

Amendment to the Ref. Tender No. KoPT/MRN/SDDS/GBL/MDRG/HAL/III of July 2016 and E-Tender/Event No. KoPT/Haldia Dock Complex/MO Div/10/16-17/ET/133 for Maintenance Dredging in Hooghly Estuary in the shipping channel of Kolkata Port.

Sl. No.	Subject	Clause and Page	Original Provision	Revised provision
1.	Instruction to E- tendering.	Clause-9 note of Sl. No.9, Page-8	The techno commercial bid and price bid cannot be raised once the submit button has been clicked by the bidder.	The techno commercial bid and price bid cannot be revised once the submit button has been clicked by the bidder.
2.	Other Instructions.	Clause 4.4	Tender Document (Non-transferable) will be available from the office of the General Manager, Marine, 15, Strand Road, Kolkata-700001. 'Tender document may be downloaded from www.mstcecommerce.com/eprochome '. Parties downloading the tender document from websites should ensure submission of the Receipt from Treasurer, KoPT for an amount of Rs.20,000/-, being the cost of Tender document, failing which the tender will not be considered.	Tender document shall be downloaded from www.mstcecommerce.com/eprochome '. Parties downloading the tender document from websites should ensure submission of tender fee amounting of Rs.20,000/-, through RTGS/NEFT, failing which the tender will not be considered.
3.	Instruction for filling up price bid.	Clause-12.4	Escalation / De-escalation on account of fuel only will be payable / recoverable in this contract. The bid amount is to be based on the prices of fuel prevailing on 01.07.2016 . This base price shall be inclusive of all taxes, duties, freight etc., as payable to Indian Oil	Escalation / De-escalation on account of fuel only will be payable / recoverable in this contract. The bid amount is to be based on the prices of fuel prevailing on 01.10.2016 . This base price shall be inclusive of all taxes, duties, freight

			<p>Corporation on 01.07.2016 at Haldia. Any change in the price of fuel will be paid / recovered to / from the contractor as per the Variation Formulae given below on the basis of the charge including taxes, duties, and freights etc. paid by the contractor. The contractor shall prefer his claim pertaining to this variation along with monthly bill.</p> $R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}.$ <p>Where, R = Amount to be paid / recovered. V = Payment paid to the contract or for that particular period. I₀ = Price of fuel as on 01.07.2016 at Haldia. I = Changed price of fuel at Haldia.</p>	<p>etc., as payable to Indian Oil Corporation on 01.10.2016 at Haldia. Any change in the price of fuel will be paid / recovered to / from the contractor as per the Variation Formulae given below on the basis of the charge including taxes, duties, and freights etc. paid by the contractor. The contractor shall prefer his claim pertaining to this variation along with monthly bill.</p> $R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}.$ <p>Where, R = Amount to be paid / recovered. V = Payment paid to the contract or for that particular period. I₀ = Price of fuel as on 01.10.2016 at Haldia. I = Changed price of fuel at Haldia.</p>
4.	Duties & Taxes	Clause-13.1	<p>The charge quoted by the bidders shall be inclusive of all taxes and duties as on 01.07.2016 whether Indian or Foreign, direct or indirect, except Service Tax including Swatch Bharat & Krishi Kalyan Cess. Service Tax will be payable extra by KoPT at actual on submission of CENVATABLE document as applicable. Any modification (addition</p>	<p>The charge quoted by the bidders shall be inclusive of all taxes and duties as on the last due date of submission of bid whether Indian or Foreign, direct or indirect, except Service Tax including Swatch Bharat & Krishi Kalyan Cess. Service Tax will be payable extra by KoPT at actual on submission of</p>

			<p>/deletion/alteration including implementation of GST) in taxes or duties in future by the GOI after 01.07.2016 will be adjusted separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied after 01.07.2016, if any, on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties after 01.07.2016. But any recovery due on account of any modification in taxes or duties after 01.07.2016 shall be determined and made by KoPT from the amount payable under the contract. Service Tax as applicable would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.</p>	<p>CENVATABLE document as applicable. Any modification (addition / deletion / alteration including implementation of GST) in taxes or duties in future by the GOI after the last date of submission will be adjusted separately at the material time. Therefore, the detailed tax break-up considered in the quoted price should also be submitted by the bidders along with their price bid in order to assess the impact of future tax levied after the last date of submission, if any, on the contract price. Any offer without the detailed tax break-up, if becomes the lowest price-bid and is accepted by KoPT with or without any negotiation of price, shall not be entitled for reimbursement of any additional amount due to modification of taxes or duties after the last date of submission. But any recovery due on account of any modification in taxes or duties after the last date of submission shall be determined and made by KoPT from the amount payable under the contract. Service Tax including applicable Cess would also be imposed on all deductions and penalties on the contractor. However, as KoPT is not a Registered Body Corporate, it is not liable to pay Service Tax under “Reverse Charge” mechanism.</p>
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5.	Mobilization Period.	Clause-14.1.1	On placement of 'Letter of Intent', the dredgers & equipment are to be mobilized at Haldia and commence dredging within 30 days and commence operation.	On placement of 'Letter of Intent', the dredgers & equipment are to be mobilized at Haldia and commence dredging within 90 days and commence operation.
6.	Interpretation of Terms	Clause -15.0		<p>The following to be added:</p> <p>The GENERAL MANAGER FINANCE- The expression 'The General Manager Finance' means the office holding that post under the Trustees and includes his successors in office.</p>
7.	Base Level, Targeted Depths and silt volume norms.	Clause-25.5	The depth at Auckland is to be maintained at 4.6 metre, which is the targeted depth for Auckland throughout the contract period.	As per KoPT's consultant, Contractor shall maintain a depth of 3.5 m at Auckland over a width of 115 m for safe passage of Dredgers/ Barges for which dredging quantity of 1.88 MM ³ is envisaged. However payment may be made by KoPT upto 25 % over and above the quantity to maintain the above depth if necessary.
8.	Base Level, Targeted Depths and silt volume norms.	Clause-25.7	KoPT is contemplating silt trap dredging at the mouth of river Haldi to prevent flow of silt in the shipping channel. In the event of execution of silt trap dredging, the norm at Jellingham & Haldia Anchorage will be adjusted on the basis of actual dredging	KoPT is contemplating silt trap dredging at the mouth of river Haldi to prevent flow of silt in the shipping channel. In the event of execution of silt trap dredging, the norm at Jellingham including Haldia Anchorage will be

			carried out by this method.	reduced by 0.5 MM ³ .
9.	Disincentive and penalty.	Clause-26.3	In case the depth at Lower Auckland (both Upper & Lower Parts) is below 4.6 m at the time of handing over the site, the contractor will be allowed one year time to improve the depth to 4.6 m. If the depth goes below 4.0 at Auckland from the 2 nd year onward of the contract then a penalty of 5% of equivalent monthly amount derived from BOQ for Auckland only shall be deducted for the applicable period for each 0.1m shortfall from 4.0 Metre.	Deleted.
10.	Interpretation of contract documents, disputes & arbitration.	Clause-43.2	If the Contractor is dissatisfied with any such decision of the Engineer/his representative, he shall within 15 days after receiving notice of such award/ decision, requires that the matter shall be referred to Chairman, who shall thereupon consider and give a decision.	If the Contractor is dissatisfied with any such decision of the Engineer / his representative, he shall within 15 days after receiving notice of such award / decision, requires that the matter shall be referred to Chairman, who shall thereupon examine the dredging related dispute by a Committee consisting of GM (Finance), Director, Marine Department & GM (Marine) under his chairmanship and submit its recommendation to the Board for taking a view on the dispute.
11.	Dredger's and equipment's encumbrances on contractor.	Clause 46.0	The contractor shall submit an undertaking that the contractual dredgers and ancillary equipment are free from all encumbrances and lien.	Bidder should satisfy KoPT with appropriate documents that he enjoys full control over the equipments to be deployed for execution of the work throughout the contract. The dredgers/equipments/barges are to

				<p>be deployed for the work will be of absolute ownership, disponent ownership, time charter and bare boat charter.</p> <p>in case the dredging firm do not own the dredger to execute the maintenance dredging work by other modes of arranging the dredgers/equipments/barges by wet leasing, hiring etc. the contractor has to pay additional security deposit of 5% in addition to the security deposit indicated in the tender which will be returned without interest after satisfactory completion of the dredging work. In addition to above, the details of arranging the dredgers/equipments/barges for the work with “Irrevocable Letter of Authority” from the owner to be produced by the bidder to the effect that dredgers/ equipments/ barges so chartered/ hired shall not be withdrawn till completion of the work.</p>
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12. Clause-24.4 of Special Conditions of Contract to be replaced by the following:

24.4 The particulars of shipping channel from Haldia Anchorage to Eden including Auckland along with salient deliverables / milestones of the work are as follow:

Sl. No.	Areas	Limits	Length (KM)	Width (m)	Present navigable depth (m)	Proposed depth to be maintained (m)	Annual dredging requirement as estimated by KoPT consultant (MM ³)	Dumping ground	Distance of dumping ground (KM)	Hydro-graphic Chart. Plan No.
1.	Haldia Anchorage	22°00'54'' N to 22°00'00'' N	2.3	345	4.0	To be maintained at the levels of Jellingham.	0.77	Lower Sagar Area (Lat 21° 32'48''N Long. 087° 59'54''E)	45	
2.	Jellingham	22°00'00'' N to 21°54'00'' N	11.0	345	3.8	<p>1st Year: The navigable depth is to be increased by 0.1 M from Base Level and this increased depth will be the targeted depth of 2nd year.</p> <p>2nd Year: The targeted depth for 2nd year is to be increased further by 0.1 m during the year and this increased depth shall have to be maintained during the remaining period of the contract.</p>	4.75	Lower Sagar Area (Lat 21° 32'48''N Long. 087° 59'54''E)	42	

3.	Lower ellingham Crossing	21°54'00" N to 21°51'24" N	4.8	345	4.7	Dredging presently.	not	envisaged	Nil	--	--	
4.	Upper Auckland Bar	21°51'24" N to 21°47'00" N	8.1	345	5.4	Dredging presently.	not	envisaged	Nil	--	--	

5.	Eden	21° 47' 00'' N to 21° 42' 00'' N	9.3	460	4.5	The depth at Eden shall be maintained at a level of 0.5 m more than that of Jellingham.	0.47	Lower Eden Area (Lat 21° 30' 00'' N Long. 087° 53' 00'' E)	26	
6.	Lower Auckland (Upper Part)	21° 47' 00'' N to 21° 42' 00'' N	5.5	115	2.7	3.5	1.88	Lower Sagar Area (Lat 21° 32' 48'' N Long. 087° 59' 54'' E)	22	

7.	Lower Auckland (Lower Part)	21° 42'00" N to 21° 38'00" N	5.0	115	4.7	Dredging not envisaged presently	0.52	Lower Sagar Area (Lat 21° 32'48"N Long. 087° 59'54"E)	13	
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The dredging and dumping areas duly demarcated in relevant charts are at **Attachment-A**.

PRE-BID QUERIES OF M/s. Van Oord.

Sl. No.	REFERENCE OF BIDDING DOCUMENT				KoPT Reply
	Page No.	Clause No.	Item	Bidders' Query	
1.	5	3	Tender Authority	The tender date is requested to be extended by about 3 weeks from the date of issuing clarifications.	Not accepted.
2.	15	5.0	Security Clearance	Since the KoPT does not intend to open the Price bids till the obtaining of the Security Clearance,	Not accepted.

				<p>it is requested that the Price bids be taken after the obtaining of Security Clearances, so as to enable all Bidders enough time to complete their evaluation of the works involved.</p> <p>The time given for Price bids could be reduced to the minimum as the complete Pre-qualification and Security Clearance issues would have been completed.</p>	
3	30	17	Details of Dredging done in earlier years.	<p>KoPT may kindly provide the following info:</p> <p>a. T he number and capacity of Dredgers deployed by DCI in the years 2012-13, 2013-14, 2014-15 and 2015-16 to date.</p> <p>b. T he Bulk Density used in the calculation of such quantities. Lab reports supporting such testing of Bulk Density.</p> <p>c. C opy of a typical Dredging report of a DCI Hopper deployed at Jellingham</p>	The dredgers deployed along with particulars and the quantity dredged including statement of Bulk densities for the year 2015-16 may be obtained from the office of Superintendent, Dredger and Despatch Service, KoPT Head Office, 15, Strand Road, Kolkata-700001.
4	33	24.1	Scope of work	<p>The Clause permits the Contractor to look for alternate techniques and bid accordingly. However deviations and qualifications are not permitted in the submission. Alternate techniques may require alternate payment modalities / amendments to the Price Bid etc. Employer may kindly clarify on the above issue.</p>	Bidder is free to propose alternative technique subject to fulfilling evaluation criteria as specified at clause 27.0.
5	33	24.5	Shore pumping at	Kindly confirm, if this is mandatory or if the	This is not mandatory.

			Nayachara	Contractor has a choice of not using this option if this is a more costly activity.	
6	35	24.6	Rainbowing / side casting.	<p>The restrictions on the rain-bowing and side casting may be explained in detail as this is not clear to us.</p> <p>Can the Contractor rainbow at other times as well in case it is considered as a better option?</p>	This is the recommendation of Consultant. Rain bowing conditions are given in clause 24.6. The proposed dredgers must have facilities for carrying out rain bowing/side casting
7	20	24.7	Dredging Scope	<p>This Clause says that KoPT is at liberty to direct the contractor to dredge in other areas.</p> <p>Details of this may kindly be given and the mode of payment for this has been informed in clause-32.4 in Page 40 as to be mutually agreed. Kindly confirm the position if the concerned parties cannot agree on a price for the same.</p> <p>Employer may kindly clarify and specify the scope in unambiguous term as it is not possible for Contractor to allow for such variations and open risks</p>	For working in other locations the rate, terms and conditions to be mutually agreed.
8	36/37	25 and 26	Base Level	<p>The Contractor can only dredge to the capacity to the Dredger deployed with an aim to maintain the target depths. The changes in the depths could be due to excessive siltation that occurs in the Haldia Channels at times and cannot be foreseen by a Contractor.</p> <p>The Contractor will deploy dredgers of a certain capacity and type based on the requirements</p>	Kindly refer clause 25.0 in conjunction with amendment.

				<p>forecast by the Employer and agreed before the agreements are signed and cannot be held responsible for any changes in depths due to siltation which cannot be a Contractors risk.</p> <p>The only methodology should be payment as measured in the hopper objectively in a mutually agreed manner.</p> <p>Employer is kindly requested to delete / amend clauses accordingly to remove any penalties.</p>	
9	36	25.6	Norm maintenance dredging for	<p>Please inform the basis for this norm of 5.52 Million m³ for the year, 5.67 Mill for year 2 and 5.82 Mill M³ from year 3 onwards.</p> <p>What Bulk density has been considered for such a calculation?</p>	The norms have been set by KoPT's consultant IIT(M) and BCG.
10	38	28	Additional Dredgers and equipment.	<p>The Contractor can only dredge to the capacity of the Dredger deployed with an aim to maintain the target depths. The changes in the depths could be due to excessive siltation that occurs in the Haldia Channels at times and cannot be foreseen by a Contractor.</p> <p>The Contractor will deploy dredgers of a certain capacity and type based on the requirements forecast by the Employer and agreed before the agreements are signed and cannot be held responsible for any changes in depths due to Siltation which cannot be a Contractors risk.</p>	Not Accepted

				<p>The only methodology should be payment as measured in the hopper objectively in a mutually agreed manner.</p> <p>Employer is kindly requested to delete / amend clauses accordingly to remove and penalties.</p>	
11	38	30.3	Improving Dredger Efficiency as and when necessary	<p>It is not clear what the Resident Engineer and Dy. Resident Engineer will contribute to the efficiency of the dredger as and when necessary.</p> <p>Employer may kindly clarify as this aspect please. Instructions leading to changes in scope shall constitute a variation order with associated costs and extension of time.</p>	No Change.
12	39	31	Limits of Excess / Lesser Siltation.	<p>Excess siltation can occur at the Jellingham bar and also other areas from Eden to Haldia. The Contractor has not control on this. As mentioned above it is the employer who has to plan for this.</p> <p>The basis of the quantities mentioned in the tender (in the last tender it was the 5.0 to 5.30 mill per year) is itself not clear, nor on which bulk density (actual of 1.62 or 1.79) is this calculation based.</p> <p>The limitation of 25% extra may kindly be revisited and removed and the Contractor needs to be paid actual for the amount of volume dredged.</p>	<p>Bulk densities for the year 2015-16 may be obtained from the office of Superintendent, Dredger and Despatch Service, KoPT Head Office, 15, Strand Road, Kolkata-700001.</p> <p>Other suggestions proposed not acceptable.</p>

				<p>In case there is excess siltation for any reason, it is suggested that the Employer and Contractor should discuss the situation and take corrective action including mobilizing additional equipment at additional costs and time.</p> <p>Employer is requested to delete / modify the clause accordingly and define a clear scope whether the aim is to dredge a certain quantity per year or to maintain target depths.</p>	
13	46	45.3	Contractors Right to terminate	<p>For a balanced contract. It is suggested that a standard FIDIC Clause be included where in the Contractor shall have the right to suspend and terminate in case of Employer default. Suggested 90 day period is too long.</p> <p>Additionally we propose to include the following text in the revised Clause:</p> <p>Upon Termination of contract, the contractor shall be entitled to receive payment of only 90% of the value of the work actually done or materials actually supplied by him and subject to recoveries as per the contractors, provided the work done and materials conform to specifications at the time of taking over by the Trustees.</p>	Not acceptable.
14	46	47	Measurement	<p>The Bulk Density proposed of 1.79 is higher than the actual bulk density of material being dredged in Jellingham where the measured</p>	No change.

				<p>density, we understand is 1.62</p> <p>We suggest that the payment should be for actual quantity dredged and not for an arbitrary figure as the dredger will be fitted with the necessary measuring devices; samples are taken by the Client and tested in the client monitored laboratory.</p> <p>Employer is requested to suggest a suitable alternate methodology (based on the Deadweight of Dredge Mixture being transported, which can be accurately measured by the DLM and is being following in some parts like Kochi which removes an ambiguity).</p>	
15	48	51	Force majeure	<p>It is humbly suggested that a FIDIC form of Clause for Force Majeure may please be included.</p> <p>The item “Strike” could include the Employer employers and this cannot be a Force Majeure</p> <p>Contractor has to be given a right to terminate and demobilize if the situation lasts for more than 28 days.</p> <p>Consequences of Force Majeure may clearly be defined in the revised clause.</p>	Not acceptable.
16	34	55	Price Bid Format	<p>Employer is also suggested that idle time rates be included for dredgers and equipment which cannot operate due to the stoppage of access to</p>	Not acceptable since KoPT does not envisage any idling.

				Site or any instruction from the Engineer / employer and which is beyond the control of the Contractor.	
22	5	2.3	Engineers Power and Authority	<p>The Powers of the Engineer indicate he can alter, modify the specification, order any variation alternation and modifications of the work and for extra works.</p> <p>This could have an impact on the costs of works. Employer requested to clarify that additional costs and time will be given and Contractor is obliged to perform such variations only if possible with equipment available on site.</p>	Not acceptable.
23	6	3.1	Risks and Contingencies	Employer may kindly note that this is a maintenance dredging contract only and the type of material to be dredged is clearly mentioned in the technical Specifications. Cl.19 of the Tender document and thus excludes any debris, wreck, other sunken objects and obstructions.	No underwater obstruction exists.
24	9 and 22	Cl. 3.6 and 9.3	Return of Security Deposit	It is requested that the Security Deposit be returned upon completion of the performance of the works and unconditionally as this is only for the performance of the works.	Security deposit shall be returned on successful completion of the contract.
25	14	Cl.4 .23	Lien on Equipment	<p>Employer is requested to amend the Clause to the following:</p> <p>Dredging equipment brought for the works shall not be removed without the permission of the Engineer / Employer and such permission shall not be unreasonably withheld.</p>	Bidder should satisfy KoPT with appropriate documents that he enjoys full control over the equipments to be deployed for execution of the work throughout the contract.

				The existing clause will have substantial legal issues which cannot be accepted.	
26	14	5.3	Working Hours	Employer is requested to confirm that the Dredging operations are permitted on a 24 x 7 basis including public holidays without any stoppages prescribed vide this clause.	There is no restriction on working hours.
27	16	5.11	Suspension on instruction of Engineer.	Employer is requested to include the following text in this clause : During such suspension The contractor shall protect and secure the work to the satisfaction of the Engineer or his representative.; All extra expenses in giving effect to such order shall be considered by the Trustees	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and 23.0
28	16	5.12	Time for issue of taking over certificate.	The Employer is requested to reduce the period of issue of the takeover certificate to 3 days from the date of completion of the works as this is time based contract.	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and 23.0.
29	17	6	Payment Terms	The Payment terms should be clear of the following: a. In interim Bills to be raised monthly. b. Time allowed for the Engineer (normally 7 days) for certification. c. Copy of the Certification amount to be given to the Contractor.	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and 23.0.

				<p>d. Payment to be made within a stipulated time (28 days).</p> <p>e. In case there is any delay in payment, it should be considered as a default of the Employer and the Contractor shall have the right to Suspend (at Employer costs and time) after giving due notices, and terminate if the default is not made good.</p> <p>f. All delayed payments shall attract penal interest of SBI Base rate + 3% as this is an INR Contract. The present clause which is applicable does not indicate any of the items above.</p>	
29	20	8.0	Liquidated damages	Employer may kindly confirm that this clause does not apply for this contract as this is a Period based Contract.	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and 23.0
30			Consequential losses	Employer may kindly confirm that each party is not responsible for the consequential losses of whatever nature to the other party.	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and 23.0
31	23	10	Dispute Resolution	Employer may kindly clarify that the Clause No.43 of the Special Conditions supersedes this clause and Arbitration and Conciliatory Act 1996 applies.	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and 23.0
32			Licences & Permit	Employer may kindly confirm that they will provide with all the Licenses and Permits for Dredging, disposal and Environmental	Special Condition of Contract will prevail over GCC. Please refer Clause No.7.14 and

				requirements.	23.0
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Dredging Corporation of India Ltd.

Sl No.	Reference of tender document.				Bidder's Query	KoPT Reply
	Part / Vol.	Page No.	Clause No.	Subject		
1	NIT	18	8.0	Earnest Money Deposit	It is requested to consider Bank Guarantee validity period to 120 days.	Not accepted
2	NIT	18	9.0	Security Deposit	It is requested that the security deposit be released within 07 days after successful completion of the work.	Security deposit will be released on successful completion of the contract
3	NIT	20	10.12	Kolkata Port Trust reserves the right to ask any one of the bidders.	It is requested that being a competitive bid, contractor is not bound to provide any price breakup or justification for the rates. Requested to modify the condition suitably.	Not accepted
4	NIT	27	12.3	Validity of price	Requested to limit the price bid validity to 90 days from the date of opening of Part-I as keeping the High Cost equipment for such a longer period is financially loss to the contractor.	Not accepted
5	NIT	28	13	Duties & Taxes	Please confirm VAT, Works contracts Tax or any other Tax is applicable for this dredging work.	Presently service tax with admissible cess is applicable for dredging works.
6	Tech Spec	18	20.1	The least recorded depth in one neap survey shall	It is requested that average of lowest 25% of soundings shall be considered for depth short fall and evaluation of incentive / disincentive for payments to the contractor.	Not accepted.

				remain valid till the next neap survey and shall form the basis of calculating reduction and disincentive of monthly payout.		
7	Tech Spec	32	20.3	Surveys	The survey launch fitted with equipment will be provided by the contractor for carryout joint surveys during the contract period. Kindly confirm the processing will be done by the employer.	Processing will be done jointly
8	Tech Spec	32	21	Minimum interference with navigation / Pilotage.	<p>Please consider to add clause for idle time charges which will be paid for every hour @ 80% of the respective hourly equivalent of daily hire rates. Idle time charges will be payable for;</p> <p>a) Suspension of dredging work for shipping movements.</p> <p>b) Dredging operations suspended at the instructions of port authorities.</p> <p>c) Idling due to third party intervention.</p> <p>d) Idling due to adverse weather conditions.</p>	Not acceptable since KoPT does not envisage any idling.
9	SCC	36	24.9	Scope of Work	The dredgers shall be capable of carrying out simultaneous rain bowing / side casting as well as filling hopper and the nozzle should be fitted at an angle of 60° to 90° from centreline of the dredger with 45o vertical	It may be noted that the calibration certificate submitted by the

					<p>angle. Rain bowing with a nozzle angle of 30o to 45o is practicable and also it is not clear, how the dredged quantity would be taken when the dredger is carrying out simultaneous rain-bowing, side casting.</p> <p>As such KoPT is requested to accept for nozzle angle between 30° to 45° and to clarify the methodology for quantifying the dredged material during rain-bowing / side casting for the purpose of arriving dredged quantity per annum</p>	<p>contractor as per clause 47.0 must clearly state that 1) the sensors/instruments for measuring variable parameters have been properly calibrated, 2) The algorithm used in the software of the load recorder for measuring volume of dredged materials is strictly in accordance with the measuring formula given in the relevant clause (clause 47.1 or 47.2) and 3) the fixed or variable parameters and the formula, which will be used in the load recorder for measuring volume of dredge materials, cannot be tampered with/ altered by the</p>
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						users without the written consent by the Engineer of the Contract.
						Not accepted
10	SCC	37	26.0	Disincentive and Penalty.	Request to add suitable clause for incentive for each 0.1 m rise of navigable depth. Also for the purpose of incentives / disincentives, the minimum depth shall be evaluated on the basis of average of lowest 25% soundings.	Not accepted
11	SCC	38	31.0	Compensation / cutback for excess / lesser siltation	Employer is requested to confirm it is applicable only for additional payment of the excess siltation and not to deduct on account of less siltation as long as the designed depths are maintained.	Payment is based on the executed quantity of the work, subject to maximum monthly lump sum derived from BOQ
12	SCC	39	32.0	Payment terms	It is requested that the monthly payment should be made within 15 days of receipt of corrected bills. Final bill shall be paid within 30 days. Also requested to include provision for payment of interest on delayed payments beyond due date at the rate PLR 2%. The PLR means PLR of State Bank of India as on due date of payment.	Not accepted. Please refer clause 32.0.
13	SCC	40	35.0	Responsibilities of KoPT	Please provide us the tariff rates of fresh water. Also contractor enters the working area only for employer's work; therefore please allow contractors personnel, vehicles and equipment without any entry	Tariff rates of fresh water is available in KoPT web site for further

					charge or fee. Please also confirm on pilotage operations provided by KoPT are free or chargeable basis.	clarification please refer clause 35.0
14	SCC	40	35.1	Responsibilities of KoPT	Employer is requested to provide berth facility a free of cost during the contract period for a minimum 3 days in a month for each dredger.	See clause 35.1
15	SCC	41	35.5	Responsibilities of KoPT	KoPT will post one liaison Officer for read and record the dredging, operating, breakdown etc. In case of deploying of barges, how the certification will be done. Further it is Stated that the dredging reports along with Neap Survey reports will form the basis of payment under the contract, which would be required to be submitted in triplicate to the Engineer every week. This may be clarified as Neap Survey Report will be prepared once in two weeks and not every week.	Barge to be fitted with suitable DLM for measuring the quantity.
16	SCC	42	41	Contractor's Working Area	Please provide the rates of the areas that could be provided for working area.	KoPT's standard rate will apply.
17	SCC	45	45.0	Termination of Contract	Please include provision for contractor being compensated for the loss of opportunity, if the contract is terminated without any sufficient reason for contractor being at fault.	Not Acceptable
18	SCC	46	47.0	Measurement of volume of dredged materials.	It is requested that pre-determining of bulk density for calculating the volume is not appropriate. The bulk density may be considered as per the samples collected and tested.	Statement regarding Bulk Density may be obtained from KoPT.
19				Underwater obstructions	Please confirm the dredging area is clear of any kind of underwater obstructions which can hamper dredging work or affect dredgers. Also in case of idling of dredger	No underwater obstruction exists.

					due to encountering of underwater obstructions, the idle time charges would be applicable.	
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MERCATOR DREDGING LTD

Sl. No.	Clause No.	Page No.	Page No. Query / Clarification required.	KoPT's Reply.
Notice Inviting E-Tender:				
1	1(i)	3	It is stated that the BG towards EMD in original must physically reach the office of the Engineer of the Contract before opening of the techno commercial bid. While the scanned copy of the BG towards EMD shall be uploaded online, we request the Employer to consider one week time for physical submission of original BG after last date of bid submission.	Cannot be considered.
2	9 (Note)	8	Please correct the work "raised" to "revised" to have correct meaning.	"raised" to be read as "revised".
Tender Notice:				
3	4.4	14	It is stated that the parties downloading the tender document from website should ensure submission of receipt from Treasurer, KoPT being the cost of tender document, Failing which the tender will not be considered. However, as per clause No. I (ii), the bid document fee / tender cost shall be paid through RTGS / NEFT but not through treasury receipt. Please clarify and confirm.	May be paid through NEFT/RTGS.
4	4.5	15	We request the Employer to extend the last date for submission of bids suitably by giving at least 3 weeks' time after providing pre-bid clarifications and corrigendum / addendums if any to enable the bidders to organize the Bid Security and other bid documentation.	Not accepted
5	6.2 m	16	As per Govt. Guidelines, the Security Clearance if already provided to a Bidder in a particular port, the same will be valid for 3 years. Since, our	Bidder is required to fill up the security

			Company has already been provided with Security clearance for other tender at Kolkata which is valid at present, please confirm whether the details for obtaining security clearance to be provided again or otherwise.	clearance format provided in the tender validity of the same will be decided by KoPT in line with GOI guidelines.
6	9.4	19	Please indicate the tentative date of commencement of dredging operation.	January 2017
7	10.14	20	It is stated that the original and all copies of the bid shall be typed. Since the bid submission is online. Please clarify whether the physical Bid document in original and copies if any required to be submitted or otherwise.	Nothing to be submitted physically except BG.
8	12.4	27	The Base price of fuel for the purpose of Escalation / De-escalation shall be considered as on the late date of submission of bids but not 01.07.2016 as there may be change in price of fuel before 23.08.2016 i.e. last date of submission of bids. Please consider.	Base price of the fuel to be considered as on 01.08.2016 instead of 01.07.2016
9	12.4	28	In the Variation Formula, "I" should be defined as "The average price of fuel during the month under consideration" as there may be possibility of change in price 1 or 2 time in a month.	Not acceptable.
10	13.1	28	Dredging works are categorized as services and accordingly under the ambit of Service Tax and no other taxes are applicable. Therefore, detailed Tax break-up by the Bidder not possible. Please confirm.	Please refer clause 13.0
11	14.1.1	28	In the last tender, the time for commencement of dredging upon placement of LOI was given as 90 days and the same reduced to 30 days in the present tender. We request the Employer to change the 30 days to 90 days.	Dredging to be commenced within 90 days of issue of LOI.
12	17	30	<p>Please confirm that there are sufficient depths available from Eden Channel to Lower Eden area for safe navigation of fully loaded dredger(s).</p> <p>Further, it is stated that whatever information given in the tender document is only intended as general guidance for the Contractor and no warranty is given for the correctness of the same.</p>	Bidder may assess from the hydro graphic chart.

			Please be guided that the Bidders, costing / quote will be based on the information provided in the tender as Bidder cannot obtain the historical data from any other source and has to believe the information provided by the Employer. If Employer cannot standby the date / information provided in the tender for its correctness, then the whole tendering process would be futile exercise.	
13	17	30	<p>The distance of dumping site for the Haldia Anchorage is mentioned as 27 KMs in this clause, however, in the table at Clause No.24.4, It is indicated as 45 Kms. Please clarify and confirm.</p> <p>Similarly, for Upper Part of Lower Auckland bar, the dumping distance mentioned here as 6 KM and whereas the same is indicated as 22 KM in the table at Clause No.24.4. Please clarify.</p>	The distance of dumping site at LSD is 45 Kms and LWA is 27 Kms from dredging site at Jellingham-Haldia Anchorage.
14	20.1	31	Please confirm that the frequency used for all the surveys shall be the same.	Once in 15 days during Neaps.
15	20.2	31	The date and time of survey shall be decided mutually by Contractor's and Engineer's representatives but not by Engineer's representative alone.	To be decided based on tidal conditions
16	20.3	32	Please confirm that the Echo sounder to be used for surveys shall be single beam dual frequency echo sounder.	Please refer clause 20.0
17	21	32	Delays if any caused to the dredging operations due to shipping movements shall be compensated by way of idle time charges.	Not acceptable since KoPT does not envisage any idling.
18	24.4	33	<p>As per the table, the Haldia Anchorage to be maintained at the levels of Jellingham for a width of 345 Mtrs. And the present navigable depth indicated is 4.0 mtr. However, as per the bathymetry chart provided with the tender document, the navigable depth of 4 Mtr is available in only 2 tracks i.e. 3 and 4 and balance 4 Tracks 1,2,5 & 6 are very shallower. Please confirm that the 0.77 M. M3 annual dredging requirement estimated by KoPT consultant is only for maintaining the 4 Mtr depth but not included the backlog quantity.</p> <p>Please clarify and confirm what would be the procedure if the base depths</p>	Quantity has been assessed by KoPT's Consultant.

			are not handed over to Contractor at 4 Mtr? Will the quantity for attaining 4 Mtr. Depth in the entire width of 345 mtr. And 2.3 Km. Channel of Haldia Anchorage shall be considered as backlog and same shall be paid extra over and above the lump sum quoted price? Also proportionate time extension shall be given for achieving the 4 Mtr. Depth and no penalties shall be imposed during this period.	Refer Clause No.25.1
19	24.4	34	Similarly, for Jellingham, the present navigable depth is mentioned as 4 Mtr., however, in the bathymetry chart it is observed that only 3 tracks having 4 mtrs. Navigable depth and rest of the tracks are shallower. Please clarify the process as above.	Refer Clause No.25.1
20	24.4	35	For Lower Auckland (Upper Part) the present navigable depth is mentioned as 3.4 mtrs. And in the bathymetry chart the navigable depth is not available even in a small width of 50 Mtr. Does the quantity of 1.88 M. M ³ estimated is the annual siltation required to be dredged for only maintaining the Auckland but not for achieving the 3.4 Mtrs. Depth in the 115 Mtr. Width of the channel. Please clarify and confirm.	Please refer the amendments above. The quantity has been assessed by KoPT's consultant.
21	24.5	35	It is stated that the dredging materials may also be dumped partially or fully ashore at Nayachara Island at no extra cost to KoPT. Please delete this clause as the lump sum amount quoted by the Contractor shall be for the sea dumping and side casting of max. 1.0M.Cum. M. per annum but not shore discharge under the contract. In case, KoPT envisages any shore discharge, same shall be specified clearly with firm amount of quantity as the methodology for shore discharge is completely different and will have bearing on the costing.	Shore disposal is not mandatory under this contract.
22	24.6	35	It is stated that the dredger may also be required to fill up the hopper with dredged materials from dredging site and dispose the materials at any	Location will be within dredging and dumping

			location through rain bowing / side casting operation. We request the Employer to delete this provision as “any location” becomes as an open ended option and such locations of side casting shall be firm and cannot be open ended.	site.
23	24.7	35	Such any other areas shall be out of the scope of the present contract and same shall be dealt separately during the contract period.	The dredging will be done at a mutually agreed rate, terms and conditions.
24	24.8	35	It is mentioned that the dredging is to be done within a zone of 50 m horizontally from either edges of the channel and volume dredged outside the dredging zone will not be considered for the purpose of calculations. Please clarify and confirm whether the 50 m on either side of channel shall form part of dredging zone or otherwise. If the edges of 50 m either side of the channel forms part of dredging zone, same shall be considered for quantity calculation for the purpose of compensation.	Dredging within 50 mtrs on either side of the channel shall be payable.
25	24.11	36	If dredging is required to be carried out in other areas between Haldia Anchorage and Eden Channel, same shall be considered of volume of material for the purpose of compensation. Please confirm.	Yes will be considered for the calculation of the compensation.
26	25.1	36	Please confirm that the least navigable depth which shall be referred to as the “Base Level” while handing over the site shall be the least depth available in all the Tracks. Also please confirm, what would be the procedure if the difference in depth between Jellingham and Eden at the time of handing over found to be less than 0.5 Mtr?	Refer Clause 25.1 Refer Clause 25.1
27	25.2	36	Please confirm that the increase in 0.1 mtr. From the “base level” shall be attained by the end of 1 st year of contract period.	The Contractor has been allowed 1 year to improve the depth.
28	25.5	36	It is stated that the depth at Auckland is to be maintained at 4.6 metre, which is the targeted depth throughout the contract period. However, the	Please refer the amendments above.

			existing depth is much shallower than 4.6 mtr. And how the backlog quantity to achieve 4.6 mtr initially would be treated?	
29	25.6	36	<p>Please provide the basis for arriving at 5.52 M Cu. M. for maintaining 4.0 Mtr. Depth at Jellingham. Are there any mathematical model studies carried out or based on past experience?</p> <p>Also please provide the following data for the last 5 years to enable the Bidder to study the same:</p> <ul style="list-style-type: none"> • No. of Dredgers deployed each year at Jellingham. • Capacity of the dredgers deployed each year. • Quantity dredged by the Dredgers deployed in each year. • Depths maintained at Jellingham in each neap survey. <p>Further, the norm for increase in 0.1 mtr. Depth is arrived at 0.15 M. Cu. M. However, keeping in view the 11 Km length and 345 mtr. Width of Jellingham channel for 0.1 mtr. Increase, the quantity works out to $11 \text{ Km} \times 345 \text{ Mtr} \times 0.1 \text{ Mtr} = 0.38 \text{ M.Cu. M.}$</p> <p>Please clarify.</p>	Has been assessed by KoPT's Consultant.
30	25.7	37	Who will execute the silt trap dredging at the mouth of river Haldia? We understand that this is not within the scope of present contract.	Please refer the amendments above.
31	26.1	37	There will be 2 neap surveys conducted in a month. Suppose if there is improvement in depths from 1 st neap to 2 nd neap or vice versa, which result	Penalty and disincentives for the

			will be considered for the purpose of disincentive if any?	affected period.
32	26.4	37	In addition to non-applicability of disincentive / penalty, please confirm that additional payment for the dredging carried out in other areas shall be paid over and above the monthly lump sum price.	Payment to be made at a mutually agreed rate for working elsewhere.
33	31.5	39	Since the siltation is beyond the control of the Contractor and also there is no established relation between the volume dredged to maintain the base level depth, the Compensation should not be linked to the base level depth and there shall not be any cap for maximum compensation. Hence, we request the Employer to pay the compensation for the actual work done without restricting it to 25% and without linking to base level depth.	Not accepted.
34	32.3	39	We request the Employer to release monthly payments within 15 days of submission of Invoice to have smooth cash flow of execution of the contract. Further, we request Employer to incorporate suitable provision for payment of interest for the delayed payment.	Please refer clause 32.0
35	40	42	It is stated that the Engineer shall deploy and number of persons. Please confirm that there will be only one representative on board the dredger at any given point of time for monitoring the dredging operations as Contractor cannot accommodate more than one representative on board the dredger.	Two persons.
36.	45.2	46	For Risk Purchase, there shall be Limitation of liability. We request the Employer to consider 20% of the annual contract value as Limitation of liability. We request the Employer to consider 20% of the annual contract value as Limitation of Liability.	Not Accepted
37	46	46	Contractor cannot give such undertaking as some of the dredgers may be on lien / mortgage with the Bankers as the assets were purchased by taking loans.	Bidder should satisfy KoPT with appropriate documents that he enjoys full control over the equipments to be deployed for execution of the work throughout the contract.

38	47.1	46	<p>To our knowledge, the average value of the Bulk Density of material at Jellingham over many years was 1.62 but not 1.79. Accordingly, this value needs to be revised. Alternatively, instead of unilaterally fixing the Bulk Density, same may please be jointly arrived by testing the samples over a period of week to 10 days of dredging.</p> <p>Also., the Bulk density of Auckland & Eden is different from Jellingham and hence same fixed value cannot be considered for all the areas. Please confirm.</p>	Bulk Density report may be shared from the office of Superintendent, Dredger and Despatch Service.
39	Anx-10		We suggest Employer to incorporate 2 more columns in the DDR for Bulk Density and Quantity dredged respectively.	Accepted and to be incorporated.
Concept Note:				
40	3	69	In the operating cost of dredger, the fuel cost for a 4,500 Cu. M. TSHD is estimated as Rs.9.10 Crore per annum which translates into Rs.2.80 Lakhs per day considering 325 days of dredging. To our Knowledge, no TSHD of 4,5000 Cu. M. hopper capacity in India would be able to work 24 hours at a fuel cost of mere Rs.2.80 Lakhs. It is an established standard in Dredging industry that fuel cost comprises of 1/3 rd of operating cost.	The concept note has been prepared by BCG, a consultant.

INTERNATIONAL SEAPORT DREDGING

Sl. No.	Clause No.	Page No.	Tender Condition	Bidder's Query	Kopt's Reply
			Notice Inviting E-Tender		
1	L	5	Date of closing online e-tender submission of Techno-commercial bid and price bid-Up to 1400 hours on 23.8.2016	<p>This being a five year project and most complex morphology, it requires details studies before submission of bid.</p> <p>Moreover, it is also necessary to have more clarity on</p>	Already extended till 17.10.2016.

				the conditions which would be discussed during pre-bid meeting schedule on <u>29 July 2016</u> and thereafter, the finally agreed conditions are to be communicated by KoPT which are to be further analyzed for which sufficient time is needed. Keeping all the above, it is requested to extend the last date up to 16 September 2016 or <u>three weeks after</u> receipt of pre-bid clarifications whichever is later.	
Tender Notice					
2	6.2(i)	15	Part-1 (Techno-Commercial) shall contain the following documents:Letter if authority, if any	It is requested to provide the format for the Letter of Authority	There is no specific format.
3	12.2	22	Currency of Quotation: The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.	It is proposed that while the bidder would quote in Indian Rupees, the exchange variation between Euro and INR shall be to the account of Employee and shall be reimbursed to the Contractor.	Not Accepted
4	12.3	14	Validity of Price Bid: The price bid shall be valid for a minimum period of 180 days from scheduled date of opening of part-1 i.e. Techno-Commercial Bid	Please appreciate that it would not be possible to keep the validity for such long period and the validity may be limited to 90 days.	Not Accepted
5	14.1.2	28	Mobilization and Demobilisation :	Since the Contractor has to incur substantial cost towards mob and demob, it is proposed to keep a	Not Accepted

			No mobilization and demobilization changes will be payable to the Contractor separately. Such costs should be included in the dredging charges proportionately/	separate BOQ item for mobilization and demobilization and payment to be made immediately on arrival of vessel at site and leaving the site.	
Special Conditions of Contract					
6	24.7	35	Kolkata Port will have the liberty to direct the contractor to dredge any other areas within the jurisdiction of Kolkata Port.	Any such dredging would be at additional cost and time to be mutually agreed by both parties.	Refer Clause 32.4
7	25.1	36	Base Level, Targeted Depths and silt volumes:.....The base level of Jellingham shall be considered as base level of Haldia Anchorage and the base level depth at Eden shall be 0.5 m more than that of Jellingham	It is clarified that in case the depth at Haldia Anchorage and Eden is less the same shall be considered as base level at these areas.	Yes
8	25.4	36	The base level and Targeted depths at Eden shall be 0.5 m more than the Base Level and Targeted depths of Jellingham	It is clarified that the base level depth shall always be depth at the time of handing over.	Refer clause 25.0
9	25.5	36	The depth at Auckland is	It is clarified that the base level depth shall always	Please refer the

			to be maintained at 4.6 meter, which is the targeted depth for Auckland throughout the contract period.	be depth at the time of handing over and the same shall be the targeted depth.	amendments above.
10	27.0	37	Technical Evaluation:The proposed dredgers and equipment should be capable of providing an output of minimum 5.5 m cu. Per annum i.e. 4.6 Lakhs cum per month through free disposal at Lower Sagar.....	If the bidder has to deploy dredgers providing an out of 5 million cum per annum through free disposal at Lower Sagar, then where is the saving in respect of number of dredgers to be deployed whereas the estimated cost of project has been substantially reduced compared to the present cost being incurred by Kolkata Port for maintenance dredging.	Not Agreed
11	31,4	38	Compensation / Cut back for excess / lesser siltation 31.3 The compensation shall be given only if the base / targeted level of depth are maintained for at least 10 months subject to further condition that depth does not fall by more than 0.1 meter	Due to complex and frequent morphological changes in the channel, it would be impossible to ensure the depths to be eligible for compensation. In addition, the penalty is being recovered every month if the depth is not achieved as per the neap survey. Accordingly, no further restriction shall be made applicable for payment of compensation.	Not Agreed
12	31.5	39	31.4 The maximum compensation that shall	In the absence of scientifically established model studies to arrive at the siltation volumes, there shall	Not accepted

			be given will be capped at 25% of that particular annual value as arrived as per Clause 32.0	not be any cap on the additional volumes payable dredged by the Contractor. How the efforts of Rain bowing / side casting would be measured to arrive at the volume dredged for payment of compensation.	
13	32.3	39	<p>Payment Terms: 32.3..... The Contractor shall submit the correct dredging bills, complete in all respects at the end of each calendar month and KoPT shall make payment with 45 days of receipt of completed / corrected bills.....</p>	It is proposed that the payment shall be released within 28 days of submission of bills to meet the cash flow requirement of the project.	Refer Clause No. 32.0
14	45	45	<p>Termination of Contract.....</p> <p>vi) if the Contractor fails to maintain the base depth as specified in Clause 25.0 for two consecutive months.</p> <p>vii) The depths either at Jellingham including Haldia Anchorage and or has reduced by 0.3 m or more from the 'Base Level' as specified in</p>	Due to most unpredicted behaviour of the channel and as long as the Contractor continues to deploy the required resource, the Contract shall not be terminated on this account at least for first two years of the Contract and no risk purchase provision can be made applicable.	Refer Clause No.45.0

			Clause 25.0		
15	47.0	31	Measurement of volume of dredged materials	<p>The following are clarified.</p> <ul style="list-style-type: none"> Based on the previous record the maximum bulk density in the Jellingham channel would be 1.62 Tons. / cum. In the interest of both parties, it is proposed that sample to be collected from the hopper at regular intervals and send it for testing and shall form the basis for measurement. 	Not accepted.
16	Appendix-5	76	Format for experience for similar work completed.	It is proposed that the bidder would submit the work completion Certificate issued by the client duly notarized instead of certification by the Charter Accountant.	Not accepted.

REACH DREDGING LIMITED

Sl.No.	Clause No.	Subject	Bidder's Query	KoPT's Reply
1.			No mobilization and demobilization cost have been allowed, but we require to mobilize no. of TSHD from different parts of the country require lot of mobilization cost. Please consider and clarify	Not acceptable.
2.	53.0		Please clarify, if the company specially in case of JV lead member is from India but JV partner is from other country this clause is applicable or not. If the dredger is with other country's flag is it applicable. Please clarify	The Indian companies owing Indian flag dredgers including Dredging Corporation of India shall have the First Right of

				<p>Refusal if the rate is within 10% of the lowest valid offer. If more than one company owning Indian flag dredgers participate in the tender, the right of first refusal will go to that Indian company which has quoted the lowest rate and is within 10% of the lowest offer.</p> <p>If an Indian flag vessel is not available, then “Indian Controlled ships” shall be accorded higher priority in the Right of First Refusal than Non-Indian Flag Vessels.</p> <p>An Indian dredging company can be defined as a company registered under the companies act 1956 and engaged in dredging works and having dredgers under Indian flag or vessels registered as Indian controlled tonnage ships in accordance with DGS Order No.10 of 2014.</p>
3.	12.4	Escalation and De-escalation	You have only mentioned the escalation and de-escalation for fuel, but as per Govt. of India rules for only civil work	Escalation and de-escalation only for fuel is applicable.

			eligible for escalation and de-escalation for project more than 360 days. Please consider and clarify	
4.			Any charges in legislation towards duties and taxes to be compensated.	Refer Clause 13.0
5.	14.1.1		Mobilisation period to be increase from 30 days to 60 days	Dredging to be commenced within 90 days of issue of LOI.
6.	14.1.1		Any penalty can't be more than 10% of the contract value on yearly basis. So, 2.5% per week penalty is not rational approach. Please consider and clarify	Refer Clause 14.1.3. Penalty is 2.5% of Security Deposit which is 0.25% of the Contract value.
7.	24.3	Scope of Work	Please clarify the deployment of equipments specially e.g No. of Dredgers or container of hopper barge.	The bidder is free to adopt any methodology suitable to carry out the work.
8.	26.1-26.3	Penalty Clause	No penalty can be imposed more than 10% on yearly basis. So, 2.5% penalty on monthly basis is not rational and acceptable. Please consider and clarify	Not acceptable
9.	45.0	Termination of Contract	Termination of contract cannot be unilaterally and arbitrarily. 90 days notice period is not acceptable. It should be 30 days notice period and non payment of certified contractual payment an interest at existing SBI rate to be paid by the employer	Please refer clause 45.0
10.		Concept Note	Technically barge loading with TSHD is not viable proposition rather than stationary dredger.	The concept note has been prepared by BCG, KoPT's consultant.