



SRI LANKA PORTS AUTHORITY

AMENDMENT NOTICE

The Chairman - Cabinet Appointed Procurement Committee (CAPC) on behalf of the Ministry of Ports and Shipping, has amended closing date of the undermentioned tender initially appeared on 01st December 2023 in Ceylon Daily News, Dinamina, Thinakaran & 03rd December 2023 in Sunday Observer.

Tender No.	Name of the Tender	Closing Date indicated as	New Closing Date & Time
CES/FP/04/PT/6461 III (MP)	Procurement of Container Handling Equipment for East Container Terminal (ECT) - 15 Nos. of Straddle Carriers	16/01/2024 14.00 hrs	30/01/2024 14.00 hrs

Other conditions remain unchanged.

Chairman - Cabinet Appointed Procurement Committee (CAPC)
Ministry of Ports and Shipping,
No. 19, Chaithya Road,
Colombo 01.

31st December & 01st January 24

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

**MINISTRY OF PORTS, SHIPPING & AVIATION
SRI LANKA PORTS AUTHORITY**

**ADDENDUM No. 01 AND RESPONSES FOR
CLARIFICATIONS**

**FOR PROCUREMENT OF
15 Nos. OF STRADDLE CARRIERS
FOR EAST CONTAINER TERMINAL OF THE
PORT OF COLOMBO**

**Single-Stage: Two-Envelope
International Bidding Procedure**

CES/FP/04/PT/6461 – III (MP)

Addendum No. 01 – Bid documents

Procurement of Container Handling Equipment for East Container Terminal (ECT) of Sri Lanka Ports Authority (SLPA) 15 Nos. Straddle Carriers

- 1). Add additional Clause to the special Condition of Contract as No. 30. Described below.

The Charges for Dockage, Harbour Tonnage and Stevedoring in this procurement shall be exempted and the Ports Authority shall provide the other port services on the payment based on the published Port Tariff of the Ports Authority.

- 2). Dead Line for bid submission extended by 02 weeks. (Up to 30th of Jan. 2024)

- 3). Straddle Carriers could be transported to the site in the module format and erected at site. Testing & commissioning could be carried out at site by Manufacturer observed by the SLPA Technical Staff.

This requirement could be facilitated under the following Conditions.

- a). Pre delivery inspection to be carried out for all the fabricated parts and major mechanical & Electrical components. None of the Goods shall be transported to the Project Site without the Engineer's written permission.

- b). The payment term indicated in 13.1 (3) shall be amended as below.

Second Instalment: Fifty per cent (50%) of the value of the Straddle Carriers shall be paid after the **delivery handing over** of Equipment, upon submission to the Purchaser by the Supplier / Manufacturer of his claim, all the Documents specified in Sub-Clause 8.5 and all the documents specified in Sub-Clause 8.2 of the Special conditions of contract.

- 4). SLPA defined some Brand names such as Broma, Ram, Stinis, Kalmar, Kone for spreader. It was decided to keep it open under the condition that, there should be over 150 spreaders supply experience within last five years.

Clarifications – Bid documentsProcurement of Container Handling Equipment for East Container Terminal (ECT) of Sri Lanka Port Authority (SLPA) 15 Nos. Straddle CarriersClarifications requested by ZPMC Lanka Company (Pvt) Ltd.

01.	Special conditions 6.7	Permission to transport the goods to the project site.	ZPMC Suggestion: Straddle Carriers will be transported to the site in the module format and erected at site. Testing & commissioning will be carried out at site by ZPMC Engineers observed by the SLPA Technical Staff.	<p>The request could be facilitated under the following Conditions:</p> <p>1). Pre delivery inspection to be carried out for all the fabricated parts and major mechanical & Electrical components.</p> <p>None of the Goods shall be transported to the Project Site without the Engineer's written permission.</p> <p>2). The payment term indicated in 13.1 (3) shall be amended as below.</p> <p>Second Instalment: Fifty per cent (50%) of the value of the Straddle Carriers shall be paid after the delivery handing over of Equipment, upon submission to the Purchaser by the Supplier / Manufacturer of his claim, all the Documents specified in Sub-Clause 8.5 and all the documents specified in Sub-Clause 8.2 of the Special conditions of contract.</p>
02.	Vol. II Specifications No. 08.Spreader	Spreader.	SLPA defined some Brand names such as Broma, Ram, Stinis, Kalmar, Kone. ZPMC recommend to include ZPMC brand spreaders in to the list of acceptable makes.	Agreed to keep it open under the condition that, there should be over 150 spreaders supply experience within last five years. Evidence to be provided.
03.	Instructions to Bidders, A. General, Deadline for Submission, 26.1	As "specified in Sub-Clause 25.5 (a) above, not later than 14.Hrs on 16.01.2024."	Requested to extend the deadline for submission by 4 weeks	Dead Line for bid submission extended by 02 weeks. (Up to 30 th of Jan 2024)

Clarifications requested by KoneCranes.

01.	Instructions to Bidders, A. General, Deadline for Submission, 26.1	As "specified in Sub-Clause 25.5 (a) above, not later than 14.Hrs on 16.01.2024."	Requested to extend the deadline for submission by 4 weeks.	Dead Line for bid submission extended by 02 weeks. (Up to 30 th of Jan. 2024)
02.	Instructions to Bidders § 16.2	Payment of the Contract Price shall be made in the same currencies in which the Bid Price is expressed in the Bid of the successful Bidder or in equivalent SLR to the date of payment.	Payments will be effected in Euro currency. Please confirm. We will not accept payment in equivalent SLR.	Payment of the Contract Price shall be made in the same currencies in which the Bid Price is expressed in the Bid of the successful Bidder or in equivalent SLR to the date of payment, as per the Bidders wish.
03.	Special conditions § 1.1 (p) and 15.1 (a) + (b)	Commencement	Commencement Date shall be the date on which the Supplier confirms receipt of the Letter of Credit opened by the Purchaser and accepted by the Supplier.	Agreed & SLPA shall be sent the commencement notice.
04.	Special conditions § 1.1 (v)	"Purchase" means fully acquirement of the ownership of the Straddle Carriers. The Operation, Repair, maintenance and any other requirements related to this option is under the responsibility of the Purchaser.	For the sake of clarity, we suggest to adjust wording as follows: "Purchase" means the acquirement of the Straddle Carriers by the Purchaser from the Supplier. The ownership to each respective Straddle Carrier shall pass from Supplier to Purchaser on the date of the actual or deemed Taking Over of each individual Straddle Carrier. The Operation, Repair (except warranty repairs by the Supplier during Defects Liability Period), maintenance and any other requirements related to the Purchase is under the responsibility of the Purchaser.	Agreed.
05.	Special conditions § 6.1 and 6.3.	6.1. Inspection and Testing of the Goods	As per item 23 of Straddle Carrier Specification we expect only Pre-Delivery Inspection to be applicable for the Straddle Carriers. So, any additional inspection by the Purchaser as mentioned in § 6.1 shall not be applicable for the Straddle Carrier supply. Please confirm	Item No. 23 - pre delivery inspection under the cost of the bidder. But SLPA has a right to inspect as described under 6.1 with the own cost of SLPA.

06.	Special conditions § 6.2	Approval Supplier's Drawings of Shop	For a standard product like Straddle Carrier no design approval shall be applicable (well proven standard design). KONECRANES Straddle Carriers are – unlike e.g. ship-to-shore cranes – standardized automotive vehicles with certain customized options and features. The core of the Straddle Carrier is based on an evolved and mature design and therefore not subject to design reviews or approvals.	Drawings/ Catalogues of subjected model have to be supplied prior to commencement of Fabrication to prove the compatibility with the SLPA specifications.
07.	Special conditions § 6.6	6.6 Testing at the Supplier's Factory after Completion of the Goods	As per item 23 of Straddle Carrier Specification "Pre Delivery Inspection" Two (02) Senior Mechanical & Electrical Engineers and One (01) Senior Operations Officer of SLPA (we expect 3 persons in total) will inspect the Straddle Carriers on completion of manufacturing. We propose the following inspection schedule for Straddle Carriers: 3 working days after completion of first batch of Straddle Carriers Please confirm!	Confirmed as 05 working days.
08.	Special conditions § 6.7	6.7. Permission to Transport the Goods to the Project Site	We expect transport of the Straddle Carriers from the Supplier's factory to the Project Site shall be affected by the Supplier after completion of Pre-Delivery Inspection without the necessity of additional permission by the Purchaser or Purchaser's Engineer.	Certification during pre delivery inspection is compulsory.
09.	Special conditions § 6.8	Reception of the Goods at the Project Site	Project Site for assembly and commissioning of the Straddle Carriers shall be provided by the Purchaser (inclusive fencing) at Purchaser's cost in accordance with Supplier's assembly site requirements. Supplier expects all assembly to be rendered by Supplier's own means with no need to employ local union personnel. Should such requirement occur, Supplier reserves the right to charge back any extra cost to the Purchaser.	SLPA shall be provided free of charge only the paved area. Responsibility of Fencing & other security aspects are under supplier. Whatever the cost involvement is under the responsibility of the supplier. There is no any involvement of SLPA employees for assembly works.
10.	Special conditions § 6.9	Tests on Completion of the Goods at the Project Site	Notice period by the Supplier to the Engineer shall be 5 days in prior; then the Testing shall be performed within 5 days. Supplier's Standard testing procedure for Straddle Carriers shall be applicable.	Agreed for 05 working days for both notice & test. Testing procedure has to be given to the SLPA for approval prior to the Testing.

11.	Special conditions § 8.1	The time period for Manufacturing, Taking over & Commencement of successful operation of Straddle carriers at ECT is 300 days after signing the Contract Agreement.	In accordance with Special Conditions § 1.1 (p), wording shall be amended as follows: "8.1 The time period for Manufacturing, Taking over & Commencement of successful operation of Straddle carriers at ECT is 300 days after the Commencement Date."	The time period for Manufacturing, Taking over & Commencement of successful operation of Straddle carriers at ECT is 300 days after the date of commencement notice issued by SLPA.
12	Special conditions § 8.5	Goods supplied from outside the Purchaser's country / Inco-Terms	<p>The Straddle Carriers will be delivered either in larger components (knocked down) or fully erected, CIF Port of Colombo (Incoterms 2020).</p> <p>In case of fully-erected delivery, the Purchaser shall arrange safe and suitable, free and always accessible and afloat berth place with guaranteed sufficient place for Supplier's ship on vessel arrival. All port charges, fees, wharfage and dockage while the Straddle Carriers are being unloaded, and lineman's fees in Purchaser's country incurred by the Supplier – if any – are for Purchaser's account. Un-lashing and un-securing of the Straddle Carriers will be performed by vessel crew and/or the Supplier. After unloading the Supplier shall drive and be permitted to drive the Straddle Carriers on the site for removal of sea fastening and commissioning.</p> <p>Please delete the Provisional Taking-Over Certificates mentioned in §8.5 (f) as such document will not be available yet when shipping the SCs, in particular in case of shipping in larger components.</p>	<p>The documents indicated under the clause No. 8.5 of Special conditions are standard shipping documents.</p> <p>Add additional Clause to the special Condition of Contract as No. 30. Described below.</p> <p>The Charges for Dockage, Harbour Tonnage and Stevedoring in this procurement shall be exempted. However, the Ports Authority shall provide the other port services on the payment based on the published Port Tariff of the Ports Authority.</p> <p>Provisional Taking-Over Certificates mentioned in §8.5 (f) means the certificate issued after the pre delivery inspection.</p>
13	Special conditions § 11.2	Requirements for insurance for the Works	<p>First class western European insurance companies (AG, Zurich and HDI)</p> <p>As Supplier will bear risks until Taking over, Purchaser shall not be the beneficiary of Supplier's insurances.</p>	Not acceptable. Insurance is required as indicated under 11.2 of Special condition of Contract.

			Insurance coverage shall not exceed Contract Price. Instead of policies Konecranes will provide certificates of our insurances.	
14	Special conditions § 12	12.2. This Warranty shall remain valid for 730 days after the date of a Taking-Over Certificate of the Goods (hereinafter referred to as the "Defects Liability Period"). The Supplier shall appoint agent(s) in Sri Lanka acceptable to the Purchaser for maintenance services of the Goods including the provision of spare parts during the Defects Liability Period.	Warranty period shall be timely and hourly limited to 24 month or 8,000 operation hours whatever comes first, after the date of a Taking-Over Certificate of each Straddle Carrier.	Not acceptable. Warranty required as indicated under 12.2 of Special condition of Contract remains unchanged.
15	Special conditions § 12	New 12.8 Warranty Exclusions	To be added 12.8: The Supplier's Warranty shall not cover: a) normal wear and tear of the components and parts; b) any parts that become defective as a result of e.g. an accident, improper operation, improper handling or overloading, etc. or unforeseeable adverse conditions; c) any parts that become defective as a result of improper storage of the Straddle Carriers by the Purchaser d) any parts that become defective as a collateral damage to a defective part; e) any parts that become defective as a result of not using, maintaining or servicing the Straddle Carriers in accordance with Purchaser's instruction manuals and maintenance instructions. f) any parts that become defective as a result of continuation of operation of any of the Straddle Carriers despite of an occurring defect.	The warranty covers only the items described under the Clause No. 12 of Special Condition of Contract. This request is not considered.

			g) any part or component added by the Purchaser or any third party attributable to the Purchaser	
16	Special conditions §13.1	13.1 Payment	<p>Payments shall be effected in Euro currency.</p> <p>We propose payments for the Straddle Carriers to be made in following instalments:</p> <ul style="list-style-type: none"> - 20 % of the Contract Price as Advance Payment within 30 days after signature of the Contract against Advance Payment Guarantee - 20 % of the Contract Price of the relevant batch of Straddle Carriers shall be paid 150 days prior to the scheduled delivery date as per Delivery schedule against invoice - 50 % of the Contract Price pr rata after Pre-Delivery Inspection of the relevant Straddle Carriers against invoice and inspection certificate - 10 % of the Contract Price of the respective Straddle Carrier against Taking-Over Certificate of the respective Straddle Carrier. <p>All instalments of the Contract shall be paid out of an irrevocable, divisible and confirmed Letter of Credit, acceptable to the Supplier. The Letter of Credit shall be opened by the Purchaser by a European bank acceptable to the Supplier latest within 15 days after signing of Contract. All costs related to the Letter of Credit shall be paid and borne by the Purchaser.</p>	<p>The payment terms described under the Clause No. 13.1 of Special Condition of Contract remains unchanged. This request is not considered.</p> <p>All instalments of the Contract shall be paid out of an irrevocable, divisible and confirmed Letter of Credit, by the purchaser as standard. This request is not considered.</p>
17	Special conditions § 16.1	Liquidated damages	The Liquidated damages mentioned in §16.1 shall be calculated on the Contract price of the delayed Straddle Carrier and be the final and conclusive compensation available to the Purchaser for Supplier's delay.	Special conditions item No. 16.1 remains unchanged.
18	Special conditions § 28.2	The Supplier shall also guarantee the delivery of the said spare parts to the Project Site within five (5) working days	Delivery within 5 working days cannot be guaranteed.	During the defects Liability period within five (5) working days and after that within 03 weeks.

		after receipt by the Supplier or its nominated agents in Sri Lanka of the Purchaser's order, by facsimile confirmed by in writing, throughout the period specified in Sub-Clause 28.1.		
19	Special conditions NEW §30	NEW – 30. Limitation of Liability	<p>The Supplier's liability under the Contract, indemnity, warranty, tort (including negligence), strict liability or otherwise shall be limited to the amount of the actual direct damages incurred by the Purchaser. The Purchaser shall be entitled to no other remedies regardless of the form of claim or cause of action, whether based in contract, negligence or otherwise. The Supplier's overall maximum liability (including e.g. liquidated damages) to the Purchaser relating to this Contract or the Works shall not exceed thirty percent (30%) of the Total Contract Price.</p> <p>In no event shall the Supplier be liable for any special, punitive, incidental, indirect or consequential damages loss of production, loss of profit, loss of use, loss of reputation or loss of contracts.</p>	No provisions for new clauses for the Bidding document.
20	Special conditions NEW §31	NEW – 31. Hardship	<p>The Parties understand and acknowledge that the current global component shortages may cause direct and/or indirect adverse effect or effects and/or hardship to the Supplier. To the extent such effect or effects and/or hardship is/are caused, in Supplier's reasonable opinion, by component shortage, the Supplier shall be entitled at its sole discretion and without any liability or liquidated damages/penalties to withhold or postpone the performance of any and/or all of its obligations under the Contract. Any relevant deadline, delivery milestone or other agreed timeline shall be adjusted accordingly. The Supplier shall inform the Purchaser of any such withholding or postponement and its practical consequences as soon as practically possible.</p>	No provisions for new clauses for the Bidding document.

21	General Conditions § 2	Use of Contract Documents and Information	The obligations of this clause shall apply vice versa to the Purchaser when using documents and/or information of the Supplier.	Agreed.
22	Vol II Specification for Straddle Carriers Twin	1.2.a Capacity The Straddle Carrier should be capable of Lifting and Travelling with Fully Loaded ISO 20/40& 2 x 20feet Containers not less than 60MT...	Nominal load for Straddle Carrier will be 50 t; 60 t are possible within "exceptional load" mode. Please confirm!	SLPA requirement is 60 Tons Rated Load. Not exceptional load.
23	Vol II Specification for Straddle Carriers Twin	1.4 Interface requirement with Terminal Management system	Please refer below for detailed questions / comments listed under clause: "4.ECT-CAMCO-GATE-SW-SO3721222-Straddle Carrier Interface Specification"	Refer attachment - 1 for RTLS solutions ("ECT# Crane+ RTLS")
24	Vol II Specification for Straddle Carriers Twin	2.4 Conformity of the Engine with the Existing Country Law The Engine Make & Model fitted to Straddle Carrier offered should conform to Existing Rules for Exhaust Emission Levels, Safety, Laws and Regulations prevailed in Sri Lanka	Please advise the applicable regulations for non-road diesel equipment or the required exhaust emission stage. Will SLPA require EU Stage 3a or Stage 5 diesel engine?	To be compatible to the Existing Country Law for the purpose.
25	Vol II Specification for Straddle Carriers Twin	2.14.b PLC System PLC System can be linked to Remote Network through Wi-Fi System. Suitable interface for communication with TOS to be provided.	Operators display, as part of the PLC system can be linked to an existing remote network WIFI system: to be provided by SLPA Interface TOS: KONECRANES is assuming the "Interface requirement with Terminal Management system" mentioned in article 1.4 is meant. Please confirm!	WIFI system: will be provided by SLPA. "Interface requirement with Terminal Management system" mentioned in article 1.4
26	Vol II Specification for Straddle Carriers Twin	8.1 Spreader The Spreader shall be an Electric/Hydraulic Telescope Type Twin Lift Spreader capable of lifting Standard	Which type of twin spreader should be offered? Options: <ul style="list-style-type: none">• Fixed twin spreader (without twin-separation function)• Extendable twin spreader (with twin-separation function)	Extendable twin spreader (with twin-separation function)

		Containers either 20 feet, 40/45 feet or 2 x 20 feet.	Please define!	
27	Vol II Specification for Straddle Carriers Twin	14.1.j Operator's Cabin Attributes and Features Cab should be undercoated.	Please explain "undercoated" in detail.	To be applied the Marine quality painting system.
28	Vol II Specification for Straddle Carriers Twin	18.1.a Accessories 32 Nos. Spare Tyres	KONECRANES is assuming a total of 32 rubber tires only, without rim , are required. Please confirm!	Rubber tyres only.
29	Vol II Specification for Straddle Carriers Twin	15. Straddle Carrier Monitoring and Management system	For Straddle Carriers unlike other cranes, the crane management / conditions system is integrated in the operators display. In addition to the standard System Konecranes can offer a separate server-based Fleet Management System (FMS) especially developed for Straddle Carrier. In addition, the Straddle Carriers will be equipped with the new Konecranes TRUCONNECT remote monitoring system. Further details will be provided in tender submission.	Shall be as per the specified under the item No. 15.
30	4.ECT-CAMCO-GATE-SW-SO3721222-Straddle Carrier Interface Specification	2 Messages	CAN-Bus Baudrate is missing in specification. KONECRANES suggestion: 250kbit/s Please define!	Refer attachment - 1 for RTLS solutions ("ECT10 Crane+ RTLS.....")
31	4.ECT-CAMCO-GATE-SW-SO3721222-Straddle Carrier Interface Specification	2.1.1 Data layout Length of function "Error-state"	Function "error state" must be data length 2 bytes instead of 1 byte, in order to provide error numbers bigger than 255. Please adjust!	Refer attachment - 1 for RTLS solutions ("ECT10 Crane+ RTLS.....")
32	4.ECT-CAMCO-GATE-SW-SO3721222-Straddle Carrier Interface Specification	2.2.1 Data layout Function "Twin separation"	Which type of twin spreader should be offered? Options: <ul style="list-style-type: none"> • Fixed twin spreader • Extendable twin spreader Please define! See also above.	Extendable twin spreader (with twin-separation function)