



Syama Prasad Mookerjee Port, Kolkata Haldia Dock Complex

[Tender No.: SDM (P&E)/T/ 22 /2024-2025]
E-Tender No. 2025_KoPT_846421_1

Appointment of Independent Engineer (IE) for the project “Mechanization of berth no. 5 (Erstwhile berth no 4B) on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis for a concession period of 30 years”

Addendum-II

CORRECTIONS/ADDITIONS/DELETIONS, ETC.

[Total Number of Pages: 9]

NOTE:

1. This “Addendum-II” is should be read in conjunction with Bidding Document (including Notice Inviting e-Tender).
2. Consequential changes, arising out of this Addendum-II, 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.

ADDENDUM – II
[Tender No.: SDM (P&E)/T/ 22 /2024-2025]
E-Tender No. 2025_KoPT_846421_1

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks
1.	SOT	06	Closing date & time of submission of e-Tender :: 10.03.2025 up to 15:00 Hrs. (IST).	Closing date & time of submission of e-Tender: 17.03.2025 up to 15:00 Hrs. (IST).
2.	SOT	06	Date & time of opening of Part-I (Techno-commercial Bid) :: 11.03.2025; 15:30 Hrs. (IST) onwards. [In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day].	Date & time of opening of Part-I (Pre-qualification & Techno-commercial Bid) :: 18.03.2025; 15:30 Hrs. (IST) onwards. [In case of unscheduled Holiday / Bandh on the date of opening of E-Tender, the same will be opened on the next working day].
3.	Schedule of Tender (SOT); Clause i (iii)	Page: 6	<p>The intending bidders should submit Bid Security of Rs. 1,00,000/- (Rupees One Lakhs only).</p> <p>Mode of Payment: DD/Banker Cheque to be issued in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia.</p> <p style="text-align: center;">Or</p> <p>The Earnest Money should be paid through RTGS / NEFT directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata Haldia Dock Complex</p> <p>Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch,</p> <p>Current Account No.: 1604050000310</p> <p>IFS Code: PUNB0160420</p> <p>Concerned bidder should ensure that the remitting Bank positively enters their name and Tender no. in the ‘Sender to Receiver’ column at the time of making payment of Bid document fee by RTGS / NEFT. Details of EMD remitted</p>	<p>The intending bidders should submit Bid Security of Rs. 1,00,000/- (Rupees One Lakhs only).</p> <p>Mode of Payment: DD/Banker Cheque to be issued in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia.</p> <p style="text-align: center;">Or</p> <p>The Earnest Money should be paid through RTGS / NEFT directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata Haldia Dock Complex</p> <p>Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch,</p> <p>Current Account No.: 1604050000310</p> <p>IFS Code: PUNB0160420</p> <p>Concerned bidder should ensure that the remitting Bank positively enters their name and Tender no. in the ‘Sender to Receiver’ column at the time of making payment of Bid document fee by RTGS / NEFT. Details of EMD remitted</p>

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks
			should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder. i) Name of remitting vendor / contractor: ii) Tender No: iii) Amount remitted: iv) Date of remittance	should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder. i) Name of remitting vendor / contractor: ii) Tender No: iii) Amount remitted: iv) Date of remittance. For exemption of Earnest Money:- Micro & Small Enterprises would be exempted from payment of Earnest Money. However they would be required to upload the scanned copy of the Udyam Registration Certificate with the Udyam Registration Number as proof of their being registered Udyam Registration Portal in electronic format. In case of Consortium claiming benefits available to Micro & Small Enterprises, all the Members of Consortium should have Udyam Registration Certificate and scanned copy of the certificate of all the members to be uploaded.
4.	SOT Cl.i(ii)	Page :6	The intending bidders should submit Bid Document Fee of Rs.1,180/- (Rupees One Thousand One Hundred Eighty only) including 18% GST [Non-Refundable] Mode of Payment: DD/Banker Cheque to be issued in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia.	The intending bidders should submit Bid Document Fee of Rs.1,180/- (Rupees One Thousand One Hundred Eighty only) including 18% GST [Non-Refundable] Mode of Payment: DD/Banker Cheque in favour of Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex on any Scheduled/Nationalized Bank payable at Haldia and also through RTGS / NEFT directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata Haldia Dock Complex. Name of Bank & Branch: Punjab National Bank, Haldia Dock Complex Branch, Current Account No.: 1604050000310 IFS Code: PUNB0160420.

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks
				<p>For exemption of Bid Document Fee:- Micro & Small Enterprises would be exempted from payment of Bid document fee. However, they would be required to upload the scanned copy of the Udyam Registration Certificate with the Udyam Registration Number as proof of their being registered Udyam Registration Portal in electronic format.</p> <p>In case of Consortium claiming benefits available to Micro & Small Enterprises, all the Members of Consortium should have Udyam Registration Certificate and scanned copy of the certificate of all the members is to be uploaded.</p>
5.	2.2.2(A)	Page-21	<p>(A)Technical Capacity: The Applicant shall have, over the past 7 (seven) years ending 31-03-2024 (2017-18, 2018-19, 2019-20, 2020-21 ,2021-22,2022-23 and 2023-2024) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) 3 (Three) Eligible Assignments as specified in Clause 3.1.4.</p> <p>However, the certificate from statutory auditor shall be provided certifying the above</p>	<p>(A)Technical Capacity: The Applicant shall have, over the past 7 (seven) years ending 31-03-2024 (2017-18, 2018-19, 2019-20, 2020-21 ,2021-22,2022-23 and 2023-2024) completed/ Substantially Completed (work where at least 90% of Consultancy fee should have been received) Eligible Assignment as specified in Clause 3.1.4.</p> <p>However, the certificate from statutory auditor shall be provided certifying the above</p>
6.	Cl.2.29 Commencement of assignment	Page no.36	<p>The Consultant shall commence the services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the Applicant who secured second highest combined score for negotiations. In such an event, the Bid Security of the selected Applicant who secured highest combined score shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.</p>	<p>The Consultant shall commence the services at the Project site within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the Applicant who secured second highest combined score for negotiations. In such an event, the Bid Security of the selected Applicant who secured highest combined score shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.</p>

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks
7.	Cl.3.1.4 Eligible Assignment	Page no.39	<p>Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report including project monitoring and supervision for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):</p> <p>Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 138 crore (Rupees One Hundred and Thirty Eight Crore only) in case of each project in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India. For the purpose of this RFP, Port Infrastructure would be deemed to include marine structures, on-shore and offshore terminals, berths, jetties, quays, cargo handling system, bulk / liquid material handling system, port based terminal facilities, CFS / ICDs, storage tanks / tank farms, conveyors, pipelines, railways. For avoidance of doubt, the above port infrastructure shall also include the projects executed in sectors other than ports.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 35 Lakhs (Rupees Thirty Five Lakhs only) for such completed assignment.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a</p>	<p>Eligible Assignments</p> <p>For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of feasibility report and/or detailed project report/ project Management Consultancy including Project monitoring and supervision for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”)</p> <p>Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 138 crore (Rupees One Hundred and Thirty Eight Crore only) for three completed project, in case of each project in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India.</p> <p>Or</p> <p>Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 172 crore (Rupees One Hundred and Seventy Two Crore only) for two completed project, in case of each project in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India.</p> <p>Or</p> <p>Development of Port Infrastructure having an estimated capital cost (excluding land) of at least Rs. 275 crore (Rupees Two Hundred and Seventy Five Crore only) for one completed work, in case of each project in India or equivalent amount (as per Clause no. 1.7.1) in US\$ for the each of the projects undertaken outside India.</p> <p>For the purpose of this RFP, Port Infrastructure would be</p>

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks
			private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least Rs. 70 Lakhs (Rupees Seventy Lakhs only) and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date.	<p>deemed to include marine structures/on-shore and offshore terminals/ berths/jetties/quays/cargo handling system/ bulk / liquid material handling system,/port based terminal facilities, CFS / ICDs, storage tanks / tank farms/ conveyors/pipelines, railways.</p> <p>Provided that the Applicant firm claiming credit for an Eligible Assignment shall have, prior to Proposal Due Date, received professional fees of at least Rs. 35 Lakhs (Rupees Thirty Five Lakhs only) for such completed assignment.</p> <p>Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to Proposal Due Date and the Applicant shall have received professional fees of at least Rs. 70 Lakhs (Rupees Seventy Lakhs only) and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to Proposal Due Date.</p>
6	Cl. 7.6.3	Page no. 51	The Consultant (IE) shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.	The Consultant (IE) shall mobilize and demobilize its Professional Personnel and Support Personnel within 15 days with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month..

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks
7	Cl.3.4.2 Liability of the Consultant	Page no-84	i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	i) Deleted; and ii) for any direct loss or damage that exceeds (a) The Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
8	Appendix-I Form-2 Particulars of Applicant	Page no.111	Title of Project: “MECHANIZATION OF BERTH NO. 5 (ERSTWHILE BERTH NO 4B) ON DESIGN, BUILD, FINANCE, OPERATE, TRANSFER (“DBFOT”) BASIS FOR A CONCESSION PERIOD OF 30 YEARS” AT HDC,SYAMA PRASAD MOOKERJEE PORT”	Title of Project: “Appointment of Independent Engineer (IE) for the project “Mechanization of berth no. 5 (Erstwhile berth no 4B) on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis for a concession period of 30 years”
9	Cl.2.13.2	Page no.28	Apart from the e – tender, additionally one copy of the completed tender shall be submitted in a separate sealed envelope superscripting as “Technical bid” for Appointment of independent engineer (IE) for the project “Mechanization of berth No. 5 (Erstwhile berth no. 4b) on Design, Build, Finance, Operate, Transfer (“DBFOT”) basis for a concession period of 30 years”. The bidders required to send the hard copies of all required documents within 05 days of the date of opening of the RFP.	Deleted
10	Appendix-I, Technical Proposal Form-1 (Bid Submission Letter)	Page no.109	16.I/We agree to keep this offer valid for 90 (Ninety) days from the Proposal Due Date specified in the RFP.	16.I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP
11	Appendix-I,Form-9	Page no. 125	Man-Days (MD) at Project Site	Total Man-Days (MD) at Project Site

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document				To be Deleted & read as / Remarks			
12	Annex-6	Page no.-101		5	After issue of completion certificate for the Project by IE to the Concessionaire.	10% of amount quoted in item-1of BOQ.		5	After issue of completion certificate for the Project by IE to the Concessionaire.	15% of amount quoted in item-1of BOQ.
				6	Vetting of As-built drawings by the Independent Engineer,Completion of work and issue of completion certificate By the Syama Prasad Mookerjee Port to the IE for the project.	10% of amount quoted in item-1of BOQ.		6	Vetting of As-built drawings by the Independent Engineer,Completion of work and issue of completion certificate By the Syama Prasad Mookerjee Port to the IE for the project.	5% of amount quoted in item-1of BOQ.
13	Annex-6	Page-102	7. If in case the attendance per month is not as per the Schedule given in the above tabular representation, Penalty in the form of Rs 1000/- per day per key Person shall be levied and payment shall be Made accordingly.				7.If in case the attendance per month is not as per the Schedule given in the above tabular representation, Penalty in the form of Rs 3000/- per day per key Person shall be levied and payment shall be Made accordingly.			
14	CL.2.4 Agreement	Page no.76	<p>Expiration of Agreement</p> <p>Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 6 (six) months from the date of commercial operations of handling LNG by the Concessionaire. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.</p>				<p>Expiration of Agreement</p> <p>Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the expiry of 6 (six) months from the date of commercial operations of handling Dry Bulk Cargo by the Concessionaire. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.</p>			

Sl. No.	Clause No.	Page No.	As specified in the Bidding Document	To be Deleted & read as / Remarks																																																								
15	Appendix-1 Form-7a	Page no.121	<div>APPENDIX-1 Form-7 a Abstract of Eligible Assignments of Key personnel⁶ (Refer Clause 3.3)</div> <div><div>Name of Key Personnel</div><table><thead><tr><th>Sl. No.</th><th>Name of Project⁷</th><th>Name of Client</th><th>Estimated capital cost of project (in Rs. Cro)</th><th>Name of firm for which the Key Personnel worked</th><th>Designation of the Key Personnel on the assignment</th><th>Date of completion of the assignment</th><th>Min days spent</th></tr><tr><th>(1)</th><th>(2)</th><th>(3)</th><th>(4)</th><th>(5)</th><th>(6)</th><th>(7)</th><th>(8)</th></tr></thead><tbody><tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>5</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table></div> <div>Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.</div> <div>⁶Use separate Form for each Key Personnel. ⁷ The names and chronology of projects included here should conform to the project-wise details submitted in Form-7b of Appendix-1.</div>	Sl. No.	Name of Project ⁷	Name of Client	Estimated capital cost of project (in Rs. Cro)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Min days spent	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	1								2								3								4								5								Modified Appendix-1 form-7a is attached.
Sl. No.	Name of Project ⁷	Name of Client	Estimated capital cost of project (in Rs. Cro)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Min days spent																																																					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)																																																					
1																																																												
2																																																												
3																																																												
4																																																												
5																																																												
16	CL.2.14 (Technical Proposal)	Page.29	g)The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;	g) The CVs have been recently signed and dated in blue ink or with a scanned signature by the respective personnel and countersigned by the applicant. Photocopy or unsigned / countersigned CVs shall be rejected;																																																								
17	Agreement Clause 7.2.3	Page-91	Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.	Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, with a notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.																																																								
18	Annex-6 Payment Schedule	Page no.102	For, any extension of the project period, the duration of key personnel shall be valid even during the extended period and the payment shall be made accordingly under same TOR as specified above.	“For any extension of the project period, the duration of key personnel shall be valid even during the extended period and the payment during the extended period shall be made with an increase of 2.5% on Item-2 of BOQ (Appendix-II, Form-2) incase if contract period gets extended for a further term of atleast 6 months (from the original contract period), under same TOR as specified above.”																																																								
19	Appendix-1 Form-7C	Page no.123	7. List of projects on which the Personnel has worked Name of project Description of responsibilities	Deleted																																																								

APPENDIX-I
Form-7 a
Abstract of Eligible Assignments of Key personnel⁶
(Refer Clause 3.1)

Name of Key Personnel:

Designation

Sl. No.	Name of Project ⁷	Name of Client	Estimated capital cost of project (in Rs. Crs)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Duration spent in the Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
5						

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of Key Personnel.

⁶Use separate Form for each Key Personnel

⁷ The names and chronology of projects included here should conform to the project-wise details submitted in Form-7b of Appendix-I)

APPENDIX-I
Form- 7c
Curriculum Vitae (CV of Key Personnel)

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth :
4. Nationality :
5. Educational Qualifications :
6. Employment Record :
(Starting with present position, list in reverse order every employment held)
7. **Deleted**
8. Details of the current assignment and the time duration for which services are required for the current assignment

Certification:

- a. I am willing to work on the Project and I will be available for entire duration of the project assignment as required.
- b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place

(Signature and name of the Key Personnel)

(Signature and name of the authorized signatory of the Applicant)

Notes:

- 1 Use separate form for each Key Personnel
- 2 The names and chronology of assignments included here should conform to the project-wise details submitted in Form-7a of Appendix- I.
- 3 Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.