

**Addendum to Tender for granting license for setting up, operation and maintenance of eateries at Haldia Dock Complex**  
**vide no. SMP/HDC/P&IR Div/Canteen licensee/2021/121,**  
**E-tender ID No. 2021\_KoPT\_613466\_1**

<b>Queries</b>	<b>Clarifications given by HDC</b>
Who will install and maintain the water meter?	The water meter for each of the canteen and eating house premises shall have to be installed and maintained by the successful tenderer upto the satisfaction of HDC authorities. The successful tenderer shall also have to arrange for necessary calibration of the water meter from time to time.
Who will install and maintain the Energy meter?	Energy meter is presently installed in all the canteen premises. However, if any energy meter is malfunctioning, necessary efforts would be made by HDC to repair / replace the same, failing which the successful tenderer shall have to arrange for installation and maintenance of the energy meters upto the satisfaction of HDC authorities.
Who will liable for the workmen deployed by the successful tenderer after completion of the licensee period, especially in resolution to their future prayer for regularization, etc., if any?	The workmen deployed by the successful tenderer for execution of the work is the liability of his own and if any such claim arises the same has to be dealt by him. The licensee will indemnify HDC, SMP from the possible future demand of the employees / workers deployed by him for engagement in HDC, SMP. It will be the responsibility of the licensee to find the solution for such demand, if it arises.
Whether the audited profit & loss account / balance sheet, duly signed by the Chartered Accountant, for the average annual financial turnover to meet the financial capacity is to be submitted for canteen operation / food vending business only?	The turnover (Sales) from operation as reflected in the audited profit & loss account / balance sheet of the tenderer, duly signed by the Chartered Accountant, is considered for the purpose of determining the financial capacity.
Who will pay for the dock permit for the workmen and transport deployed by the successful tenderer	The concerned successful tenderer shall have to arrange and make payment for the cost of acquiring dock permit for his workmen and transport for entry in the dock premises.

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### **List of Amendments**

1. The words 'CANTEEN SERVICES' in the title of the tender at page 1 of the tender document are to be ignored.
2. The first paragraph of the NIT at page 3 of the tender document may be read as 'Haldia Dock Complex (HDC), Syama Prasad Mookerjee Port (SMP), Kolkata invites Tender under single stage two-part system (Part I: Techno-Commercial Bid and Part II: Price Bid) from reputed & eligible parties for operation, management and maintenance of eateries by licensing mode at Haldia Dock Complex, Syama Prasad Mookerjee Port, at its own cost, manpower, risk and arrangement'.
3. The clause 1.2 of the tender document at page 7 is to be read as 'HDC, SMP intends to grant license for operation, management and maintenance of eateries to an eligible and competent organization / vendor / contractor / caterer who will sell food to customers, including to the port employees and other dock workers / outsiders, as per provisions of the license agreement to be entered into by HDC, SMP with the licensee to be selected through the instant tendering process.'
4. The clause 2.1.1 of the tender document at page 7 is to be read as 'Operation management and maintenance of eateries located at the various sites of HDC i.e. (i) Chiranjibpur, (ii) Ore & Coal Berth, (iii) G. C. Berth, (iv) Lock & Marine, (v) Haldia Township and (vi) Jawahar Tower areas and Eating House / Refreshment Room located at BH Yard, and any other additional facility to be opened by HDC, SMP during the period of license, as per requirement, on regular basis for a period of three (03) years for cooking, selling and serving good quality cooked / packaged food of different types to the customers, including personnel authorized by HDC, SMP and other dock workers / outsiders at his own cost, expenses, manpower and other arrangements at pre-determined prices to be fixed through the instant call of tender. HDC, SMP may also decide to discontinue any of the existing 7 facilities during the period of license, with prior intimation to the licensee, which the licensee has to agree and accept.'
5. The clause 2.1.2 of the tender document at page 7 is to be read as 'The food items to be served to the personnel authorized by HDC, SMP shall comprise tiffin, meal (both veg & non-veg), tea, snacks as per standard menu given at Annexure-I. The authorized users of HDC may choose any or all the items of the standard menu for the day, which the licensee shall serve at the eateries as per the pre-determined rate'.
6. The clause 2.1.3 of the tender document at page 7 is to be read as 'Procurement of raw materials for cooking, cleaning and upkeepment of existing 7 premises, utensils, LPG pipeline & Oven, furniture and all other ancillary items required for operation, management and maintenance of the eateries as well as disposal of garbage in a segregated manner i.e. separately for biodegradable and non-bio-degradable materials'.
7. The clause 2.1.7 of the tender document at page 8 is to be read as 'The service provider / licensee shall be given the license to run all the 7 existing facilities. It will have the option of cooking the food items of the standard menu at any or all the existing premises as may be decided by him. But atleast one of the existing premises inside the dock area shall have to be used as one of the base kitchens. In case the successful tenderer decides to cook food

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in one or more existing premises, it may serve other existing premises by transporting foods suitably while ensuring proper packaging in hygienic air tight containers and transportation in covered vehicles’.

8. The clause 2.1.11 of the tender document at page 8 is to be read as ‘The licensee / service provider shall create facility for cashless transaction, in addition to provisions for cash transactions, towards payment for purchase of the food items bought by the users’.
9. The clause 2.1.13 of the tender document at page 8 is to be read as ‘The licensee shall make arrangements for hand washing of the users before and after taking food from the eateries at his own cost and arrangement’.
10. The clause 2.1.14 of the tender document at page 8 & 9 is to be read as ‘Licensee shall be responsible for availability / provision of adequate number of garbage bins at appropriate places inside the eateries. Licensee shall also ensure to place bags in garbage bins for easy disposal and proper handling. These should be cleaned outside the production area. Licensee shall avoid use of metallic dustbins, which become rusted over a period of time. Segregation of waste should be done by the Licensee as bio-degradable / non bio-degradable. Licensee shall be responsible for disposing the garbage suitably at the designated locations / garbage vat nearest to the existing facilities (license premises). All garbage bins placed inside the license premises must be labeled and cleaned regularly’.
11. The clause 2.1.14 of the tender document at page 9 is to be read as ‘The gadgets, appliances and equipment provided in the kitchen and other areas of the eateries, wherever required, should be conforming to the latest safety standard and no claim shall be sustained due to any damage for electric supply provided by HDC.’
12. The clause 2.1.19 of the tender document at page 9 is to be read as ‘The licensee shall comply with the requirements of all the Acts, Laws, Statutes, Bylaws, Rules and Regulations for the purpose of fulfilling all the obligations of the license.’
13. The clause 2.1.20 of the tender document at page 9 is to be read as ‘The licensee shall be responsible for security of the eateries, including all items kept therein.’
14. The clause 2.1.21 of the tender document at page 9 is to be read as ‘The licensee will buy RFID permit from HDC, SMP as per Scale of Rates for the manpower and vehicles / equipments to be deployed inside the dock for running the eateries.’
15. The clause 2.1.30 of the tender document at page 10 is to be read as ‘ The licensee shall allow HDC, SMP or any statutory authority to inspect the eateries operated by the licensee under the provisions of the license at all / any point of time and take such action as may be directed by HDC, SMP or the said statutory authority with regard to any or all the equipment and operation.’
16. The clause 2.1.33 of the tender document at page 10 & 11 is to be read as ‘ Electricity: The licensee would be provided with electricity on chargeable basis. The licensee will pay to the port on the basis of monthly meter reading of each of the 7 premises and any other additional facility to be created in future, if any, as per the rates at which HDC, SMP is procuring electricity from WBSEDCL or other authorities, as applicable, plus 19.25% as overheads on the billed amount, as per existing practice. Necessary claim in this regard shall be made by HDC/ SMP to the licensee.’

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17. The clause 2.1.34 of the tender document at page 11 is to be read as 'Water: The licensee would be provided with water on chargeable basis. The licensee will pay to the port on the basis of monthly meter reading of each of the 7 premises and any other additional facility to be created in future, if any, and as per the rates at which HDC, SMP is procuring water from Haldia Development Authority or other authorities, as applicable, plus 19.25% as overheads on the billed amount, as per existing practice. Necessary claim in this regard shall be made by HDC/SMP to the licensee.'
18. The clause 2.1.37 of the tender document at page 11 is to be read as 'The licensee shall mandatorily use cooking oil, spices, etc. of renowned brands (detailed at Annexure-II). The licensee may also use good quality branded products for all the grocery and perishable items to be used for cooking of the food to be sold from the eateries. If the licensee uses any non-branded items at the eateries, other than the above, the same should be of good quality, viz per-boiled rice of type Dudheswar / Super Sankar, Sona Moog for Moog Dal, etc. He shall ensure that filtered water is used for cooking food and shall provide RO/ UV / packaged drinking water to the users for the purpose of drinking.'
19. The clause 2.1.38 of the tender document at page 11 is to be read as 'Use of Tobacco & Alcohol: Storage / sale / consumption of any tobacco products / alcoholic drink / liquor is strictly prohibited in the eateries premises. The eateries shall not serve any of such substance / drink in the eateries.'
20. The word 'canteens' at clause 2.1.39 of the tender document at page 11 is to be read as 'eateries'.
21. The clause 2.2.(a) of the tender document at page 11 and 12 is to be read as 'HDC, SMP shall provide to the licensee all the existing 7 premises at Chiranjibpur, Ore & Coal Berth, G. C. Berth, Lock & Marine, Haldia Township and Jawahar Tower areas and other refreshment room at specified locations of HDC, SMP for use under the license on payment of token rent. The licensee shall operate the eateries strictly within the said premises. Encroachment beyond the said premises shall be strictly prohibited. The decision of the appropriate authority of HDC in the event of encroachment is final and shall be binding on the licensee.'
22. The clause 3.1.(c) at page 12 of the tender document is to be read as 'The bidder should possess and submit valid license as per Food Safety and Standards Act, 2006 (FSSAI).'
23. The word 'canteens' at clause 6.3.1 of the tender document at page 19 is to be read as 'eateries'.
24. The words 'canteens' and 'canteen' at clause 8.7 and 8.8 of the tender document at pages 23 and 24 are to be read as 'eateries'.
25. The word 'Canteen' and 'Canteens' at clause 8.9.1, 8.9.2 and 8.10 of the tender document at pages 25 and 26 are to be read as 'eateries'.

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26. The clause 8.12 of the tender document at page 26 is to be read as ‘ A Monitoring Committee (CMC) will be nominated by HDC, SMP to inspect the functioning of the eateries and the refreshment rooms with a view to ensure cleanliness, hygiene, use of standard materials for cooking, quality of drinking water and service to the satisfaction of the CMC, disruption in providing the food services from the eateries by the licensee in any form, as per the terms & conditions of the license. In case the CMC finds lacunae / non-compliance on the part of the licensee, the CMC, through the Engineer of the License (EoC) may impose a fine of upto ₹ 5,000/- (plus applicable GST) on each occasion. Suitable claims in this regard shall be raised by HDC, SMP and the licensee shall have to make the payment within 7 days from the date of receiving such bills, failing which the license may be terminated, along with forfeiture of the security deposit / bank guarantee.’
27. The last sub-clause under the clause 8.13 of the tender document at page 27 is to be read as  
‘(h) If the licensee fails to operate any of the eateries and /or the Refreshment Rooms / Eating Houses for reasons attributable to it for a continuous period of 7 days during the operation of the license.’
28. The word ‘canteen’ at clause 8.14 (a) of the tender document at page 27 is to be read as ‘eateries’.
29. The word ‘canteen’ at clause 8.20 (a) of the tender document at page 30 is to be read as ‘eateries’.
30. The word ‘canteens’ at Annexure-VI of the tender document at page 37 is to be read as ‘eateries’.
31. The words ‘canteen services’ at Annexure-XI of the tender document at page 46 are to be ignored and deleted and the words ‘Kolkata Port Trust’ is to be read as ‘Syama Prasad Mookerjee Port, Kolkata’ and the word ‘Canteens’ is to be read as ‘existing Canteens’.
32. The date of closing of online e-tender for submission of Techno-Commercial bid & price bid at the SCHEDULE OF TENDER at page 3 of the tender document is to be read as ‘16.03.2021, \* time 1500 hrs.’. The date & time of opening of Part-I (i.e. Techno-Commercial bid) at the SCHEDULE OF TENDER at page 3 of the tender document is to be read as ‘17.03.2021 \* time 1500 hrs.’

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