

REPLIES TO PRE-BID QUERIES
MAINTENANCE DREDGING AT HALDIA DOCK COMPLEX USING A GRAB DREDGER
Tender No. GMM/425/DREDGE/HOJ&AJ/704

Sl. No.	Clause no.	Page no.	Clause details	Queries requiring clarification from different parties	Response
1	4.0 (v)	13	Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2015-16, 2016- 17, 2017-18).	Kindly consider the year 2018- 19 for the evaluation of average annual turnover. This change will allow us to qualify for the subject works.	Since the due date (scheduled opening date of the tender) is in the month of August, the Audited Balance Sheet and Profit and loss account for the years 2016-2017, 2017-2018, 2018-2019 shall be considered. In case a tenderer is unable to submit audited accounts of 2018-2019 due to noncompletion of audit or for any other reason, the bidder may submit the Audited Balance Sheet and Profit and loss account for the years 2015-16, 2016- 17, 2017-18.
	7.1 (d)	14	Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2015-16, 2016-17, and 2017-18).	Request that the financials for 2016-17, 2017-18 and 2018-19 should be considered for evaluation of average annual turnover. This will help us to qualify the tender.	
2	7.3	15-16	Date of closing of online e-tender for submission of Techno Commercial Bid & Price Bid.	The Bid Submission Date may please be extended by 2 weeks from the date of uploading the pre-bid clarifications in order to incorporate the changes and submit the most comprehensive and competitive Bid to HDC.	The bidders shall be provided 21 days for submitting the bid from the date of uploading the pre-bid clarifications.
3	7.1 (o)	15	Copy of the Current Trade License as applicable.	The said license is not applicable for Mumbai; further, the same has not been asked for in other tenders called by Kolkata Port, so this requirement may be	The requirement of current trade license is being removed.

				deleted for such companies.	
4	10.4	19	After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC.	Request to kindly change the clause as: After the issuance of the 'Letter of Intent', the Security Deposit will have to be submitted within "30 working days." The said change may please be incorporated in the revised Tender through a clarification.	The clause is being amended as follows:- After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 20 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC.
5	16.1	28	The dredgers & equipment are to be mobilized at Haldia Dock Complex and commence operation within 60 calendar days from the date of issuance of 'Work Order'.	<p>a) Request to kindly change "60 calendar days" to "120 calendar days."</p> <p>b) Mobilisation of equipment 6 month from the date of placement of LOI. In case if any local union problem arises that should be resolved by HDC. During that period or contractor price of hire charges shall be paid</p> <p>c) The mobilization period for deployment of dredger as per clause 16 is 60 days. This time is too less in case the dredger has to be mobilized from west coast since Inland.vessel will require single voyage permission to sail to Haldia , which is not possible on the east coast prior to November due to monsoon.</p> <p>d) Request you to allow mobilization within 90 days from the date of issuance of work order.</p>	The clause is being amended as follows:- The dredger and the equipment are to be mobilized at Haldia Dock Complex and commence operation within 90 calendar days from the date of issuance of 'Work Order'.

6	16.3	29	In case the contractor fails to commence operation within 60 calendar days from the date of Work Order, a penalty equivalent to 10% of the 'Daily Hire Charge' would be imposed per day as Liquidated Damage, till the dredger is made available for operation.	Request to kindly change "60 calendar days" to "120 calendar days" and "10% of the daily hire charge" to "5% of the daily hire charge."	<p>The clause is being amended as follows:-</p> <p>16.3 In case the contractor fails to commence operation within 90 calendar days from the date of Work Order, a penalty equivalent to 10% of the 'Daily Hire Charge' would be imposed per day from the 91st day as Liquidated Damage, till the dredger is made available for operation.</p> <p>16.4 In case the contractor fails to commence operation within 120 calendar days from the date of Work Order, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor</p>
7	20.3	31	The dredger should be capable of dredging at all the locations within the jurisdiction of Haldia Dock Complex and any other area under Kolkata Port Trust as per the instruction of Engineer.	The dredger should be asked to dredge only at Haldia and not at any other areas under the jurisdiction of Kolkata Port Trust as the required dredger as per the Tender is not designed to dredge at places such as Sagar Dumping, Sand Heads, etc., which form a part of the Kolkata Port Trust.	The tender conditions prevail.
8	20.4	31-32	On an average, two time slots of around two hours each shall be made available for dredging at the Approach Jetty each day.	With an average dredging requirement of 125 m ³ /h, the dredger will be able to dredge only 500 m ³ each day at the Approach Jetty, which may not be sufficient to maintain the desired depths. Kindly let us know the siltation rate per day at the	<p>The dredger shall be able to maintain the desired depths with the dredging requirement of 125 CuM per hour.</p> <p>Two charts of approach jetty (surveyed on different dates) are being attached to gauge the siltation rate.</p>

				Approach Jetty so that the requirements can be understood.	
9	20.4	32	Failure to achieve the desired depth each month shall attract penalty as per Clause 23.1 of Special Conditions of the Contract.	The said clause is not acceptable. There is no contract in India involving grab dredging on a depth-assured basis. Such contracts are usually for services provided by trailing suction hopper dredgers, which have very high production rates and can cover large dredging areas for every load.	The tender conditions prevail.
10	20.7	32	The maximum frequency of joint surveys for ascertaining the report of the soundings of the dredged areas shall be weekly and the same shall be carried out by HDC with representative of Contractor.	Kindly clarify the mode of joint survey. We suggest that the joint survey carried out only by lead line.	The survey shall be carried out by single beam echo – sounder.
11	20.10) iii)	33	Materials to be dredged: Alluvial in nature comprising fine sand, silt, clay and mud.	Please include a separate payment modality for the salvage of underwater obstructions. In another contract with KoPT/HDC, we have removed scrap, 500 Kg of dangerous World War II-era ammunition, different sizes of tires, wooden fenders, etc., for which we have not already incurred the expenditure (in the form of time lost, adverse effect on our machinery, etc.), but we have not been paid for these eventualities till date.	The tender conditions prevail.
12	21.0 (e)	34	The dredger should be capable of	We request that the requirement should be	The bidder should submit the specifications of the grab

			dredging a minimum quantity of 125 CuM of settled solid per hour. The dredger should have at least two mounted cranes for filling up the hopper.	changed to a dredger with one crane, wherein we would install one more crane before the mobilization of the dredger. Kindly allow the same.	dredger that it intends to provide as per the tender specifications. The statutory certificates of the grab dredger shall have to be submitted at the time of the deployment at HDC other than those required for obtaining V.C.N. The specifications of the grab dredger deployed should be same or better than the specifications submitted at the time of bidding. The definition of a similar and better dredger has been added in clause 22.7. Please refer corrigendum point 20.
13	22.4	34	Lay up period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.	<p>a) Lay-up period of 15 days, if not availed in a particular year, should be allowed to be accrued and carried forward to the subsequent years of the contract so that the Port can be provided with the best services with the most optimum running equipment.</p> <p>b) Kindly allow in case of Major Breakdown.</p>	<p>The clause is being amended as :</p> <p>If the lay up period is unused for any particular year, it can be carried forward to the subsequent year(s).</p>
14	23.2	35	In case of only one grab working, 50% of daily hire charges and hourly running charges shall be deducted for the period one of the grabs is not working for each day (24 hours) or pro-rata.	How many penalties can there be in a single contract? There is a penalty for not achieving the depth, penalty for low output per day, and penalty for delayed deployment. Further, there is no congruence between the daily working of a grab dredger and the daily	<p>The clause is being amended as:-</p> <p>In case of only one grab working during the dredging period and the dredging capacity of the one working grab being less than 125 CuM of settled solids per hour, 50% of daily hire charges and hourly running charges shall be deducted for the duration one of the grabs</p>

				hire charges? A dredger comprises different parts that work in unison. Therefore, a single crane breakdown still entails the complete functioning of the other machinery onboard, which incur their own expenditure. Therefore, levying a penalty of 50% for nonworking of one crane does not seem justified. In case if the daily output requirements as per the Tender are achieved, then there should not be any reason to levy a penalty?	is non-operational on pro-rata basis considering the dredging hours only. In case the one working grab has a dredging capacity of more than 125 CuM of settled solids per hour, the penalty of 50% as mentioned above in this clause shall not be levied. However, in this case, if the non-functional grab continues to not work for more than 72 hours at a stretch or a cumulative of 15 days in an year, whichever is earlier, there shall be a deduction of 25% of the daily hire charges and hourly running charges for the duration one of the grabs is non-operational on pro-rata basis considering the dredging hours only, despite the dredging capacity of the working grab being more than 125 CuM of settled solids per hour.
15	25.1	36	HDC shall provide fresh water and shore electric supply to the dredger as practicable, on chargeable basis. However, this will not be a binding obligation on the part of HDC.	Request to kindly change the clause as: HDC shall provide fresh water and shore electric supply to the dredger as practicable, on free-of-cost basis. All other ongoing contracts in Kolkata Port and Haldia Dock are providing the same facility on free-of-cost basis	HDC shall provide fresh water and shore electric supply to the dredger as practicable, on chargeable basis, at locations designated by the Engineer of the Contract or his representative. However, this will not be a binding obligation on the part of HDC.
16	25.3	36	HDC shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.	HDC shall provide dock entry permit to Contractor's personnel, vehicles etc. on chargeable basis.	The tender conditions prevail.
17	26.2	36	An advance of 75% of amount certified by MO division will be released within 10 working days of submission of bill by	Request to also include in the clause: In case the payment is not made within 10 working days	The tender conditions prevail.

			the contractor to ensure fund flow.	for any reason, interest at the rate of 18% per annum will be applicable from the date of payment due till the date of payment made to the Contractor.	
18	34.1 (a)	39	If the Contractor fails to commence operation within 60 days from the date of issue of 'Work Order'.	The clause may please be changed to reflect the below request: If the Contractor fails to commence operation within 210 days from the date of issue of 'Letter of Intent'.	This point stands deleted.
19	20.2	31	The grab dredger shall have a hopper capacity in the range of 750 CuM – 1000 CuM (both inclusive).	We propose to deploy a Self Propelled Hopper Barge which will be mounted with 2 Nos. Cranes before mobilization of the vessel. Kindly allow the same.	The bidder should submit the specifications of the grab dredger that it intends to provide as per the tender specifications. The statutory certificates of the grab dredger shall have to be submitted at the time of the deployment at HDC other than those required for obtaining V.C.N. The specifications of the grab dredger deployed should be same or better than the specifications submitted at the time of bidding. The definition of a similar and better dredger has been added in clause 22.7. Please refer corrigendum point 20.
20	20.4	32	The minimum depth on the commencement day of the contract shall be treated as the base depth	Request clarification of the based depth. Kindly clarify when the dredger is on hire charter basis or on performance of dredging material and assured dredging depth.	Base depth shall be the minimum depth within the area of approach jetty (as mentioned in the note in tender document) on the commencement day of the contract. The dredger is on hire charter basis and has to achieve certain minimum dredging depth at approach jetty.
21			Failure to achieve the desire depth each month shall	What is clarification of desired depth? Does it mean that assured	Desired depth shall be as per Clause 20.4.

			attract penalty as per clause 23.1 of special conditions of the contract	depth? In Grab dredging assured depth can not be achieved. Therefore tolerance 0.3 mtr. +- acceptable or not.	The desired depth shall be based as per 20.4 (a) or (b) (higher of the two).
22				Dredging performance depending upon the various condition which include tidal condition, strata of the material, availability of the area and total duration of the work. This need to be clarifies.	The site conditions have been mentioned in Clause 20.10 and the availability of the area and duration of the work has been mentioned in 20.0 of the tender document.
23	20.8	33	Dredging methodology / dredging plan may have to be modified during the contract period at the advice of KoPT's consultant, IIT Madras, at no additional payment to the contractor.	<p>a) Dredger is on hire charter therefore dredging plan and its execution and deployment to be done by HDC. Contractor shall not be part of it because on the instruction of deployment from the Engineer In charge. Dredge will be deployed at various locations.</p> <p>b) Major changes will effects on cost, kindly change parameters of working as per changes.</p>	The existing point is being deleted.
24	22.2	34	Maximum 15 days of layup will be allowed in a year, which is to be availed in a staggered manner of not more than 5 days in a month. No payment will accrue to the contractor	In month 2 days free of charges maintenance period shall be given.	The tender conditions prevail.

			during the layup period.		
25	22.3	34	In case the availability of the dredger falls below the guaranteed level, no daily hire charge or hourly running charges shall be paid. Additionally, penalty @25% of 'Daily Hire Charge' will be applicable for each day (24 hours) or pro-rata during the deficit period.	Penalty charged may be reduced to 0.5% for week for non availability of dredger.	The tender clause is being amended as follows:- In case the availability of the dredger falls below the guaranteed level, no daily hire charge or hourly running charges shall be paid. Additionally, penalty @ 25% of 'Daily Hire Charge' will be applicable for each day (24 hours) or pro-rata during the deficit period considering the dredging hours only.
26	23.1	35	If the depth of an area fall below the target, penalty @2.5% of daily hire charges shall be deducted for applicable period (i.e. for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 mtr. Fall in depth from the targeted depths.	Since this is hire charter agreement of dredger not on the quantity based therefore it may be change to the quantity base. ON per day basis by removing the hire charter charges per day.	Not agreed. The tender conditions prevail.
27	21 (f)	34	The age of the dredger should be more than 15 years as on 31/07/2019.	a) The age criteria as per clause 21 (D) has been specified to be 15years as on 31.07.2019. However, keeping in mind that there are very few grab hopper dredgers with Indian owners. The age criteria should be relaxed to ensure wider participation. In many of the	The age criterion has been removed.

				<p>previous tenders, the age criteria have been done away with, to ensure fair and free competition.</p> <p>b) Is this age criteria should be less than 15 years or it should be more than 15 years ?</p>	
28				Please confirm if rebuilt dredgers registered under Inland vessel Act shall technically qualify for the bid.	The rebuilt dredgers registered under Inland vessel Act shall technically qualify for the bid subject to other specifications being fulfilled.
29	21 (d)	33	Length – Not more than 60 m	The length mentioned as per clause 21 d, is 60 metres. However, it is not clear whether this is LOA (length overall) or registered length. To avoid confusion as well as to standardize, the LBP (length between perpendiculars) should be taken in consideration, as the registered length and LOA might differ.	The length mentioned as per clause 21 (d) is LOA (Length Over All).
30	21 (d)	33	Loaded Draft – Not more than 3.5 m	The max draft specified is 3.5 meters, and it's not clear as to whether this is fresh water or sea water draft + 0.2 mtrs should be allowed.	The loaded draft criteria is for fresh water condition.
31	20.2	31	The grab dredger shall have a hopper capacity in the range of 750 CuM – 1000 CuM (both inclusive). The dredger should be capable of dredging a minimum quantity of 125 CuM of settled solid per hour. The dredger should have at	Does the grab dredger and hopper barge should be one unit, or grab dredger + hopper barge can be the different entity .	The grab dredger and hopper barge should be one unit

			least two mounted cranes for filling up the hopper. The dimensions of the dredger should be as follows: Length – Not more than 60 m; Breadth – Not more than 13m Depth – Not more than 4m; Loaded Draft – Not more than 3.5m; Speed – Not less than 7.5 Knots		
32	21	33	The specifications of the dredger to be deployed	Request you to allow length upto 70M and Breadth upto 14M	Not agreed. The tender conditions prevail.
33	2 d	5	EMD- The original DD / Banker's Cheque / Bankj Guarantee against EMD and tender fees should be physically deposited at the office of tendering authority (General Manager (Marine), 3 rd Floor Jawahar Tower, Haldia Dock Complex, Haldia	Kindly allow. The same in form of FDR also	Not agreed. The tender conditions prevail.
34	8 ii.	16	Certificate of DIC or Aadhar based MSME certificate where the categories of the firm i.e. micro or small is mentioned.	Kindly advise or allow in case of medium category mentioned.	The exemption from EMD and tender document fee is available only for micro and small enterprises.
35	10.1	19	SECURITY DEPOSIT, Demand Draft or in the form of Bank Guarantee as per the enclosed format at Annexure	Kindly allow. The same in form of FDR also	Not agreed. The tender conditions prevail.
36	16.3	29	Liquidated Damage for delay in commencement of work	In case of local permission and additional registration required allow same period as exempted	Not agreed. The clause is being amended as follows: 16.3 In case the contractor fails to commence operation within 90 calendar days from the date of Work Order, a penalty equivalent to 10% of the 'Daily Hire Charge' would be imposed per day from the

					<p>91st day as Liquidated Damage, till the dredger is made available for operation.</p> <p>16.4 In case the contractor fails to commence operation within 120 calendar days from the date of Work Order, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor</p>
37	17.0	29	Acceptance of the dredger	Kindly allow engineer to visit existing site location for trial and inspection before mobilization	The tender conditions prevail.
38	20.2	31	The grab dredger shall have a hopper capacity in the range of 750 Cum – 1000 CuM (both inclusive). The dredger should be capable of dredging a minimum quantity of 125 CuM of settled solid per hour. The dredger should have at least two mounted cranes for filling up the hopper.	In case of one crane capable of required quantity to be dredge, kindly allow the same, why two cranes required and clarify the same cranes capacity.	Not agreed. The tender conditions prevail.
39	22.1	34	The contractor will have to stand guarantee for the dredger's availability and operation for at least 350 days in a year in fully operational condition.	Advise for rough weather or non working condition.	During rough weather or other non working conditions, the guaranteed availability period shall stand relaxed for the period for which the conditions last and the same has to be certified by the Engineer of the Contract or his representative.
40	22.4	34	Lay up period of 15 days, if not availed in a particular year, cannot be carried forward to the	Kindly allow in case of Major Breakdown.	If the lay up period is unused for any particular year, it can be carried forward to the subsequent year(s).

			subsequent years of the contract		
41	26.4	37	Hourly operational charges	Kindly clarify minimum operational charges in case of ideal from your end.	Not agreed. The tender conditions prevail.

CORRIGENDUM / ADDENDUM

Sl. No.	Clause No.	Page No.	Tender Clause	Amended tender clause
1.	1.0	4	Period of Contract: 5 years	Period of Charter Hire: 5 years
2.	4.0 (v)	13	Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2015-16, 2016-17, 2017-18).	Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Company's Annual Reports, Audited Balance Sheet and Profit and loss account for last 3 Years (i.e. 2016-17, 2017-18 & 2018-19). In case a tenderer is unable to submit audited accounts of 2018-2019 due to noncompletion of audit or for any other reason, the bidder may submit the Audited Balance Sheet and Profit and loss account for the years 2015-16, 2016- 17, 2017-18.
	7.1 (d)	14	Copies of the Audited Balance Sheet and Profit and Loss Account for last 3 years (i.e. 2015-16, 2016-17, and 2017-18).	
3.	7.1 (o)	15	Copy of the Current Trade License as applicable.	The existing point stands deleted.
4.	7.1 (v)	15	A technical description of the grab dredger to be submitted in the format given in Annexure XV and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer. The contractor will have to submit copies of all statutory certificates.	A technical description of the grab dredger to be submitted in the format given in Annexure XV and the same to be enclosed in Part-I (Technical and Commercial aspects) of the offer.
5.	10.4	19	After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of work order. The contract shall be deemed to be in effect from the date of successful commencement of work.	After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 20 working days and a formal agreement is to be executed immediately thereafter as per format provided in GCC. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of work order. The contract shall be deemed to be in effect from the date of successful commencement of work.
6.	12.1 (vii)	21	Where the tenderer is a consortium the aggregate net cash accruals,	Where the tenderer is a consortium the net worth and

			net worth and average annual financial turnover of the individual members forming the consortium shall be submitted.	average annual financial turnover of the individual members forming the consortium shall be submitted.
7.	15	28	Escalation and de-escalation on the 'Hourly Running Charges' as quoted by the party at 'Format of Price Bid' will be applicable at the same percentage variation of the price of HSD at IOCL, Haldia as compared to the base price of HSD of Rs. 63.88 per litre as on 15.07.2019 at IOCL, Haldia. For the said purpose, the price of HSD at IOCL, as at the beginning of each month at Haldia prevailing in the corresponding month shall be considered.	Escalation and de-escalation on the 'Hourly Running Charges' as quoted by the party at 'Format of Price Bid' will be applicable at the same percentage variation of the price of HSD at IOCL, Haldia as compared to the base price of HSD of Rs. 65.36 per litre as on 20.08.2019 at IOCL, Haldia. For the said purpose, the price of HSD at IOCL, as at the beginning of each month at Haldia prevailing in the corresponding month shall be considered. There shall be no escalation or de-escalation on daily hire charges and mobilisation and demobilisation charges.
8.	16.1	28	The dredgers & equipment are to be mobilized at Haldia Dock Complex and commence operation within 60 calendar days from the date of issuance of 'Work Order'.	The dredgers & equipment are to be mobilized at Haldia Dock Complex and commence operation within 90 calendar days from the date of issuance of 'Work Order'.
9.	16.2	28 - 29	<p>No Mobilization charges will be payable separately. Bidder should include such costs in the 'Daily Hire Charge' proportionately.</p> <p>The demobilization cost shall be paid only if the contract is foreclosed by HDC, KoPT as per Clause 34.3 of Special Conditions of Contract by giving a six months' notice before the expiry of 4 years from the commencement of the contract.</p> <p>At the time of bidding, the contractor shall furnish the location from where the dredger was mobilized along with supporting documents. The same location shall be used for calculating the demobilization cost to be paid to the contractor in case of termination of the contract. No demobilization cost shall be paid to the contractor for termination of the contract as per any other clause of the contract.</p> <p>The demobilization cost shall be calculated as per the distance from where the dredger was mobilized</p>	<p>The clause is amended as follows:-</p> <p>Mobilisation and demobilisation charges shall be paid to the contractor separately. The bidders shall quote mobilisation and demobilisation charges separately in the BOQ.</p> <p>The evaluation of the price bid shall be done by taking into account mobilisation and demobilisation charges.</p> <p>Mobilisation charges shall be paid to the contractor after 3 months from the commencement of the dredging operation.</p> <p>Demobilisation charges shall be paid to the contractor within one month from the date of demobilisation of the dredger.</p> <p>Demobilisation charges shall be paid to the contractor only after</p>

			<p>and as per the speed of the dredger declared in the bid. The demobilization cost shall be as per the following formula: Demobilization cost = (A/24 X Daily hire Charge) + (A X Hourly running Charges X 1.25) A = projected running hours to reach the destination = (distance from where the dredger was mobilized) / (declared speed of the dredger) A factor of 1.25 has been included in the formula to consider the fact that fuel consumption at sea shall be 25% more owing to consumption in sea conditions with wave and swell actions.</p>	<p>successful completion of the contract or if the contract is foreclosed by KoPT. Demobilisation charges shall not be paid to the contractor in any other case.</p>
10.	16.3	29	<p>In case the contractor fails to commence operation within 60 calendar days from the date of Work Order, a penalty equivalent to 10% of the 'Daily Hire Charge' would be imposed per day as Liquidated Damage, till the dredger is made available for operation.</p>	<p>In case the contractor fails to commence operation within 90 calendar days from the date of Work Order, a penalty equivalent to 10% of the 'Daily Hire Charge' would be imposed per day from the 91st day as Liquidated Damage, till the dredger is made available for operation.</p>
11.	16.4	29	<p>In case the contractor fails to commence operation within 90 calendar days from the date of Work Order, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor</p>	<p>In case the contractor fails to commence operation within 120 calendar days from the date of Work Order, KoPT will be at liberty to terminate the contract and forfeit the Security Deposit. The Engineer of the Contract may, however, extend the period of mobilization if he is satisfied that the reasons for the delay was beyond the control of the Contractor</p>
12.	16.5	29	<p>Demobilization is to be completed within 15 calendar days of completion or termination of the contract failing which, all port charges against the dredger and equipment will be payable by the contractor.</p>	<p>Demobilization is to be completed within 15 calendar days of completion or termination of the contract failing which, all port charges as per SOR, against the dredger and equipment will be payable by the contractor from the 16th day.</p>
13.	17.0	29	<p>On arrival of the dredger at Haldia, the Engineer shall put the dredger on trial or test to ascertain its suitability, performance on site as well as to verify its specifications as stipulated in the tender document. HDC, KoPT</p>	<p>On arrival of the dredger at Haldia, the contractor will have to submit copies of Inland Vessel classification certificate, insurance certificate and all other statutory certificates to the Engineer. The</p>

			reserves the right to refuse the dredger if the same is not found suitable and does not match with tender specifications. In the event of rejection of the dredger, the contractor will have to provide replacement dredger within the scheduled mobilisation period at no additional cost.	<p>specifications of the grab dredger deployed should be same or better than the specifications submitted at the time of bidding. The definition of a better dredger has been added in clause 22.7. Please refer corrigendum point 20.</p> <p>The Engineer shall put the dredger on trial or test to ascertain its suitability, performance on site as well as to verify its specifications as stipulated in the tender document. HDC, KoPT reserves the right to refuse the dredger if the same is not found suitable and does not match with tender specifications. In the event of rejection of the dredger, the contractor will have to provide replacement dredger within the scheduled mobilisation period at no additional cost.</p>
14.	20.8	33	Dredging methodology / dredging plan may have to be modified during the contract period at the advice of KoPT's consultant, IIT, Madras, at no additional payment to the Contractor	The existing point stands deleted.
15.	20.1	31	The work primarily involves dredging at Approach Jetty, Lock Barrel, Berth areas inside the Dock Basin as well as the areas near the Oil Jetties (which are situated outside the dock basin). The work has to be carried out by deployment of a suitable Grab Dredger with the specifications as mentioned in the Tender document.	The work primarily involves dredging at Approach Jetty, Lock Barrel, Berth areas inside the Dock Basin as well as the areas near the Oil Jetties (which are situated outside the dock basin). The work has to be carried out by deployment of a suitable self propelled Grab Dredger with the specifications as mentioned in the Tender document. The definition of a self propelled grab dredger shall also include a self propelled hopper barge fitted with two cranes suitable for grabbing. In case of a self propelled barge being fitted with two cranes, a certificate from a renowned Naval architect has to be submitted, at the time of deployment, stating that the retrofitment conform to the safety and stability standards.
16.	21 (d)	33	Length – Not more than 60 m	Length (LOA) – Not more than 60

			Loaded Draft – Not more than 3.5 m	m Loaded Draft (for fresh water condition) – Not more than 3.5 m
17.	21.10 (f)	34	The age of the dredger should be more than 15 years as on 31/07/2019.	The age criterion is being removed.
18.	22.3	34	In case the availability of the dredger falls below the guaranteed level, no daily hire charge or hourly running charges shall be paid. Additionally, penalty @ 25% of 'Daily Hire Charge' will be applicable for each day (24 hours) or pro-rata during the deficit period.	In case the availability of the dredger falls below the guaranteed level, no daily hire charge or hourly running charges shall be paid. Additionally, penalty @ 25% of 'Daily Hire Charge' will be applicable for each day (24 hours) or pro-rata during the deficit period considering the dredging hours only.
19.	22.4	34	Lay up period of 15 days, if not availed in a particular year, cannot be carried forward to the subsequent years of the contract.	If the lay up period is unused for any particular year, it can be carried forward to the subsequent year(s).
20.	22.7	34-35	<p>In case the offered dredger is not available for operation, then a substitute dredger with similar/better specification shall be provided as a replacement by the Contractor at no extra charge within 45 days from the time & date the offered dredger becomes inoperative / broken down. However, payment in respect of 'Hourly Operational Charges' to the replacement dredger shall be restricted only upto the limit permissible for the dredger originally offered on hire.</p> <p>Notwithstanding anything contained hereinabove, substitution of the dredger will be allowed only after commencement of contract</p>	<p>In case the offered dredger is not available for operation, after being deployed for dredging, or is found to be unsatisfactory, then a substitute dredger with similar/better specification shall be provided as a replacement by the Contractor at no extra charge within 45 days from the time & date the offered dredger becomes inoperative / broken down. However, payment in respect of 'Daily Hire Charges' and 'Hourly Operational Charges' to the replacement dredger shall be restricted only upto the limit permissible for the dredger originally offered on hire. The time of 45 days allowed for substitution shall include the 15 days lay up period for that year and the 30 days period provided once during the contract period for dry-docking and special survey repair of the dredger for maintaining its Certificate of Class as mentioned in clause 22.0</p> <p>Similar dredger means a dredger meeting the basic tender requirements and having the same dredging capacity and hopper volume. Better dredger means a dredger meeting the basic tender requirements and having better specifications than those required in</p>

				the tender. Better specification indicates a dredger with higher dredging capacity for the same daily hire charges and hourly running charges or same dredging capacity with lower daily hire charges and hourly running charges. However, the dimension of the substitute dredger should not exceed the dimensions specified in the tender.
21.	23.1	35	<p>23.0 PENALTY Failure to maintain the targeted depths at the Approach Jetty as mentioned at Clause 20.4 shall attract penalty as follows:</p> <p>23.1 If the depths of an area fall below the target, penalty @ 2.5% of daily hire charges shall be deducted for the applicable period (i.e for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 Metre fall in depth from the targeted depths.</p> <p>However, this shall not be applicable if the average dredging window is less than 4 hrs. per day for the entire subject period i.e. 120 hours in a 30 day's month.</p> <p>23.2 In case of only one grab working, 50% of daily hire charges and hourly running charges shall be deducted for the period one of the grabs is not working for each day (24 hours) or pro-rata.</p> <p>23.3 In case of un-availability of the dredger falls below the guaranteed level, the penalty charges as mentioned at Clause 22.3 of Special Conditions of Contract shall be applicable.</p>	<p>23.0 PENALTY</p> <p>23.1 Failure to maintain the targeted depths at the Approach Jetty as mentioned at Clause 20.4 shall attract penalty as follows:</p> <p>If the depths of an area fall below the target, penalty @ 2.5% of daily hire charges shall be deducted for the applicable period (i.e for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 Metre fall in depth from the targeted depths.</p> <p>However, this shall not be applicable if the average dredging window(including the time taken for placing the dredger at the position, manoeuvring, dredging as well as removing the dredger) is less than 4 hrs per day for the entire subject period i.e. 120 hours in a 30 day's month</p> <p>23.2 In case of only one grab working during the dredging period and the dredging capacity of the one working grab being less than 125 CuM of settled solids per hour, 50% of daily hire charges and hourly running charges shall be deducted for the duration one of the grabs is non-operational on pro-rata basis considering the dredging hours only.</p> <p>In case the one working grab has a dredging capacity of more than</p>

				<p>125 CuM of settled solids per hour, the penalty of 50% as mentioned above in this clause shall not be levied. However, if the non-functional grab continues to not work for more than 72 hours at a stretch or a cumulative of 15 days in an year, there shall be a deduction of 25% of the daily hire charges and hourly running charges for the duration one of the grabs is non-operational on pro-rata basis considering the dredging hours only, despite the dredging capacity of the working grab being more than 125 CuM of settled solids per hour.</p> <p>23.3 In case of un-availability of the dredger falls below the guaranteed level, the penalty charges as mentioned at Clause 22.3 of Special Conditions of Contract shall be applicable.</p>
22.	25.1	36	HDC shall provide suitable berth subject to availability, for maintenance /repair of dredger and other crafts deployed by the Contractor as well as permit movement of Contractor's mobile crane inside the dock as and when required. HDC shall provide fresh water and shore electric supply to the dredger as practicable, on chargeable basis. However, this will not be a binding obligation on the part of HDC.	HDC shall provide suitable berth subject to availability, for maintenance / repair of dredger and other crafts deployed by the Contractor, free of cost as well as permit movement of Contractor's mobile crane inside the dock as and when required. HDC shall provide fresh water and shore electric supply to the dredger as practicable, on chargeable basis, at locations designated by the Engineer of the Contract or his representative. However, this will not be a binding obligation on the part of HDC.
23.	34.1 (a)	39	If the Contractor fails to commence operation within 60 days from the date of issue of 'Work Order'. However, Engineer shall have the discretion to grant additional time if he is satisfied that the grounds for delay are beyond the control of the Contractor.	This points stands deleted.
24.	34.3	40	KoPT also has the right to foreclose the contract without assigning any reasons by giving six month's notice. However, this clause shall	KoPT as well as the contractor has the right to foreclose the contract without assigning any reasons by giving six month's notice.

			be invoked only after expiry of 2 years from the commencement of the contract.	However, this clause can be invoked only after expiry of 2 years from the commencement of the contract
25.	Annexure – XV (5)	80	Year of build and age (not more than 15 years as on 31.07.2019)	Year of build.
26.	1.0	4	Global E-Tender under single stage two part system (Par-I: Techno-Commercial Bid and Part-II: Price Bid) are invited from for the following work from reputed, bonafide and resourceful bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.	E-Tender under single stage two part system (Par-I: Techno-Commercial Bid and Part-II: Price Bid) are invited from for the following work from reputed, bonafide and resourceful bidders which include the company, firm, consortium, group of companies and joint venture or any of their partners or members jointly or severally will be pre-qualified in terms of the Pre-qualification criteria indicated herein below as well as set out in the bid document.

The clause 20.4 at page No. 32 is amended as follows:-

On an average, two time slots of around two hours each shall be made available for dredging at the Approach Jetty each day. The time slot of around two hours shall include time taken for placing the dredger at the position, manoeuvring, dredging as well as removing the dredger.

The minimum depth at the approach jetty on the commencement day of the contract shall be treated as the base depth for approach jetty. At the Approach Jetty, the minimum increase in depth to be achieved (till a depth of 7.0 m is achieved), shall be higher of the two values i.e. (a) and (b):

a. Values as mentioned in the table below:

Sl. No.	Minimum increase in Depth to be achieved at the Approach Jetty with respect to the base depth	Time period from the commencement of operations
1.	0.3 m	3 months
2.	0.6 m	4 months
3.	0.9 m	5 months
4.	1.2 m	6 months
5.	1.5 m	7 months
6.	1.8 m	8 months
7.	2.1 m	9 months
8.	Further increase of 0.3 mtrs. per month till a depth of 7 mtrs. is reached	

b. 0.3 m more than the reported depth of the previous month.

Failure to achieve the desired depth each month shall attract penalty as per Clause 23.1 of Special Conditions of the Contract.

Dredging activity has to be carried out at the Approach Jetty round the year to achieve a minimum depth of 7.0m. There shall be no penalty as per clause 23.1 if a depth of 7 mtrs. or more is maintained

Note : The area of Approach Jetty shall be from 3m off the jetty face till Outer Transit (52.5 m) and from Section – 10 to Section 280m (Total length of 290 m).

The latest hydrographic chart of the Approach Jetty has been attached as **Annex– XVII**.

The following clauses and annexure are added:

7.1 (x). As mentioned in the Clause 35.0, an undertaking that the dredger is free from encumbrances and lien except bank loan.

22.8 During rough weather or other non working conditions, the guaranteed availability period shall stand relaxed for the period for which the conditions last and the same has to be certified by the Engineer of the Contract or his representative.

The Bill of Quantities is being amended and the amended Bill of Quantities is as follows:-

BILL OF QUANTITIES

PREAMBLE TO BILL OF QUANTITIES

44.1 The Bill of Quantities must be read with the instruction to the bidder, Drawings, General Conditions of Contract and Special Conditions of Contract & Technical Specification and the Contractor is deemed to have examined and to have thoroughly acquainted himself with the detailed descriptions of the works to be done, and the way in which it is to be carried out.

44.2 The Contractor shall be bound to carry out the work at the accepted rates and shall not be entitled to any additional claim or compensation whatsoever.

44.3 The rates quoted shall be in both figures and words and that in words shall prevail.

45.0 FORMAT OF PRICE BID

I. "DAILY HIRE CHARGE": (INR)(A) [Per day].

II. "HOURLY OPERATIONAL CHARGES": (INR)..... (B) [per hour].

[Hourly Operational Charges shall include only the cost of fuel for running the machineries based on the rate of HSD at IOCL, Haldia which is Rs.65.36 per Litre as on 20.08.2019 at IOCL, Haldia.]

III. Mobilisation charges: (INR) (C)

IV. De-mobilisation charges: (INR) (D)

Assumption (a) operational hours per day: 8 hours.

(b) The total number of days for which there shall be guaranteed availability = (365 x 5) – (15 x 5) – 30 = 1720

**V. TOTAL EVALUATED COST FOR FIVE YEARS: (INR) [(A X 1720) + (B X 8 X 1720) + (C) + (D)]
= (INR) ----- (E)**

NOTE: GST shall not be considered for evaluation.

DO NOT FILL HERE

The proforma of bank guarantee (performance bond) is being amended and the modified bank guarantee proforma is as follows:-

Annexure-XIV

**PROFORMA OF BANK GUARANTEE
(PERFORMANCE BOND)**

(In lieu of Cash Security Deposit) to be issued by Haldia / Kolkata Branch, as the case may be of any Scheduled / Nationalised Bank of India on Non-judicial Stamp Paper worth Rs.100/- or more)

To
The Board of Trustees
For the Port of Kolkata, Haldia

BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Trustees of the Port of Kolkata, Haldia (hereinafter referred to as the "Trustees"), a Body Corporate, duly constituted under the Major Port Trust Act, 1963 (Act 38 of 1963), having agreed to exempt.....a Proprietary / Partnership / Limited / Registered Company, having its Registered office at (hereinafter referred to as the "Contractor") from cash payment of Security Deposit / Payment of Security Deposit through deduction from the Contractors' bills under the terms and conditions of a contract made between the Trustees and the Contractor for.....(write the name of the work as per Work Order) in terms of the Work Order No.....dated(hereinafter referred to as the 'Contract'), for the due fulfilment by the contractor of all the terms and conditions contained in the said contract, on submission of a Bank Guarantee for (Rs.....), we.....Bank.....Branch....., do, on the advice of the contractor hereby undertake to indemnify and keep indemnified the Trustees to the extent of the said sum of Rs.....(Rupees.....). We, Bank.....Branch, further agree that if a written demand is made by the Trustees through any of its officials for honouring the Bank Guarantee constituted by these presents, We ... Bank..... Branch, shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the Trustees within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of "Kolkata Port Trust, Haldia Dock Complex" without any demur. Even if there be any dispute between the contractor and the Trustees, this would be no ground for us..... (Name of Bank).....Branch, to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the Trustees to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the contractor.

2. We..... Bank.....Branch, further agree that a mere demand by the Trustees at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time

aforesaid without reference to the contractor and no protest by the contractor, made either directly or indirectly or through Court, can be valid ground for us.....Bank.....Branch, to decline or fail or neglect to make payment to the Trustees in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and effect, during the period that is taken for the due performance of the said contract by the contractor and that it shall continue to be enforceable till all the dues of the Trustees under and/or by virtue of the terms and conditions of the said contract have been fully paid and its claim satisfied and/ or discharged in full and/or till the Trustees certify that the terms and conditions of the said contract have been fully and properly observed/fulfilled by the contractor and accordingly, the Trustees have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20..... and subject also to the provision that the Trustees shall have no right to demand payment against this guarantee after the expiry of 6 (six) calendar months from the expiry of the aforesaid validity period up to.....or any extension thereof made by us Bank Branch, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the Trustees, only on a written request by the Trustees to the contractor for such extension of validity of this Bank Guarantee.

4. We.....Bank.....Branch, further agree that, without our consent and without affecting in any manner our obligations hereunder, the Trustees shall have the fullest liberty to vary from time to time any of the terms and conditions of the said contract to extend the time for full performance of the said contract including fulfilling all obligations under the said contract or to extend the time for full performance of the said contract including fulfilling all obligations under the said contract by the contractor or to postpone for any time or from time to time any of the powers exercisable by the Trustees against the contractor and to forebear or enforce any of Terms and Conditions relating to the said contract and we..... Bank.....Branch shall not be relieved from our liability by reason of any such variation or extension being granted to the contractor or for any fore-bearance, act or commission on the part of the Trustees or any indulgence by the Trustees to the contractor or by any such matter of thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch.

5. We,.....Bank.Branch, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the Trustees in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH..... (OFFICIAL SEAL OF THE BANK)

The following annexures are added:

Annexure-XVIII

FORMAT OF AFFIDAVIT FOR ESI EXEMPTION

(On the Rs. Ten Non Judicial Stamp paper)

BEFORE THE 1st. CLASS MAGISTRATE AT.....

AFFIDAVIT

Ison ofaged
about.....year, by faithby occupationresiding
at....., do hereby solemnly affirm and declare as follows:-

**THAT I am the proprietor/ partner ofhaving office at..... and
carrying on business on the same name and style.**

**(In case the above Deponent is an enlisted contractor at Haldia Dock Complex,
Kolkata Port Trust, the same should be mentioned in the affidavit).**

**That my aforesaid firm is exempted from E.S.I. Act and the said firm has no valid
ESI registration.**

**That the present affidavit is to be filed before the Haldia Dock Complex, Kolkata
Port Trust as per the clause No.....of the tender No.....issued
by Haldia Dock Complex, Kolkata Port Trust in respect of the work (the work is to be
mentioned). THAT the statements made above are all true to the best of my knowledge and
belief. Identified by me.**

DEPONENT

INDEMNITY BOND

BY THIS BOND I, Shri/Smt..... Son of Shri/Smt.....residing athaving occupation the Partner / Proprietor / Directorhaving office at, am a tenderer under Marine Department

,Haldia Dock Complex, Kolkata Port Trust (A statutory Body under MPT Act ,1963). WHEREAS , the said Haldia Dock Complex, Kolkata Port Trust had asked the every tenderer , who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in favour of Marine Department ,Haldia Dock Complex, Kolkata Port Trust against all damages and accidents to the labourers tenderer / contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the tenderer /contractor named herein above shall indemnify the Haldia Dock Complex, Kolkata Port Trust against all damages and accidents occurring to the labourers of the tenderer /contractor as demanded by Haldia Dock Complex, Kolkata Port Trust during the execution of the work stated in NIT No..... AND the Contractor hereunder agree to indemnify and at all times keep indemnified the Haldia Dock Complex, Kolkata Port Trust and its administrator and representative and also all such possible claim or demand for damages and accidents.

I N WITNESSETH WHEREOF I the Partner / Proprietor/ Director..... hereunto set and seal this the day ofin the yearat

Sureties Signature of the Indemnifier

a) Name :
Signature :
Address :

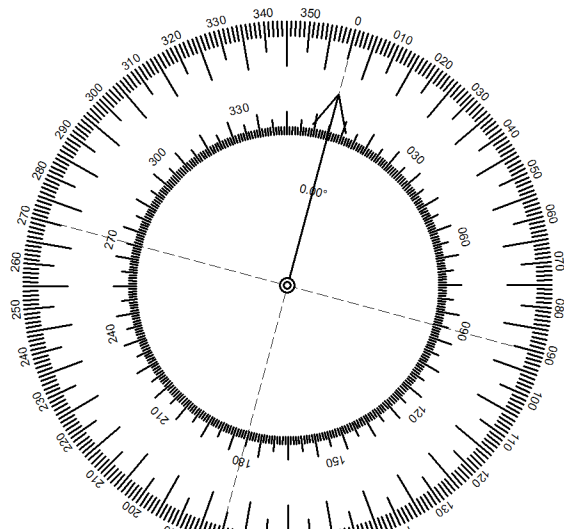
b) Name : Signature
: Address :
Witnesses
Name :
Signature :
Address :

N 22°1'30"

E 88°5'15"

E 88°5'20"

RESTRICTED

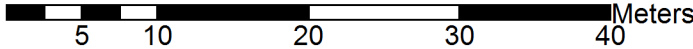


Plan No. HD - 113 / 2019

HALDIA DOCK ENTRANCE

NATURAL SCALE = 1:500

Scale: 1 cm = 5.00 Meters



SOUNDING IN METRES REDUCED TO 2.82 METRES BELOW M.S.L.

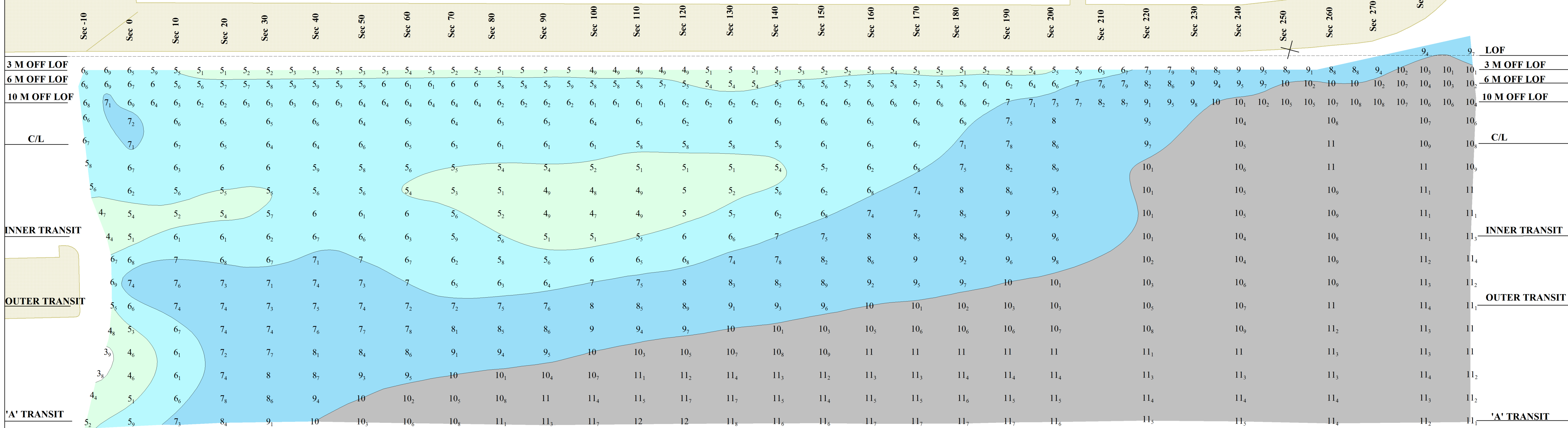
PROJECTION : TRANSVERSE MERCATOR

HORIZONTAL DATUM : WGS 84

MAXIMUM DREDGED LEVEL 10.06 METRES REDUCED (C.E. KOLKATA)

Surveyed : 20th August, 2019

By : R.K.Roy



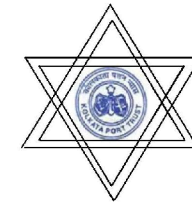
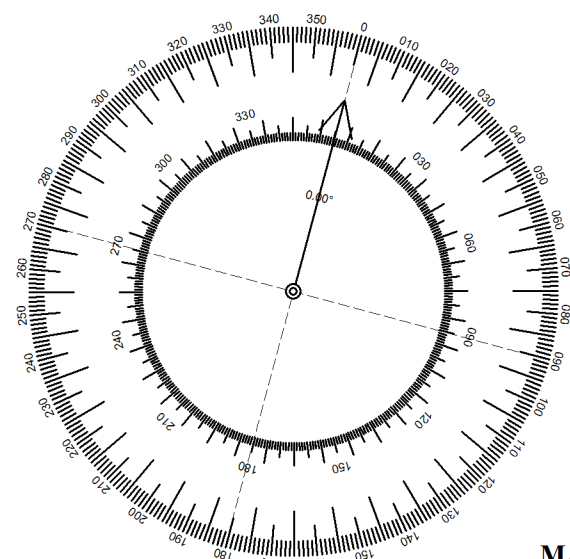
MARINE DEPARTMENT, KOLKATA PORT TRUST

WGS 84

E 88°5'15"

E 88°5'20"

N 22°1'30"



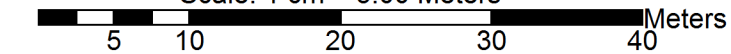
Plan No. HD - 116 / 2019

HALDIA DOCK ENTRANCE

Surveyed : 27th August, 2019
By : R.Kumar

NATURAL SCALE = 1:500

Scale: 1 cm = 5.00 Meters

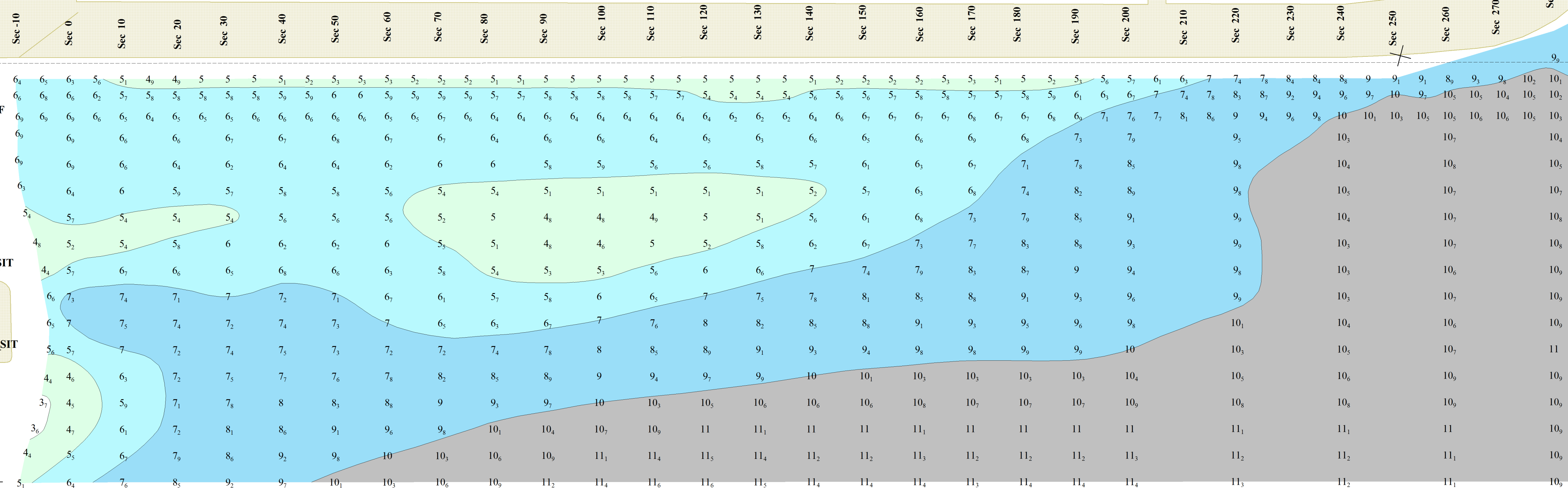


SOUNDING IN METRES REDUCED TO 2.82 METRES BELOW M.S.L.

PROJECTION : TRANSVERSE MERCATOR

HORIZONTAL DATUM : WGS 84

MAXIMUM DREDGED LEVEL 10.06 METRES REDUCED (C.E. KOLKATA)



MARINE DEPARTMENT, KOLKATA PORT TRUST

WGS 84

E 88°5'15"

E 88°5'20"

N 22°1'30"