on 80% of the payable amount as per the accepted Schedule of Rates after excluding of Fuel Component. For the said purpose, the WPI (all commodities) applicable on the scheduled last date of submission of price bid will be considered as base. This shall be applicable after expiry of one year from the date of commencement of operation of the 1 st weighbridge.
6.	Clause No. 2.B.(n). of TERMS AND CONDITIONS OF TENDER (ANNEXE-B).	All intending bidder will have to enter into an Integrity Pact with the Port as per format enclosed at ANNEXE-J to be submitted on Non Judicial Stamp Paper worth Rs.50/-. All blank spaces to be filled in as appropriate.	<u>Remarks:</u> Integrity Pact is not required to be submitted for this tender. Clause No. 2.B.(n) of TERMS AND CONDITIONS OF TENDER stands deleted.
7.	Clause No. 8(a) of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).	Delay in commissioning of the weighbridge from scheduled completion time.	<u>To be read as:</u> In case the delay in commissioning of the weighbridge exceeds 90 days from the last date of commissioning schedule.
8.			<u>General remarks:</u> (i). Site map/location of the weighbridge to be installed at Coal Dock area is enclosed and that of for the other one, Note (c) of Clause 2 under SCOPE OF WORK may be referred to. (ii). The Weighbridges would work for all the three shifts in a day on 24x7 basis. (iii). The estimate is for 2 weighbridges considering the contract period to be 10 years.

Queries and Clarifications

Supply, Installation, Operation and Maintenance of 1 no. Road Weighbridge of capacity 120 Ton at Coal Dock Area of KPD-II and 1 no. Road Weighbridge of capacity 120 Ton anywhere at Kolkata Dock System vide NIT No. KoPT/KDS/MECH/DC-II/ADV/554 dated 29.06.2020

Pre-bid Meeting held on 14.07.2020 at 14.00 hrs.

Sl. No.	Relevant tender clause as per bidding documents	Queries/Observations/Suggestions/Requests for clarification	Clarifications / Comments of SMP, Kolkata.
1.	<p>Clause No. 1.2. I. (ii). of TERMA AND CONDITIONS OF TENDER (ANNEXE-B).</p> <p>Must have experience of executing similar work in Govt./ Semi-Govt. /PSUs / private organizations during the period of last seven years ending on 31.05.2020 to the extent of any of the following:</p> <p>(a).Three completed works each costing not less than Rs.12,32,467/- i.e., 40% of the estimated cost of one year.</p> <p>(b). Two completed works each costing not less than Rs.15,40,584/- i.e., 50% of the estimated cost of one year.</p> <p>(c). One completed work costing not less than Rs.24,64,934/- i.e., 80% of the estimated cost of one year.</p>	<p>The Bank Guarantee and EMD are on the basis of the contract value i.e., Rs. 3,08,11,670 which is as per the CVC guide lines. Whereas the cost of work completed is based on the time tenure of previous contract. I suggest to make changes in the Financial Qualification criteria, the completed work should be based on estimate cost of the contract. Eg:</p> <p>(a). Three completed work each costing not less than Rs 1,23,24,668 ie 40% of the estimate cost of work.</p> <p>(b). Two completed work each costing not less than Rs. 1,54,05,835/- ie 50% of the estimate cost of work.</p> <p>(c).One complete work costing not less than Rs.2,46,49,336/- ie 80% of the estimate cost of the work.</p> <p>The Financial criteria on the basis of time span do not justified quality and quantity of work done and nos. of vehicle within seven years of span by the contractor.</p>	Tender condition prevails.
2.	<p>Clause No. 1.2.I.(ii). of TERMS AND CONDITIONS OF TENDER (ANNEXE-B).</p> <p>Note: Similar work means work of supply,</p>	Completed/Ongoing work should also be added if meets the qualifying criteria.	Tender condition prevails. It is clarified that in case any composite work order is submitted as credential, the exact executed work value corresponding to

	<p>installation, operation and maintenance of Road Weighbridge with associated facilities.</p> <p>Completed work means similar work completed per year basis.</p>		<p>the specified nature of job/similar job, would be considered for evaluation and the same needs to be clearly mentioned and shall be supported with documentary evidences, else, the credential shall not be considered.</p> <p>Completed Work: Completed work means the executed/completed portion of work order, even if the work has not been completed in totality, subject to furnishing proof of the executed value of work in the form of Certificate from the organization where the bidder worked to the effect that the work to this extent has been completed by the bidder satisfactorily.</p>
3.	<p>Clause No. 20 of SCOPE OF WORK (ANNEXE-C).</p> <p>SMP, Kolkata will recover charges (licence fees) from the contractor as per its prevailing Rent Schedule on the land to be actually allotted to the contractor from the date of handover.</p>	The charges per sq.m. may be informed to the bidder.	<p>Present land rent at Coal Dock area of KPD-II is given below:</p> <p>Land Rent @ Rs. 70.51 per sq. m. plus Electricity Charge @ Rs. 1.863 per sq. m. plus Municipal Charge @ 20.25% of rent. GST is 18%. This Electricity Charge @ Rs. 1.863 per sq. m. has no correlation with the electricity charges mentioned at Clause No.21.(b) under SCOPE OF WORK.</p> <p>For installation of 2nd weighbridge anywhere in KDS, rent would be recovered as per its prevailing Rent Schedule.</p>
4.	<p>Clause No. 23 of SCOPE OF WORK (ANNEXE-C).</p> <p>The contractor shall have to obtain required RFID Card/Tag by making necessary payment to SMP, Kolkata for entry into the dock for its employees, workmen, security personnel, vehicles, tools and</p>	It should be provided free of cost by SMP, Kolkata to the employees of contractor.	The contractor shall have to obtain required RFID Card/Tag by making necessary payment to SMP, Kolkata. However, permits for personnel and vehicles (passenger and cargo) for entry inside dock premises, would be given by

	tackles, equipment and accessories etc. following the procedure of SMP, Kolkata in vogue at KDS.		SMP, Kolkata free of cost against application for required number of heads and vehicles for required number of days during pendency of the contract. Free permit for cargo vehicles would be given only for carrying materials required for the weighbridge concerned.
5.	<p>Clause No. 24 of SCOPE OF WORK (ANNEXE-C).</p> <p>SMP, Kolkata will not guarantee any minimum number of vehicles and/or tonnage for measurement at the weighbridge(s) to be supplied, installed and operated by the contractor. The tenderer may however, approach Traffic Manager for collecting details regarding cargo carrying vehicles visiting KDS to the extent available.</p>	The No. of vehicles / quantity weighed during the last 3 years at the SMP, Kolkata may be informed to the bidders for assumptions of the quantity to derive the rate. SMP Kolkata should not award similar contract to any agency before completion of the contract period of the successful bidders. If the contract is to be awarded to other agency in between then SMP, Kolkata has to give minimum guaranteed quantity at the weighbridges installed by the bidder.	Tender condition prevails.
6.	<p>Clause No. 3 of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).</p> <p>Commissioning Schedule: The contractor shall Supply, Install and Commission the weighbridge along with all the associated facilities to the satisfaction of SMP, Kolkata within a period of 120 days from the date of issuance of order and obtain commissioning certificate from SMP, Kolkata thereof.</p>	Commissioning Schedule: The contractor shall Supply, Install and Commission the weighbridge along with all the associated facilities to the satisfaction of SMP, Kolkata within a period of 120 days from the date of receipt of all the statutory approvals and obtain commissioning certificate from SMP, Kolkata thereof.	Tender condition prevails.
7.	<p>Clause No. 8. (h) of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).</p> <p>Event of Default: If the contractor or its employees collect any fee/charge directly from the user of the facilities.</p>	This is in contradiction to the Clause No: Annexure-C, clause no.25, page-15.	Clause No. 8. (h) of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D) stands deleted.

8.	<p>Clause No. 25 of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).</p> <p>Price Adjustment Clause: A general escalation will be allowed as per rise in the Wholesale Price Index (all commodities published in RBI Bulletin) annually on the accepted rates. The adjustment will be made on 1st April every year.</p>	The base year/month should be mentioned for considering the price escalation.	<p>General escalation/de-escalation: A general price variation will be applicable annually, as per the variation in the Wholesale Price Index (all commodities) published by the Office of the Economic Advisor, Ministry of Commerce & Industry, Govt. of India, calculated on 80% of the payable amount as per the accepted Schedule of Rates after excluding of Fuel Component. For the said purpose, the WPI (all commodities) applicable on the scheduled last date of submission of price bid will be considered as base. This shall be applicable after expiry of one year from the date of commencement of operation of the 1st weighbridge.</p>
9.		A minimum guarantee is not stated so quoting according to approx is a challenge, what can be done for that?	Tender condition prevails. (Already clarified at Point 5 above).
10.		What is the weighment quantity per annum?	Tender condition prevails. (Already clarified at Point 5 above).
11.		Are there any rules for minimum wages and minimum people to be employed?	Clause Nos. 11 and 6 of SCOPE OF WORK may be referred to.
12.		Security of the weighbridge will be done by us and how many shifts will the wb run for?	The Weighbridges would work for all the three shifts in a day on 24x7 basis.
13.		The project will be viable only if 6.6 lakh weighment in a year is happening and 5.2 Rs can be quoted and will be increased by 10% every year.	No comment of SMP, Kolkata is required.
14.		Is their any lobby we need to pay as overheads and any overhead running cost incidental charges?	No comment of SMP, Kolkata is required.
15.		Whether consortium with manufacturer be allowed?	Clause Nos. 1.1 and 6 of TERMS AND CONDITIONS OF TENDER may be referred to.
16.		We want to know the Quantum of the weighing in ton. How much weighing will be done per day or if you can not give us per day basis then	Tender condition prevails. (Already clarified at Point 5 above).

		please provide us the quantum of weighment ton wise in the whole year.	
17.		What will be the payment system for the tender. Suppose if we submit the monthly bills for weighment as per ton age then after how many days payment will be processed after the submission of the bills.	Clause No. 24 of SPECIAL CONDITIONS OF CONTRACT may be referred to.
18.		This 3 crore estimation which you have done is it for 1 weighbridge or for 2 weighbridge and for how many years 1 year or for 10 years consolidated figure.	The estimate is for 2 weighbridges considering the contract period to be 10 years.
19.		What will be the system of our people entering your premises with machineries, labour, and everything required to do the work, what will be on the process because at the time of foundation our labour will have to enter your premises.	Clause No. 23 of SCOPE OF WORK may be referred to.
20.		The area where the weighbridge will be installed has been marked that the entire areas weighment will be done on that weighbridge or do you have another weighbridge in that area so that the weighment is divided.	One Road Weighbridge i.e., the 1 st one, would be installed at a place duly marked, in Coal Dock area. For installation of the 2 nd Weighbridge, Clause No.2(c) of SCOPE OF WORK may be referred to.
21.		Whether your weighbridge will be operational for 24 Hours or there will be work done on shift basis.	Tender condition prevails. (Already clarified at Point 12 above).
22.		Whether value of estimated cost of Rs.3,08,11,670/- is for 10 years or per year.	Tender condition prevails. (Already clarified at Point 18 above).
23.		The value of estimated cost of Rs.3,08,11,670/- is for 1 no. weighbridge or 2 nos. weighbridge.	Tender condition prevails. (Already clarified at Point 18 above).
24.		Annual turnover required of participating bidder is stated as Rs.9,24,350.00 which is not 30% of estimated cost.	Tender condition prevails. Clause Nos. 1.1 (II). of TERMS AND CONDITIONS OF TENDER may be referred to.
25.	Clause No. 2.B.(k). of TERMS AND CONDITIONS OF TENDER (ANNEXE-B). Details of registration under EPF Act: All	As per NIT, one of the criteria is bidder should submit EPF registration documents. But as per the guidelines of dept. EPF is mandatory for establishments employing 20 (twenty) or more	Tender condition prevails.

	intending tenderers shall have to furnish the details of EPF Registration, failing which their tender/offer would be liable to be cancelled. Documentary evidences in support of non-applicability of registration under EPF Act shall have to be furnished.	persons. As our employee strength is less than this number, so EPF is not mandatory for us and we are not registered with EPF. Considering above, please suggest if we will be eligible to submit the bid.	
26.	<p>Clause No. 1.3 of TERMS AND CONDITIONS OF TENDER (ANNEXE-B).</p> <p>Technical and Financial Capacities must be supported with documents i.e., Work Order(s), Work Completion Certificate(s) from Client(s), Audited Balance Sheets including Audit Reports and Profit and Loss Accounts for the last 3 years viz. 2017-18, 2018-19 and 2019-20. In the event of non-submission of Audited Balance Sheet for the financial year ending 31.03.2020, the turnover for that financial year has to be submitted in lieu, duly certified by Chartered Accountant mentioning UDIN.</p>	Copies of Audited Balance Sheet and Profit and Loss account for the last three years ending March, 2020 and copies of Income Tax Returns of last 3 years ending March, 2020 is not finalized and submitted as per Govt. order last date is extended so we will be able to submit above documents till last year, i.e. till March, 2019. Pls suggest if that will be accepted or not.	Tender condition prevails.
27.		In the COVID 19 situation we are requesting to increase completion period up to 120 days from the date of handing over site without imposing the penalty for delay completion.	Tender condition prevails. (Already clarified at Point 6 above).
28.	<p>Clause No. 4 of SPECIAL CONDITIONS OF CONTRACT (ANNEXE-D).</p> <p>Compensation (Liquidated Damages): In the event the successful bidder fails to supply, install and commission the weighbridge within the commissioning schedule mentioned under Clause 3 above, Liquidated Damages of Rs.5,000/- plus GST as applicable, for delay of each day or part thereof beyond the commissioning schedule shall be payable by the successful bidder, for each weighbridge.</p>	As per page 17 Clause 4, LD will be charged for any delay in completion time, where as it seems the clause on Page 18 Clause 8A, is contradicting the same. Pls. clarify.	<p>The tender condition prevails. The Clause No. 8.(a) of SPECIAL CONDITIONS OF CONTRACT shall be read as follows:</p> <p>“In case the delay in commissioning of the weighbridge exceeds 90 days from the last date of commissioning schedule.”</p>
29.	Clause No. 2.B.(n). of TERMS AND CONDITIONS OF TENDER (ANNEXE-B).	As per NIT, Integrity Pact to be submitted as per format of ANNE-J on Non-judicial Stamp Paper of worth Rs.50/- but Annexe-J is bid responsive	Integrity Pact is not required to be submitted for this tender. Clause No. 2.B.(n) of TERMS AND

	All intending bidder will have to enter into an Integrity Pact with the Port as per format enclosed at ANNEXE-J to be submitted on Non Judicial Stamp Paper worth Rs.50/-. All blank spaces to be filled in as appropriate.	checklist. Please suggest.	CONDITIONS OF TENDER stands deleted.
30.	<p>Clause No. 25 of SCOPE OF WORK (ANNEXE-C).</p> <p>All the charges for use of the weighbridges to be supplied, installed, operated and maintained by the contractor shall be recovered by the contractor on behalf of SMP, Kolkata from the users of the weighbridge facilities. The contractor will integrate the Port provided POS machines with their software and ensure collection, billing and issue of invoice and weighment slips on behalf of Port. The rates to be realized from the users by the Contractor shall be intimated by Port as per extant SoR. The contractor shall take all necessary action including development / modification of software at its own cost and responsibility for recovery of port charges as per extant SoR. Loss of port charges due to any failure on the part of the contractor shall be recovered from the contractor. The software for the purpose installed by the contractor should be tamper proof. The contractor shall be paid by SMP, Kolkata according to the provisions of Terms of Payment as detailed in Clause-24 under SPECIAL CONDITIONS OF CONTRACT of Tender Document.</p>	As per NIT, collection of weighment Charges using POS is responsibility of the contractor, but we are requesting if Port can take the responsibility of collection, else we need to deploy additional manpower for this and which will be charged additionally to port. In the entire process of collection of weighment charges through POS, SMP, Bank and contractor all parties are involved, but as per NIT any loss will be recovered from contractor, for any failure on the part of the contractor. Pls. specify the specific reasonability of contractor.	Tender condition prevails.
31.		Request site map or location with tender documents, for both weighbridges.	Site map/location of the weighbridge to be installed at Coal Dock area is uploaded and that of for the other one, Note (c) of Clause 2 under SCOPE OF WORK may be referred to.
32.		The expected cargo to be weighed in the respective weighbridges individually.	Tender condition prevails. (Already clarified at Point 5 above).

33.		Requesting Port to make weighment as mandatory for all vehicles carrying cargo inside the port.	Tender condition prevails. (Already clarified at Point 5 above).
34.		Pls. specify the Rate of Land rent. Though as per NIT, rent will be charged from the date of site handover, but we are requesting it to start from the date of completion and handover the weighing system.	The tender condition prevails. (Already clarified at Point 3 above).

