

**Clarifications/amendments/replies to pre-bid queries are given hereunder:**

**M/s DCI Limited**

S. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender clause description	Query / Suggestion / Clarification sought	Reply/Clarification by Syama Prasad Mookerjee Port
1	Section: II, ITB. Clause No. 6.7, page: 12	Bid validity - 180 days	It is requested that the validity of quote may be limited to 90 days as it would be difficult as well as financially unviable to keep the equipment holding/ waiting for such a long period.	Not acceptable and Tender condition prevails.
2	Section: II, ITB. Clause No. 10 & 13.1, page: 15 & 17	Submission of Bids - <i>Submission of Tender Fee and other original documents (both the covers)</i>	<p>As per cl.10 &amp; 13.1, it is mentioned that the Bids should be submitted online only by the due date &amp; time and the submission of hard copy is not a mandatory requirement.</p> <p>Whereas, under cl.2(a) it is mentioned that tender fee of Rs. 5,900/- shall be submitted in the form DD in favour of MEA.</p> <p>Therefore, it is requested to clarify the documents which are to be submitted in hard copy.</p> <p>If hard copy is required to submitted, it is requested to provide minimum 07 days time for submission of originals both the covers from the date of online bid for submission.</p> <p>Further, kindly confirm the mode of submission (By hand or By post) for submission both covers.</p>	Scan copy of the Bank Draft needs to be uploaded with the technical bid. The original Bank Draft should reach the office of SMPT within seven days from the date of submission of the bid.
3	SECTION - VI, ToR	Objective and BOQ	Employer stated as under:	

	<p>Clause 2 of PART-I, Page 50</p> <p>And BOQ, Pg 46</p>		<p>i. Dredging for LAD of 7.9 m at Sittwe Port and LAD of 2.0 m at Kaladan River with an approx. dredging quantity of 10.30 L Cum.</p> <p>ii. Maintenance dredging to ensure LAD of 7.9m at Sittwe port and 2.0 m in Kaladan River during the maintenance period with an approx. dredging quantity of 5.20 L Cum.</p> <p>Whereas, as per BOQ stated as under:</p> <p>i. Execution of dredging is 9.2 L cum (8.5 L cum at Sittwe port &amp; 0.7 L cum at Kaladan Rive) and,</p> <p>ii. Maintenance of entire stretch for LAD of 7.9 m with an qty. 3.4 L cum (1.7 lac /year) at Sittwe port and 0.3 L cum (0.15 lac/year) at Kaladan River. Total qty.1.85 L cum/year.</p> <p>Therefore, requested to clarify the above, area wise quantity to be dredge and also quantity during the maintenance period. Further, also requested to elaborate the scope of work for more clarity.</p>	BOQ quantity prevails.										
4	<p>SECTION - VI, ToR Clause 3.1 (a) of PART-I, Page 52</p>	<p>Timelines - <i>Commencement of dredging work</i></p>	<p>It is requested that indicative dates for placement of work order and commencement of work may please be provided to enable us to plan Dredger deployment schedule for the work.</p>	<p>The work order will be placed tentatively in the month of April/May 2021.</p>										
5	<p>SECTION - VI, ToR, Clause 2.3 of Part-II, Page 59</p>	<p>Disposal of dredged material</p>	<p>It is stated that disposal of dredged material from Sittwe Port and Kaladan River shall be disposed of at a designated disposal area, as shown in the relevant drawings.</p> <p>Whereas the drawings are not available with the tender. Therefore, it is requested to provide:</p> <ol style="list-style-type: none"> <li>1. The dredging layout for both Sittwe Port and Kaladan River,</li> <li>2. Disposal location with coordinates as well as access areas to the site at Sittwe Port and Kaladan River and,</li> <li>3. Latest sounding charts of all dredging areas</li> </ol>	<p>The disposal area during dredging in 2012-13 for dredging in Sittwe Port area is given below for reference</p> <table border="1"> <thead> <tr> <th>Easting</th> <th>Northing</th> </tr> </thead> <tbody> <tr> <td>491259.1000</td> <td>2211781.5300</td> </tr> <tr> <td>492645.1800</td> <td>2212024.3100</td> </tr> <tr> <td>493249.0300</td> <td>2208576.8000</td> </tr> <tr> <td>491862.9500</td> <td>2208334.0200</td> </tr> </tbody> </table> <p>The disposal area for the present tender will be in the vicinity of above area and the same may be</p>	Easting	Northing	491259.1000	2211781.5300	492645.1800	2212024.3100	493249.0300	2208576.8000	491862.9500	2208334.0200
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			at Sittwe Port and Kaladan River for assessing the work.	considered for estimation.
6	SECTION - VI, ToR, Clause 5.1 of Part-II, Page 59	Disposal of dredged material - Identification of Land for disposal of dredged material	It is stated that “land confined disposal area shall be created at different dredge locations for the disposal of dredged material from the Navigational Channel which shall be identified based on the initial pre-surveys with a lead distances for disposal is minimum 500 m away from the location of dredging”. Hence, employer may provide all statutory support and permissions/ approvals for acquiring of private land for disposal of dredged material.	No such situation is envisaged. However, if such situations arise, the contractor will be provided with all statutory support and permission/approvals for acquiring a private land for disposal of dredged materials.
7	SECTION - VII, GCC Clause 4.7, Page 81	Unforeseeable Physical Obstructions or Conditions	Please confirm the dredging area is clear of any kind of underwater obstructions which can hamper dredging work or affect dredgers. Also idling of dredger due to encountering of underwater obstructions, idle time charges to be applicable.	No Idle time charges are admissible.
8	SECTION - VII, GCC Clause 12.4, Page 106	Breakdown of Lump Sum Items - <i>Contractor shall submit a breakdown for each of the lump sum items contained in the Tender to the Engineer, within 21 days after the receipt of the LoA.</i>	As per the BOQ provided in the tender, there is no ‘Lumpsum items’. Hence, the clause may be suitable modified. Further, it is requested that being a competitive bid, it is not possible for the contractor to provide any price breakup or justification for the rates. Request to modify the condition please.	There is no provision of Lump sum items in the BOQ. However, in case the contractor is required to assess cost of the items required to be negotiated, they would submit details as stipulated under the clause.
9	SECTION - VII, GCC Clause 21.1, Page 123	Insurance of Works - <i>Plant and equipment</i>	It is submitted that dredging work cannot be insured and there will not be insurance for works. Further the contractor should insure the plant and equipment for his own liability and not for the liability of both the parties. Hence, requested to exempt contractor to maintain insurance in the joint names of Employer and Contractor.	The contractor has to insure all the equipment & plants deployed for the project and maintain the same throughout the contract period.
10	SECTION - VIII, SCC	Liquidated damages (LD)	It is requested to consider LD maximum of 5% of	Not acceptable and Tender

	Clause 7.3, Page 130 & 131	- <i>Maximum of 10%</i>	the total dredging cost instead of 10%.	condition prevails.
11	SECTION - VIII, SCC Clause 7.5, Page 132	Idle time charges	<p>It is requested to consider payment of idle time charges for idling of the equipment for the following reasons:</p> <ul style="list-style-type: none"> <li>i) Due to shipping movements.</li> <li>ii) Suspension of dredging operation as per the instructions of Employer/ Port.</li> <li>iii) Due to under water obstructions</li> <li>iv) Due to third party interventions.</li> <li>v) Due to adverse weather conditions or if Employer/ Port declares cyclone,</li> </ul> <p>Since there is no specific item for Idle time charges in the BOQ, same may please be incorporated.</p>	Not acceptable and Tender condition prevails.
12	SECTION - VIII, SCC Clause 14, Page 135	Escalation - <i>Price adjustment - fuel element factor 0.12</i>	It is requested to consider the Fuel element factor as 0.30 instead of 0.12.	Not acceptable. The bidder may quote considering such cost in their price.
13	SECTION - VIII, SCC Clause 16, Page 136	Taxes, duties and levies etc. - <i>Port dues, berth charges &amp; pilotage charges and other duties like octroi etc.,</i>	<p>It is requested to confirm that port dues, berth charges and pilotage charges are applicable under the contract. Please clarify the same.</p> <p>If applicable, the same shall be exempted under the contract.</p> <p>It is also requested to provide suitable berth for a period of 3 days in a month for maintenance of dredgers and bunkering at free of cost.</p>	Not acceptable and Tender condition prevails.
14		Additional query - Site visit	<p>To have better understand the scope of work and site conditions, a site visit is required.</p> <p>Therefore, after site visit some of the queries will be forwarded for further clarification. Requested to consider the same. Employer is requested to provide information regarding procedure and available support for the site visit.</p>	<p>Site visit is not proposed due to COVID restrictions. All available information will be provided to the bidders for which they may contact the following officials located at Sittwe and ascertain the conditions.</p> <p>1. O&amp;M Operator (A to Z Exim):</p>

				<p>+95 9427760069</p> <p>2. URS Scott Wilson : +95 9255588539</p> <p>3. CG Sittwe. (0095) 43-2022918.</p> <p>However, IWAI/SPMK will have no liability on any information obtained from the above</p>
15		Additional query - Siltation pattern	It is requested to provide recent siltation study reports for understanding the rate of siltation.	No Siltation study exists. Based on earlier dredging carried out in 2012-13, it is noted that the siltation is about 80% of initial dredged quantity in 8 years.
16		Additional query - Availability of logistics support at site	<p>Employer is requested to confirm the availability of shore support for the following:</p> <ol style="list-style-type: none"> <li>1) For supply of fuel, lubes, POL for the Dredger and equipment</li> <li>2) For supply of Fresh water,</li> <li>3) Jetties/ Berths for repair if Dredger/ equipment</li> <li>4) Local support services like shipping agency, supply of local transport, etc.</li> </ol>	<p>Dredging was carried out during construction of port at Sittwe.</p> <p>It is expected that contractor should make him acquainted with local site conditions</p>

M/s KMEW

S No.	Section Number, Clause Number, Sub Clause Number and Page of Tender Document	Tender description	Clause	Query/Suggestion/Clarification Sought	Reply/Clarification by Syama Prasad Mookerjee Port
1	NIT Clause 2 (b) (vii) Page 6 of 154	Bid Submission Last Date 17/03/2021		Kindly extend the date by 30 days as we need to carry our site visit to access the costs. We may not be able to visit anytime soon due to Covid restrictions, visa availability, political instability in the visiting country.	<p>Request not accepted and tender condition prevails.</p> <p>Site visit is not proposed due to COVID restrictions. All available information will be provided to the bidders for which they may contact the following officials located at Sittwe and ascertain the</p>

				<p>conditions.</p> <ol style="list-style-type: none"> <li>1. O&amp;M Operator (A to Z Exim): +95 9427760069</li> <li>2. URS Scott Wilson : +95 9255588539</li> <li>3. CG Sittwe. (0095) 43-2022918.</li> </ol> <p>However, IWAI/SPMK will have no liability on any information obtained from the above</p>
2	NIT Clause 2 (b) (x) Page 7 of 154	EMD	Kindly provide format for Bid Security Declaration	<p>The bidder is required to submit a declaration in their letter head accepting that if they withdraw or modify their bids during the period of validity etc, they would be suspended for three years from participating any tender.</p> <p>Two years as mentioned in clause 6.1.1 (page 11) to be read as three years.</p>
3	Section II: Instruction to Bidders (ITB), Clause 3.5, Page10 of 154	Bidder Eligibility Criteria	<p>Would we be eligible in case 1) We have been debarred by a Government of India Organisation 4-5 years ago?</p> <p>2) Would we be eligible if we have abandoned any work of Government of India due to a dispute?</p>	As per Govt of India Rules
4	Section II: Instruction to Bidders (ITB), Clause 3.7.1, Page10 of 154 and clause 6.3 Page 12 of 154	Solvency Certificate/ Bank Solvency	Please consider Solvency Certificate for a minimum amount (i.e. 20% of the estimated cost of work. Also please consider in case of JV, members together can meet the Solvency requirement?	Not acceptable and Tender condition prevails.
5	Section II: Instruction to Bidders (ITB), Clause 10.1.3 Part III (c), Page16 of 154	Submission of Bids	Kindly confirm that completed portion of the ongoing works shall be considered for experience qualification purpose. Same is permitted under the current dredging policy of Ministry of Shipping.	Not acceptable and Tender condition prevails.
6	Section II: Instruction to Bidders (ITB), Clause 16.1.1, Page19 of 154	Qualification Criteria	The bidders should have successfully executed dredging with total quantity equivalent to the following upto March 2020. As we are in the month of February 2021, kindly consider December 2020. The same is as per CVC rules.	The successfully executed dredging work upto December 2020 will be considered.
7	Section II: Instruction to	Qualification Criteria	Bidder should be allowed to <b>OWN/HIRE</b> the	

	Bidders (ITB), Clause 16.1.1, Page19 of 154		equipment required for initial and maintenance dredging as indicated in clause 6.1 Section VI ToR. Hiring of equipment is a very common practice in the dredging business. Same is permitted under the current dredging policy of Ministry of Shipping.	Own/Hire Dredgers/Equipments would be allowed.
8	Section II: Instruction to Bidders (ITB), Clause 16.1.1 (ii), Page19 of 154	The Bidders related to Dredging works can form a JV with Bidders having infrastructure background of a project that has been completed in the domain of road including toll road, a bridge or a rail system (other than Rolling Stock); or Highway project including housing or other activities being an integral part of the Highway Project; or water supply project, water treatment system, irrigation project, sanitation and sewerage system or solid waste management system; or port, airport, inland waterway & inland port or navigational channel in the sea in the previous 7 years before the last date of the Bid submission of an amount equivalent to the project cost of this work.	Kindly Delete. Dredging is a very specialised field other experience shall not bring in the required expertise to execute the job. There are several dredging companies meeting the qualification criteria. Thus cross industry experience should not be considered.	Not acceptable and Tender condition prevails.
9	Section II: Instruction to Bidders (ITB), Clause 16.1.2, Page19 of 154	Qualification Criteria for Average Annual Turnover for last three (3) financial years	Kindly consider 30% of the estimated cost of this work to qualify for this work. The same is as per CVC rules.	Not acceptable and Tender condition prevails.
10	Section II: Instruction to Bidders (ITB), Clause 16.1.3, (4) Page19 of 154	Qualification criteria for Equipment and Experience	Bidder should be allowed to <b>OWN/HIRE</b> the equipment required for initial and maintenance dredging as indicated in clause 6.1 Section VI ToR. Hiring of equipment is a very common practice in the dredging business. Same is	Own/Hire Dredgers/Equipments would be allowed.

			permitted under the current dredging policy of Ministry of Shipping.	
11	SECTION III: Bid DATA Sheet Reference ITB 2.1 Page 23 of 154	Employer/Authority/PMC /PDC	Kindly explain and define the roles of the 4 different entities at the time of execution of the work.	MEA - Employer SMPK - Authority A to Z Exim - PMC
12	Form Fin - 2: Bill of Quantities s.no. 1.(b) and 2. (b) Page 46 of 154	Maintenance Dredging	When will the Maintenance Dredging Scope commence? What will be the duration? There has to be an execution period for Maintenance Dredging before penalties are levied. What will happen in case the quantities indicated to achieve LAD will be exhausted and LAD is not achieved? How often will the survey be done to measure the dredged quantities?	Explained at clause No.3 (Page 52) (Timelines and Milestones)  As regards frequency of survey please refer clause 8.1 (Page 62)
13	Form Fin - 2: Bill of Quantities Note (4) Page 47 of 154	Rate of initial dredging and maintenance dredging shall be same.	We would like to highlight that the efforts required to carry out initial dredging are much more than the efforts required for maintenance dredging. Thus we propose to allow the contractor to quote accordingly rather than put restrictions on the same.	Not acceptable and Tender condition prevails.
14	Part I - Scope of Work, Clause 2, Page 50 of 154	Objective	Unless the scope of work is explicitly restricted in the Contract, Scope of Work under the Contract shall include but not limited to planning, design, engineering, procurement and dredging for fairway development and other works. Kindly clarify whether scope of work under the contract involves planning, design, engineering, procurement?	Tender condition prevails.
15	Part I - Scope of Work, Clause 2 (I) and (II), Page 50 of 154	Dredging Quantity	(I) Dredging quantity mentioned is 10.30 Lakh cum. (II) Dredging quantity mentioned is 5.20 Lakh cum. The quantities mentioned are different from the quantities mentioned in the Form Fin - 2: Bill of Quantities Page 46 of 154. Kindly confirm which ones are correct?	BOQ quantity prevails.
16	Part I - Scope of Work, Clause 2.2 (d), Page 51 of 154	Working Season	On East Coast of India Fair weather period as per Director General of Shipping Circular 8 of 2008 is considered from 1 <sup>st</sup> December till 30 <sup>th</sup> April. Kindly consider the same as the Working Season in place of October to May. We are enclosing the Notice	Tender conditions prevail.
17	Part I - Scope of Work, Clause 6.1 Sr. No.(1), Page 51 of 154	Equipment Possession, OWN/HIRE	Kindly consider Equipment type as 2 Grab/Backhoe Dredger and 1 TSHD Dredger. Kindly consider minimum required number at 3.	Bidder is required to submit work methodology showing capacities of the dredger proposed to be

				employed should be capable of achieving the milestones.
18	Section - VII: GCC, Clause 4.4.1.1 Page 79 of 154	Performance Security	Kindly allow 30 days from the date of issuance of the LOA to submit the Performance Security considering the time taken by PSU Banks.	Not acceptable and Tender condition prevails.
19	Section - VIII: SCC, Clause 7.3 and 7.4 Page 130 & 131 of 154	Conditions for Dredging Operations/Penalties	7.3 Kindly consider penalty for the 1 <sup>st</sup> Month @ 0.5% per week and @ 1% per week for the subsequent month.  7.4 The contract is for insitu dredging. How can the penalty be on depth. The maintenance dredging contract shall stand completed once the dredging quantities are exhausted. There is no defect liability period. Any siltation post once the depths are achieved shall not be on account of the contractor. Please delete depth penalties.  Kindly confirm that penalties all in shall not exceed 10% of the value of the contract.	Not acceptable and Tender condition prevails.
20	Section - VIII: SCC, Clause 7.12 Page 132 of 154	Splitting of Work	Kindly delete the clause.	Not acceptable and Tender condition prevails.
21	Section - VIII: SCC, Clause 7.19 Page 133 of 154	Environmental Degradation	Kindly delete the clause. Design and Engineering is not scope of the contractor. Environmental Plan will be submitted and once approved shall be binding. Any degradation shall not be sole responsibility of the contractor. If restoration is required than the same shall be paid for by the employer.	Not acceptable and Tender condition prevails.
22	Section - VIII: SCC, Clause 14 Page 135 of 154	Escalation	Q -Diesel element factor in the unit rate which shall be 0.12 for the entire period of the contract. Diesel constitutes 30-40% of the cost and not 12% as the employer is not considering escalation on manpower and material kindly consider <b>Q as 0.3/0.4</b>	Not acceptable. The bidder may quote considering such cost in their price.
23	Section - VIII: SCC, Clause 17, 4.7 (b) Page 136 of 154	Definition	Kindly Delete. Any unforeseen physical obstruction or condition shall require effort and time which will translate into cost. As capital/initial dredging is involved there can be chances for such conditions. Kindly retain original clause as per GCC.	Not acceptable and Tender condition prevails.
24	Section - VIII: SCC, Clause 17, 15.13 Page 137 of 154	Maximum amount of advance payment	Kindly allow for Mobilisation Advance of 20% as lot of efforts and time of 3 months are required to move the equipment's to another country.	Not acceptable and Tender condition prevails.

			Kindly consider BG of 100% of the advance amount.  Kindly consider interest rate on mobilisation advance as per the prevailing market rate of 7%.	
25		Site Visit	We are eager to carry out a site visit which is a must to understand and quote for the works. Kindly arrange for the same. We request to keep the bid submission date 30 days post the site visit.	Request not accepted and tender condition prevails.  Site visit is not proposed due to COVID restrictions. All available information will be provided to the bidders for which they may contact the following officials located at Sittwe and ascertain the conditions.  1. O&M Operator (A to Z Exim): +95 9427760069 2. URS Scottwilson : +95 9255588539 3. CG Sittwe. (0095) 43-2022918.  However, IWAI/SPMK will have no liability on any information obtained from the above
26		Project Estimate	Currently we believe the estimate for the work is not in line with the market rate and needs to be revised.	Tender condition prevails.
27		Commencement of Work	As it is going to take considerable time for finalization and award of the work, we shall enter into monsoon period and mobilisation will not be possible. We request that the mobilisation work commences post the monsoon period i.e. 1 <sup>st</sup> November 2021.	LOA is scheduled to be issued before monsoon. However, if it is delayed the contractor has to obtain necessary clearances from concerned authorities.

**M/s Sahara Dredging limited**

S No.	Section Number, Clause Number, Sub Clause	Tender Clause description	Query/Suggestion/Clarification Sought	Reply/Clarification by Syama Prasad Mookerjee Port
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	Number and Page Number of Tender Document			
1	Page 19 - Qualification Criteria : Clause 16.1.1	“The Bidder should have successfully executed dredging with total quantity equivalent to the following upto March 2020”	<p>Since the date of submission of Tender is in March 2021, we would request to kindly amend the above clause as under :</p> <p>“The Bidder should have successfully executed dredging with total quantity equivalent to the following up to December 2020”</p>	The successfully executed dredging work upto December 2020 will be considered.
2	Page 19 - Qualification Criteria : 16.1.1.ii	“The Bidders related to Dredging works can form a JV with Bidders having infrastructure background of a project that has been completed in the domain of road including toll road, a bridge or a rail system (other than Rolling Stock); or Highway project including housing or other activities being an integral part of the Highway Project; or water supply project, water treatment system, irrigation project, sanitation and sewerage system or solid waste management system; or port, airport, inland waterway & inland port or navigational channel in the sea in the previous 7 years before the last date of the Bid submission of an amount equivalent to the project cost of this work.”	<p>Since the tendered work is ONLY FOR DREDGING, which is a highly specialized activity, we would request that in a JV for this tender, all JV members must be dredging companies and no Civil or Infrastructure company to be allowed to form a JV with a Dredging partner.</p> <p>Hence, the aforesaid clause to be amended suitably as requested above.</p>	Not acceptable and Tender condition prevails.
3	Page 19 - Qualification Criteria for Average Annual Turnover for last three (3) financial years : Clause 16.1.2	“Atleast 40% of the estimated cost of this work to qualify for this work”	<p>Along the lines of CVC guidelines, we would request to kindly amend the above clause as under :</p> <p>“Atleast 30% of the estimated cost of this work to qualify for this work”</p>	Not acceptable and Tender condition prevails.
	Page 19 - Qualification	Bidder must own the equipment	As per the CVC guidelines, all similar	Own/Hire Dredgers/Equipments

4	Criteria : Clauses 16.1.1 & 16.1.3(4)	required for initial and maintenance dredging as indicated in clause 6.1, Section VI ToR.”	<p>dredging tenders allow the bidders to either own or hire equipment for the work, with an undertaking from the owner of the equipment chartered, that they will not withdraw the hired equipment throughout the dredging work, hence we would request to kindly amend the above clause as under :</p> <p>“Bidder must either own or hire (with an appropriate Letter of Undertaking from the owner of the equipment) the equipment required for initial and maintenance dredging as indicated in clause 6.1, Section VI ToR.”</p>	would be allowed.
5	Page 16 - Submission of Bids : Clause 10.1.3 Part III ( c )	Work Order / Agreement with value and status (% completed till submission) in case of ongoing work shall be submitted separately as proof of on-going assignments as per Section IV : Form 4K”	We would request that ongoing work is also allowed for qualification criteria as experience in dredging similar dredging work.	Not acceptable and Tender condition prevails.
6	Page 6 - Last date of Submission of Bids is 17 <sup>th</sup> March, 2021		Since we need to visit the site which is located in a foreign country the travel-related procedures would require time and hence we would request you to kindly extend the last date of submission of bids to 30 <sup>th</sup> April, 2021.	<p>Request not accepted and tender condition prevails.</p> <p>Site visit is not proposed due to COVID restrictions. All available information will be provided to the bidders for which they may contact the following officials located at Sittwe and ascertain the conditions.</p> <ol style="list-style-type: none"> <li>1. O&amp;M Operator (A to Z Exim): +95 9427760069</li> <li>2. URS Scottwilson : +95 9255588539</li> <li>3. CG Sittwe. (0095) 43-2022918.</li> </ol> <p>However, IWAI/SPMK will have no liability on any information obtained from the above</p>
7		Page 7 - Bid Security	We request you to provide the draft of the	The bidder is required to submit a

		Declaration in lieu of EMD	above Declaration for EMD.	<p>declaration in their letter head accepting that if they withdraw or modify their bids during the period of validity etc they would be suspended for three years from participating any tender.</p> <p>Two years as mentioned in clause 6.1.1 (page 11) to be read as three years.</p>
8	Page 135 - Clause 14 : Escalation		<p>As per the normal dredging tenders, the Escalation must be considered on Diesel, Components and Labour as per the respective Indices, and not only on the Diesel element as stipulated in the Tender.</p> <p>Also, please note that the Diesel element factor of 0.12 is very less as for all dredging works, diesel accounts for over 30% of total cost, hence requesting that the formula for diesel escalation must consider the factor as 0.30 instead of 0.12.</p>	Not acceptable. The bidder may quote considering such cost in their price.
9	Page 10 - Clause 3.5 - Bidder Eligibility Criteria		We would request you to kindly include the term that any bidder who has been blacklisted by any Govt or private organization will not be qualified	Tender condition prevails.
10	Page 137 Clause 17		Since the equipment have to be mobilized from India to a different country, we request you to allow Mobilisation Charges of Rs.15 Crores against BG of equivalent amount to be provided by the Bidder.	Not acceptable and Tender condition prevails.
11	Page 58 - Clause 1) - General		We request you to please provide the Borehole data so that we can assess the same while submitting our techno-commercial bid.	Please refer 4.35 of GCC of Tender.
12	Page 12 - Solvency Certificate		We request to kindly stipulate solvency Certificate for 15% of the Estimated Tender Value, which is within guidelines of	Not acceptable and Tender condition prevails.

			tendering.	
13	Page 51 - Clause 6.1 - Equipment to be deployed		Considering the nature of dredging required to be carried out, we request you to stipulate the following own / hired equipment as mandatory for qualification: a)1 No. Trailing suction hopper dredger. b)2 Nos. Grab Dredgers or Excavator / Back hoe	Bidder is required to submit work methodology showing capacities of the dredger proposed to be deployed should be capable of achieving the milestones

### KSR MARINE SERVICES PVT LTD

S No	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender Clause description	Query/Suggestion/Clarification Sought	Reply/Clarification by Syama Prasad Mookerjee Port								
1	Section-II (ITB), Clause No.16.1.1, Page No.19	Qualification Criteria	Bidders who executed similar works in foreign countries shall be given additional Weightage.	Not acceptable and Tender condition prevails.								
2	Part-II, Clause No.2.3 Page No.59	Disposal of dredged Material - The material described above shall be excavated, dredged, broken from the navigation channel as shown in relevant drawings and all the material dredged from the access channel/ port basin at Sittwe Port shall be disposed of at a designated sea disposal area. Similarly, all the material dredged from the Kaladan River shall be disposed of at a designated disposal area.	Designated sea dumping location not given either in the tender or drawings.  And also request you to confirm whether designated shore disposal areas are free from Shrubs / Trees/bushes. Same required to be cleared before reclamation or not.	The disposal area during dredging in 2012-13 for dredging in Sttwe Port area is given below for reference <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Easting</th> <th>Northing</th> </tr> </thead> <tbody> <tr> <td>491259.100 0</td> <td>2211781.5300</td> </tr> <tr> <td>492645.180 0</td> <td>2212024.3100</td> </tr> <tr> <td>493249.030</td> <td>2208576.8000</td> </tr> </tbody> </table>	Easting	Northing	491259.100 0	2211781.5300	492645.180 0	2212024.3100	493249.030	2208576.8000
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				0	
				491862.950	
				0	2208334.0200
				The disposal area for the present tender will be in the vicinity of above area and the same may be considered for estimation.	
3	Section-VII, GCC, Clause No.4.36.3, Page No.88	Customs Clearance - The Employer will use his best endeavours in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works.	Kindly extend exemption of Import Duty for contractor's equipment mobilized to the work site since this is a Government Project.	Not acceptable and Tender condition prevails. May also refer Frame work agreement between India and Myanmar.	
4	Section-VIII, SCC, Clause No.2.2, Page No.129	Condition of Site - The boundary of the land earmarked for the execution of the Works shall be defined by the Engineer's Representative and the Contractor shall provide, erect and maintain from commencement to final completion of all work and all reinstatement substantial galvanized pipes or similar approved markers indicating the boundary of the working area at regular intervals as the Engineer's Representative may require.	Please clarify whether boundary is to be constructed around the working area.	Demarcation of site for dredging. The bidder needs to specify the same after pre dredged survey and submit the plan for approval.	
5	Section-VII (SCC), Clause No.17 (Additional Conditions), Sub Clause No.15.13	Maximum Amount of Advance Payment - Mobilization advance not exceeding 10 percent of the Contract value shall be paid. The above mobilization advance shall bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance.	Request to consider Interest free Mobilization advance of Ten (10%) percent against the Bank Guarantee as this is exempted in all IWAI World Bank funded projects.	Not acceptable and Tender condition prevails.	

**M/s Ocean Sparkle Limited**

S No.	Section Number, Clause Number, Sub Clause	Tender Clause description	Query/Suggestion/Clarification Sought	Reply/Clarification by Syama Prasad Mookerjee
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	Number and Page Number of Tender Document			Port
1	SECTION – II: INSTRUCTI ONS TO BIDDERS (ITB) 6. Preparation of Bids 6.4 Taxes 12	The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder as per Form Fin– 2. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST shall be paid as per existing rules and regulations at the time of payment.	The Place of supply is Location of recipient i.e. in India and Consideration is received in INR, hence this transaction is not an Export of service.  This transaction will be classified under the HSN 995422 and GST @18% is applicable on the same.  Please confirm.	Tender condition prevails.
2.	SECTION – II: INSTRUCTI ONS TO BIDDERS (ITB) 6. Preparation of Bids 6.7 Bid Validity 12	Section - III: Bid Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid for 180 days after the bid submission last date. During this period, Bidders shall ensure that the amount quoted for the works in the Financial Bid shall remain unchanged. Should the need arise; the Authority may request Bidders to extend the validity period of their Bids. Bidders who agree to such extension shall confirm that their Financial Bid will remain unchanged. The Bidders,	180 Days is too long, as dredgers are high capital intensive equipment and cannot be kept idle / standby for longer periods, hence we request to consider bid validity period by 60 days.	Not acceptable and Tender condition prevails.

		who do not extend the validity of their bids, shall not be considered for further evaluation.		
3.	SECTION – II: INSTRUCTI ONS TO BIDDERS (ITB) 16. Qualification Criteria & Bid 16.1.3 Qualification criteria for Equipment and Experience 19	4) Bidder must own the equipment required for initial and maintenance dredging as indicated in clause 6.1, Section VI ToR	Bidder should be allowed to replace the dredgers which can meet the requirements during the Maintenance Dredging Period.	Own/Hire Dredgers/Equipments would be allowed. Replacement of dredgers is as per tender conditions.
4	SECTION -III: BID DATA SHEET ITB 10.3 Contract Duration 24	Seven (7) months for initial dredging from date of issuance of LoA including 3 months of mobilization period and excluding monsoon period, followed by maintenance period of two (2) years,which may extend as per clause 3.2 of ToR.	Request to increase the Contract duration to 10 Months which include 3 Months for Mobiisaiton and excludes Monsoon Months	Not acceptable and Tender condition prevails.
5	SECTION – IV: TECHNICAL BID STANDARD FORMS FORM 4A: LETTER OF BID 27	8. I/We also declare that the firm has not been debarred / blacklisted during the last three years. Any such discovery relating to debarment or blacklisting is brought to knowledge of the Employer/Authority at any stage of the tender / contract would be punishable under existing law and would lead to rescinding or termination of the contract	We understand, Any bidder who secured work, but abruptly stopped works and disputed should also be considered as debarred.  Please confirm.	Tender conditions prevail.
6	SECTION – IV: TECHNICAL BID STANDARD FORMS FORM 4B: ELIGIBLE PROJECTS FORM 4B: ELIGIBLE PROJECTS 28	The Bidder shall submit proof of experience from the Client for meeting the minimum qualification details. The Client Certificate submitted by the Client shall contain the details as enlisted in Clause 3.2 of ITB. The works claimed by the Bidder,	We understand that, Experience of Prime Contractor will only to be considered. For more clarity, it is requested that the experience of sub contracting works should not be considered.	Tender conditions prevail.

		if not supported with proof of completion as laid down under Clause 3.2 of ITB from the Client will not be considered.	Please confirm.	
7	SECTION – IV: TECHNICAL BID STANDARD FORMS FORM 4J: JOINT BIDDING AGREEMENT T 38	WHEREAS, (A) Inland Waterways Authority of India (the “Authority”), has invited Bids (the “Bids”) by its Request for Bid dated ..... (the “Tender Document.....	The Authority is Syama Prasad Mookerjee Port, Kolkata (SMPK). Please confirm	Authority is Syama Prasad Mookerjee Port, Kolkata (SMPK).
8	SECTION – V: FINANCIAL BIDS STANDARD FORMS FORM FIN – 1: FINANCIAL BID SUBMISSION FORM 45	We, the undersigned, offer to provide the services for the Assignment / Job for [Insert title of Assignment/Job] in accordance with your notice inviting tender dated [Insert Date] and our Technical Bid. Our attached Financial Bid is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all applicable taxes (such as Income tax, duties, fees, levies etc.) excluding Goods & Service Tax (GST) [Insert amount(s) in words and figures]. We hereby confirm that the financial Bid is unconditional and we acknowledge that any condition attached to Financial Bid shall result in rejection of our Financial Bid / Bid as a whole.	We understand that, All future taxes into the account of Employer.  Please confirm.	Not acceptable and Tender condition prevails.
9	SECTION – V: FINANCIAL BIDS STANDARD FORMS FORM FIN – 2: BILL OF QUANTITIES (BOQ) 46 SECTION VIII:		As Mobilisation and de-mobilisation expenditure is very huge request to incorporate Mobilisation and De-Mobilisation under BOQ as a separate line item. This will protect the successful bidder from its cash flows. The Mobilisation advance is to take	Not acceptable and Tender condition prevails.

	SPECIAL CONDITION S OF CONTRACT (SCC) 15.13 Maximum Amount of Advance Payment 137		care of the cash flows of the contractor, hence request that such advance to be interest free.	
10	SECTION – V: FINANCIAL BIDS STANDARD FORMS FORM FIN – 2: BILL OF QUANTITIE S (BOQ) Note: 46	2. The duration of maintenance period shall be for two (2) years from completion of initial dredging i.e. Sl. No. 1 (a) and 2 (a). Employer/ Authority may extend the duration as per clause3 of Section VI,ToR.	In case of extension it should be only on mutual agreed rates, terms and conditions.  Request to amend accordingly.	Not acceptable and Tender condition prevails.
11	SECTION – V: FINANCIAL BIDS STANDARD FORMS FORM FIN – 2: BILL OF QUANTITIE S (BOQ) Note: 47	4. Rate of initial dredging and maintenance dredging shall be same i.e. rate of Sl. no. 1-a & 1-b shall be same and rate of 2-a and 2-b shall be same.	We request to consider amending the clause such that the rate for Maintenance Dredging should be more as the duration is more and quantity is less.	Not acceptable and Tender condition prevails.
12	SECTION– VI:TERMS OF REFERENCE (ToR) PART I – SCOPE OF WORK 2. Objective 2.1 Preliminary Works 51	b) The Contractor shall also make a detailed analysis of the Seaand River length, available depthfor fairway development and update the plan for dredging works for dredging works for Least Available Depth as stipulated in BOQ.	Site visit is essential. In prevailing situationin Myanmar site visit may not be possible,hence bidder can bid on presumptions, deviations based on the site conditions to be entertained by employer post award.	Not acceptable and Tender condition prevails. Site visit is not proposed due to COVID restrictions. All available information will be provided to the bidders for which they may contact the following officials located at Sittwe and ascertain the conditions. 1. O&M Operator (A to Z Exim): +95 9427760069 2. URS Scottwilson : +95 9255588539 3. CG Sittwe. (0095) 43-2022918 However, IWAI/SPMK will have no liability on any information obtained from the above.
13	SECTION – VI: TERMS	(d) The dredger units are to be kept	No dredging can take place during	No dredging during

	OF REFERENCE (ToR) PART I – SCOPE OF WORK 2. Objective 2.2 Procurement & Delivery 51	ready for operation during lean season (working season) from October* to May of the succeeding year.....	Non working and Monsoon Period, the LAD is not applicable during such Monsoon period.  Please confirm.	monsoon period. Remaining period tender condition prevails.
14	SECTION – VI: TERMS OF REFERENCE (ToR) PART I – SCOPE OF WORK 3. Timelines & Milestones 3.2 Milestones 52	** Employer/ Authority may extend the maintenance period for 2 years (@1 year each) at sole discretion based on satisfactory performance.	The extension should be on mutually agreed rates, terms and conditions.  Request to amend the clause accordingly.	Not acceptable and Tender condition prevails.
15	SECTION – VI: TERMS OF REFERENCE (ToR) PART I – SCOPE OF WORK 6. Equipment 53	3. Accommodation Boats (if required) To accommodate crew and supervisory staff separately (if required)	As this is not a mandatory equipment, request for deletion of this equipment or allow the contract to hire based on the project need basis.	The said clause is amply clear. No clarification necessary.
16.	SECTION – VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 1. General 58	..... For developing/ maintaining such design channels it has been estimated that a quantity of 10.30 lakh m <sup>3</sup> of initial dredging and 5.20 lakh m <sup>3</sup> of dredging in maintenance period have to be carried out.	BOQ states 8.5 Lakhs. There is a small anomaly Kindly clarify.	BOQ quantity prevails.
17	SECTION – VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 1. General 58	The above quantity of sand, soft, deposited material (pebbles / boulders) and hard material (rock) material can vary.	The Cutter Suction Dredger can operate within its capacity and capability. Further, the strata determines the output, hence it is requested to provide borehole data to the prospective bidders.  Further, the excavation of hard material (rock) material etc., are beyond the capability of cutter suction dredger. Such works rate should be only on mutual agreed rates, terms and conditions. Request to amend accordingly.	Not acceptable and Tender condition prevails.

18	SECTION – VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 2.2 Material to be dredged 58	..... Simultaneously the contractor shall arrange collection of hardstrata sample and its testing to substantiate his claim about the hard strata and submit report within fourteen (14) days to the Engineer at his cost.....	As you are aware sample collected through bore hole can only be a scientific proven method, if contractor encounters any hard strata, upon contractor's intimation, employer / authority / EIC may arrange for collection through bore hole and analysis purpose. Request to amend the clause accordingly.	Not acceptable and Tender condition prevails.										
19	SECTION – VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 2.3 Disposal of dredged material 59	The material described above shall be excavated, dredged, broken from the navigation channel as shown in relevant drawings and all the material dredged from the access channel/ port basin at Sittwe Port shall be disposed of at a designated sea disposal area.	Kindly provide chart indicating the disposal area. As bidders are expected to envisage CSD, if disposal by sea may call for other equipment.  Please clarify.	<p>The disposal area during dredging in 2012-13 for dredging in Sittwe Port area is given below for reference</p> <table border="1" data-bbox="1787 659 2130 866"> <thead> <tr> <th data-bbox="1787 659 1962 707">Easting</th> <th data-bbox="1962 659 2130 707">Northing</th> </tr> </thead> <tbody> <tr> <td data-bbox="1787 707 1962 746">491259.1000</td> <td data-bbox="1962 707 2130 746">2211781.5300</td> </tr> <tr> <td data-bbox="1787 746 1962 786">492645.1800</td> <td data-bbox="1962 746 2130 786">2212024.3100</td> </tr> <tr> <td data-bbox="1787 786 1962 826">493249.0300</td> <td data-bbox="1962 786 2130 826">2208576.8000</td> </tr> <tr> <td data-bbox="1787 826 1962 866">491862.9500</td> <td data-bbox="1962 826 2130 866">2208334.0200</td> </tr> </tbody> </table> <p>The disposal area for the present tender will be in the vicinity of above area and the same may be considered for estimation.</p>	Easting	Northing	491259.1000	2211781.5300	492645.1800	2212024.3100	493249.0300	2208576.8000	491862.9500	2208334.0200
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20	SECTION – VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 2.5 Method of Measurement 59	The final quantities to be used for establishing the value of the work for dredging material from the Navigation Channel and disposing of it at the riverbanks shall be the in-situ volume calculated from a pre-dredge and post-dredge survey of the Navigation channel and executed in accordance with the Contract. The area shall be calculated based on Simpson's Rule and the volume shall be calculated based on Trapezoidal Rule. Wherever	Request to provide Historical siltation data to factor in the siltation in bid pricings.  In absence of historical data, we request that each post / intermediate dredging should be considered as Pre Survey for next billing cycle. Further, consider volumes computed based on Hypack Software which is	No Historical Siltation data exists. Based on earlier dredging carried out in 2012-13, it is noted that the siltation is about 80% of initial dredged quantity in 8 years.  Not acceptable and Tender condition prevails.										

		Simpson's Rule is not applicable, average area method shall be adopted.	internationally accepted method of computation of volume	
21	SECTION – VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 5. Disposal of Dredged Material On land disposal Brief Description of Work 59.	An on land confined disposal area shall be created at different dredge locations for the disposal of dredged material from the Navigational Channel which shall be identified based on the initial presurveys. <b>The lead distances for disposal is ordinarily minimum 500 m away from the location of dredging.</b> Regarding disposal location decision of Engineer shall be final and binding on the Contractor.	Request to remove word "Ordinarily" to remove ambiguity and to amend the clause as:  <b>The lead distances for disposal is upto a maximum distance of 500 m away from the location of dredging.</b>	Tender condition prevails.
22.	SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC) 4. Contractor 4.36.3 Customs Clearance 88		Kindly clarify whether any exemptions are applicable for importation of equipment to Myanmar and its re export to India.	Tender condition prevails. May also refer Framework agreement between India and Myanmar.
23.	SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC) 8. Commencement delays and suspensions 8.9 Restriction on Working Hours 99		Dredging is carried out on 24x7 basis on all days, hence this clause needs deletion.	Special condition of contract prevails over GCC.
24.	SECTION - VII: GENERAL CONDITIONS OF CONTRACT (GCC) 8. Commencement		In case of any time loss for the reasons not attributable to the Contractor, time extension to be provided without imposing any LD.	Please refer 8.6 of GCC for extension of time for completion.

	delays and suspensions 8.12 Liquidated Damages (LD) for Delay 101			
25.	SECTION VIII: SPECIAL CONDITIONS OF CONTRACT (SCC) 14. Escalation 135	<p>escalation in the contract price due to variation on cost of Diesel. The contract price will be subjected to adjustment on account of variation of price of diesel more than 10% of the price prevailing on the date of opening of the bid according to the formula given below:  <math display="block">V = ((P - P_o) \times (R \times Q)) / P_o</math> Where,  V - Variation in Price on account of diesel during the month under consideration.  P<sub>o</sub> - Price of diesel at Site / nearby areas, on the last date of bid submission.  P - Price of diesel for the month under consideration  <b>Q - Diesel element factor in the unit rate which shall be 0.12 for the entire period of contract</b>  R - Value of the work during the month under consideration as per relevant item of Bill of Quantities</p>	<p>Request to revise:  <b>Q - Diesel element factor in the unit rate which shall be 0.3 for the entire period of contract.</b></p> <p>The fuel/diesel element factor in dredging is 0.3.</p> <p>Request to amend the clause accordingly.</p>	Not acceptable. The bidder may quote considering such cost in their price.
26	SECTION – VI: TERMS OF REFERENCE (ToR) PART II –TECHNICAL SPECIFICATIONS 5 Disposal/Reclamation of dredged material	<p>A perimeter dyke shall be constructed around the perimeter of the clay disposal site utilizing the dredged materials or materials locally available in the vicinity.....  Geo-textile filter material of</p>	<p>We would like to bring to your notice the following:  1. The quantum of clay in different shoals is not mentioned.  Based on the quantum of clay, the size of the containment bunds/</p>	Reclamation of land with dredge material is not envisaged.

	5.1.2. Working Method 60	<p>approved type &amp; grade shall be employed as filter material in making such perimeter dykes to sufficiently cover those sides of the dyke that are likely to be affected by erosion / slippage and flow of dredged materials to the river or other land underutilization, during dredging or rains....</p> <p><b>Fill heights should not exceed 1.0 m in any one lift.</b> Excess water above the clay layer should be removed in order to promote natural de- watering.</p>	<p>compartments/ dykes shall be designed. Please note, without having the quantum of clay in different shoals, the size/perimeter of the containment bunds/ compartments/ dykes cannot be designed. Hence, the required quantity of Geotextile filter material required for the same cannot be anticipated, which will have cost implication. Request to provide the quantum of clay in different shoals. Further, while filling clay, fill of height 1.0 m is not possible by natural dewatering. 1. Request to amend the clause accordingly.</p>	
27.	SECTION –VI: TERMS OF REFERENCE (ToR) PART II – TECHNICAL SPECIFICATIONS 2. Dredging of Navigation Channel	3 <sup>rd</sup> Paragraph The Bidder shall inspect and ascertain himself details of horizontal & vertical clearances available at bridges/locks etc. within the Waterway from the view point of safe mobilisation/demobilisation of their various equipment to	Request to provide information/ details of horizontal & vertical clearances available at bridges/locks etc. within the Waterway from the view point of safe mobilisation/ demobilization.	Horizontal clearance is more than 50m and vertical clearance is more than 10 m for the bridges in Kaladan River up to Paletwa.
28.	SECTION VIII: SPECIAL CONDITIONS OF CONTRACT (SCC) 7. Conditions for Dredging Operations 7.4 131 SECTION – VI: TERMS OF REFERENCE (ToR) PART II –TECHNICAL SPECIFICATIONS 8.7.1. Method	3 <sup>rd</sup> Paragraph The measurement of depth in the navigational channel shall be carried out by conducting Thalweg survey fortnight jointly by the Contractor and the representative of Authority/Employer..... The cross section shall be extended up to 20 m beyond the limit of the channel on either side. Survey lines shall run perpendicular to the baseline to be established on the shore. Cross-section	For our understanding, request to confirm that, post survey will be limited to 20 mtrs on either side.	Tender condition prevails.

	of Survey 8.7.1.1. Navigation channel 64 8.9. POST-DREDGING SURVEY 65	sounding lines to be run @ 10 m interval. Continuous soundings are to be taken on the cross-section and plotted @ 4 m apart on the cross-section lines. Cross-section lines shall run for a width of minimum 200 m (approximately 100 m on either side of the centre line of the navigation channel). If the width of the river is less than 200 m, then the lines shall run from bank to bank (between Low water lines). The Scale of survey is 1:500.		
29.	NOTICE INVITING E-TENDER Clause 2 Critical data sheet	SMPK's website "www.kolkataporttrust.gov.in" and pay INR 5,000/- (Rupees Five Thousands only) plus 18% GST i.e. INR 5,000/- + 900/- = INR 5,900/- as the cost of tender document / tender fee in the form of Demand Draft in favor of MEA.	Considering the ongoing pandemic issue and travel restrictions, it might not be possible for a bidder to submit a DD. <b>We therefore request that the option of online transfer of money to MEA bank account to be allowed.</b> Online transfer details shall be uploaded in the EMD section for Port's reference. If money has not been received by the Port at the time of technical bid opening, the bid would be summarily rejected. Kindly confirm the same.	Not acceptable. Bidders need to send bank Draft physically to SMPK Office.
30.	Submission of Bids 10.1.2 Part – II	(e) Section IV: Form - 4C for Average Annual Turnover duly certified by the Statutory Auditor	We understand that bidders to submit average annual turnover details accompanied with audited financial statements and auditor's report duly signed by statutory auditors of the company <b>who are also certified Charter Accountants. A separate certificate from a Chartered Accountant is not required.</b> Kindly confirm.	Not acceptable and Tender condition prevails.
31.	Submission of Bids 10.2 Cover - II: Financial Bid FORM FIN –1: FINANCIAL BID SUBMISSION FORM, 45	b) <b>All duties, taxes, royalties</b> and other levies payable by the Bidder for executing the Contract, shall be included in the rates, prices, and total Bid price submitted by the Bidder except for GST which will be paid as per existing rules	Since taxes, levies are decided by the Government and are beyond control of contractor we request rates shall be exclusive of all applicable taxes and the contractor shall be additionally compensated over and above quoted	Not acceptable and Tender condition prevails.

		and regulations at the time of payment. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment. Further, any variation in the statutory taxes shall be considered by the bidder in his quote and nopayment in this regard shall be made tothe bidder.	rates. Please confirm	
32.	6.7 Bid Validity FORM 4A:LETTER OF BID	Section - III: Bid Data Sheet indicates for how long the Bids submitted by the Bidders must remain valid for <b>180 days after the bid submission last date.</b> 4. I/ We agree to abide by this tender. I/ We agree to keep the tender open for a period of <b>120 days from the last date of Bid Submission</b> or extension thereto as required by SMPK and not to make any modifications in its terms and conditions.	i) Please note that there is an ambiguity as clause 6.7 states 180 days as bid validity and Form 4A clause 4 states validity as 120 days. KindlyClarify  Further, we reiterate that as dredgers arehigh capital intensive equipment and cannot be kept idle / standby for longer periods, therefore we request you to kindly amend bid validity <b>period by 60 days.</b>	120 days as mentioned in Form 4A is also to be read as 180 days.
33.	4.4 Performance Security and Retention Money	4.4.1.5 If during the execution of the works, <b>deviation / variation takes place to the extent of amount exceeding</b> more than 20% of the accepted contract value, the Contractor at the Syama Prasad Mookerjee Port, Kolkata Dredging and Providing Fairway Maintenance for KMTTP written request of EIC, shall promptly increase the value of the Performance Security	We request you to kindly provide contractor a reasonable time to rectify the operations. If contractor is unable to perform the services as per Engineer-in-charge the contractor shall be liable to increase performance security to the extent of variation/ deviation taken. Please confirm	Not acceptable and Tender condition prevails.
34.	7.14 Default of Contractor in Compliance	In case of <b>default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall,</b> after due consultation with the Employer and	We understand that Company has the right to engage another Contractor for the service deliverables under thisContract.  Please note that that the above clause would be applicable only in the case of Contractor failing to rectify the default after a notice is served upon them and further, this clause shall be subject to	Please refer clause 5 of GCC.  There is no such limit.

		the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly,	limitation of liability of contractor which is maximum upto PBG value.	
35.	8.6 Extension of Time for Completion In the event of: (	a) the amount or nature of extra or additional work,	Any additional work to be included in future is to be mutually agreed between parties and the commercials have to be revised accordingly. Please confirm	Not acceptable and tender condition prevails.
36.	8.12 Liquidated Damages (LD) for Delay	If the Contractor fails to comply.....The Employer may, without prejudice to any other method of recovery,withheld/ deductthe amount of such damages from any money due orto become due to the Contractor.	We aggregate liability under this contract is to be limited to 3% of contract value i.e. the value of PBGsubmitted.	Not acceptable and tender condition prevails.
37.	8.15 Suspension of Work		We are of the opinion that the suspension of the services by the Company shall be treated as on hire days if the Contractor is not at default and the Contractor shall be compensated accordingly. Please confirm.	Not Acceptable and Tender condition prevails. No idle time charges admissible.
38.	13.4 Power of Engineer to Fix Rates	Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Employer and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreementthe Engineer shall fixsuch other rate or price as is, in his	Please consider no reduction in Marine Assets after closing of the bid. Reduction in the marine assets is not possible as these assets are capital intensive in nature and are procured exclusively for performing this specified contract. Therefore, we request that the rates accepted by the Employer should not be altered on the later stage. Any Additional Work To Be Included In Future Are To Be Mutually Agreed Between Parties And The Commercials Have To Be Revised Accordingly. Please	Not Acceptable and Tender condition prevails.

		opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed	Confirm.	
39.	14.8 Payment if Contract Terminated	If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, in so far as such amounts or items have not already been covered by payments on account made to the Contractor,.....	The Bidder offers a competitive price based on contract period and any reduction of contract tenure due to no fault of contractor, unfairly benefits the Company as they enjoy lower prices for shorter period of contract in case contract terminates early, the abrupt contract termination would severely impact the Contractor as financial loss. Therefore, we request you that the contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractors continued failure to perform/willful misconduct or gross negligence.	Not Acceptable and Tender condition prevails.
40.	7. Conditions for Dredging operations,132	7.12. The right to <b>award/split up work</b> or to reject the offer without assigning any reason is reserved with the Authority.	We understand splitting of work is not applicable to this tender. Please confirm	Tender condition prevails.
41.	ANNEX – I INTEGRITY AGREEMENT ,139		We understand integrity pact to be submitted after award of contract. Please confirms	Signed Integrity Pact (not executed) to be uploaded at the time of submission of bid. However, executed Integrity Pact to be submitted after award of contract.
42.	Performance bank guarantee format:		We request you to kindly accept the standard notwithstanding clause in PG format: “Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or	The format provided of Annexure-II of the tender document is applicable.

			transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly”	
43.	Section II Instructions to Bidder, Clause No. 18, Pg. No. 20	18.1 All the deliverables and study outputs including primary data shall be compiled, classified and submitted by the Contractor to the Employer in hard copies and editable soft copies in addition to the requirements for the reports and deliverables indicated in the ToR. The study outputs shall remain the property of the Employer and shall not be used for any purpose other than that intended under these Terms of Reference without the prior written permission of the Employer. In the case of any deliverables by Contractor consisting of any Intellectual Property Rights ("IPR") rights of the Contractor, the Contractor shall provide the Employer with necessary irrevocable royalty-free license to use such IPR. Further, for the avoidance of any doubt, it is clarified that any intellectual property developed during the course of, or as a result of, the services rendered in relation to the works, shall be and remain property of the Employer.	This is a service contract. These clauses are not relevant to the scope of work envisaged herein. Please delete all references to the said clause. Kindly confirm.	This Clause will be applicable where such situation arises.
44.	Section VII General Conditions of Contract, Clause No.1.7, Pg. No. 72	1.7 Employer's Use of Contractor's Documents 4.21 Patent Rights 4.22 Copyright		No clarification is necessary.
45.	Section II Instructions to Bidder, Clause No. 19, Pg. No. 21	19.1 It shall be deemed that by submitting the Bid, the Bidder agrees and indemnifies the Employer, its employees, agents and advisers, irrevocably,	We request you to kindly introduce the knock for knock liability clause. Please appreciate that apart from the Contractor, there may be other	Not acceptable and Tender condition prevails.

		unconditionally, fully and finally from any and all Liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection herewith and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or future.	contractors of the Employer/Authority carrying out works at the Site. In this regard, the Contractor cannot be expected to be responsible for all activities going on at the Site. We wish to submit that the Contractor cannot take unlimited liability. Contractor shall be liable only for willful misconduct and gross negligence. Please confirm.	
46.	Section VI Terms of Reference, Clause No. 10.4, Pg. No. 67	The Contractor shall be responsible for obtaining specific approvals, Licenses and for the payment of any fees relating to the execution of the works and to the process adopted by the Contractor, e.g. Right of way for discharge pipes, temporary works for pump out points, local authority approvals, Licences and approvals from concerned authority	Please understand that approvals, licenses, permits and payment thereof shall only be limited to the extent of equipment, dredgers, skilled workers deployed by the Company.  Kindly confirm.	Not Acceptable and Tender condition prevails.
47.	Section VII General Conditions of Contract, Clause No.1.4, Pg. No. 71	Priority of Documents	Please appreciate that Clarifications to the tender documents shall hold first in the priority of documents. Accordingly, please modify the order of priority of documents with first being the clarifications issued by the Employer/Authority w.r.t. pre-bid queries. Kindly confirm	The clarification/ addendum / corrigendum pertaining to the relevant subject will be in the stipulated order of preferences.
48.	Section VII General Conditions of Contract, Clause No. 1.10, Pg.No. 73	Compliance with Laws	Please confirm that Contractor shall only be responsible for licenses, permits & authorizations for dredgers, equipment and crew deployed. Kindly confirm.	The said clause is amply clear. No clarification necessary.
49.	Section VII General Conditions of Contract, Clause No. 1.12, Pg. No. 74	Contract Details to be Confidential	Please appreciate that the details of the contract are private and confidential for all the parties to the contract. Accordingly, the obligations shall be	Not Acceptable and Tender condition prevails.

			mutual. Kindly confirm.	
50.	Section VII General Conditions of Contract, Clause No.2.4, Pg. No. 74	Permits, Licenses or Approvals	Please appreciate that Contractor shall only be responsible for licences, permits, authorizationsof its dredgers, equipment and workman deployed. It is an Industry practice that all necessary permits, licenses and authorizations for carrying out work as enumerated in the tender document is the responsibility of the Principal Employer/Authority. However, Contractor shall provide necessary assistance to the Employer, ifrequired. Kindly confirm.	Not Acceptable and Tender condition prevails.
51.	Section VII General Conditions of Contract, Clause No. 4.4.2, Pg.No. 80	Retention Money 4.4.2.5 In case of delay in the progress of work, the Employer shall issue to the Contractor a notice in writing pointing out the delay in progress and calling upon the Contractor to explain the causes for the delay within 3 days of receipt of the notice or 10 days from issuance of notice whichever is earlier. If the Employer is not satisfied with the explanations offered, he may withhold payment of pending bills in whole or in part and / or get the measures of rectificationof progress of work accelerated to the pre defined level at the risk and cost of the Contractor and if necessary, forfeit the retention money and/ or Performance Security.	Delay for reasons attributable to Employer/Authority, no performance security to be forfeited/deductions in payments. Also, as per Clause No. 17 (Additional Conditions at pg. no. 136), we understand that retention money clauses are deleted from this tenderdocuments.  Kindly confirm	Tender condition prevails.
52.	Section VII General Conditions of Contract, Clause No. 4.15, Pg.No. 84	Protection of the Environment The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise andotherresults of his operations. The Contractor shall ensure thatemissions, surface discharges and effluent from the Contractor's activities shall not exceed	The Contractor shall only be liable for any pollution w.r.t. its dredgers, equipment deployed to carry out the works as enumerated in the tender documents. Kindly confirm.	Not acceptable and Tender condition prevails.

		the permissible / acceptable values and shall not exceed the values prescribed by applicable Laws. The Contractor is required to establish and operate with suitably qualified personnel a system for monitoring the environmental factors that may be directly impacted by the Works and make available such records for inspection of EIC or duly authorized representatives of government of the country in which Works are executed as and when so required.		
53.	Section VII General Conditions of Contract, Clause No.8.4, Pg. No. 98	Rights of Way and Facilities. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.	Kindly clarify as to what additional facilities will be required outside the work site.	It is expected that contractor should make him acquainted with local site conditions.
54.	Section VII General Conditions of Contract, Clause No. 8.15, 8.16, 8.17 Pg. No. 101, 102	Suspension of Work Engineer's Determination following Suspension Suspension lasting more than 84 Days	In case of dredging contracts, no suspension rights is available. The dredgers deployed at the work site are highly capital intensive, suspension of works will hamper the business of the Contractor. Request you to delete these clauses and any references to suspension of works.	Not acceptable and Tender condition prevails.
55.	Section VII General Conditions of Contract, Clause No.11, Pg. No. 104	Defects Liability Period	Please appreciate that defects liability period is not applicable in dredging contracts. The Contractor cannot be held responsible for a natural occurring process like siltation of soil. Request you to delete this clause & references to 'defect liability' and 'rectification of defects' in this tender. Further, we understand that Defect Liability is deleted from this tender document as per Clause No. 17 (Additional Conditions at pg. no. 136). Please confirm.	Refer Page 137.
56.	Section VII General	Settlement of Disputes	(i) Please appreciate that the time	Not acceptable and Tender

	<p>Conditions of Contract, Clause No. 16.3, Pg.No. 114</p>		<p>period specified herein a long drawn process. Accordingly, we request you to reduce the timelines to 15 days in this clauses asunder:</p> <p><i>"...No later than the <b>15th day</b> after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause...."</i></p> <p><i>".....If either the Employer or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the <b>15th day</b> after the day on which he received the reference, then either the Employer or the Contractor may, on or before the <b>fifteenth day</b> after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of <b>15 days</b> expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to subclause 16.3.4, no arbitration in respect thereof may be commenced unless such notice is given."</i></p> <p><i>Where notice of intention to commence arbitration as to a dispute has been given in accordance with sub-clause 16.3.1, the parties shall attempt to settle such dispute amicably before the</i></p>	<p>condition prevails.</p>
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			<p>commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the <b>15th day</b> after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.</p> <p>We request you to modify the clause as under:  <i>“Within <b><u>fifteen (15)</u></b> days of receipts of such notice from either party <b><u>the Employer and the Contractor shall mutually appoint a sole arbitrator.</u></b> However, the arbitrator so appointed shall not be an officer or the employee of the Employer or Engineer.</i></p> <p>Please appreciate that arbitration should be fair &amp; equitable to both parties. Appointing one person from the panel suggested by Employer is unfair to the Contractor.</p> <p>Accordingly, request you consider the above modification.</p> <p>(i) Kindly confirm.</p>	
57.	Section VII General Conditions of Contract, Clause No. 16.3.4, Pg.No. 115	Laws governing the Contract	<p>The place from where Letter of Award will be issued shall be 'Kolkata'. We request the jurisdiction of courts shall be neutral to both parties. Accordingly, we suggest courts of Mumbai to have exclusive jurisdiction.</p> <p>Please confirm.</p>	Not acceptable
58.	Section VII General Conditions of Contract, Clause No.18, Pg. No.119	Termination by Employer Default of Contractor (e) .....The Employer or such other contractor may use for such completion so much of the Contractor's Equipment, Plant, Temporary Works, and materials, which have been deemed to be reserved	<p>The ownership of the dredgers and machines deployed at site by Contractor shall always remain with the Contractor.</p> <p>Please confirm.</p>	Tender condition prevails.

		exclusively for the execution of the Works, under the provisions of sell any of the said Contractor's Equipment, Temporary Works, and unused Plant and materials, and apply the proceeds of sale in or toward the satisfaction of any sums due or that may become due to him from the Contractor undertheContract.		
59.	Section VII General Conditions of Contract, Clause No.21.5, Pg. No. 125	Damage to Persons and Property	<p>for willful misconduct and gross negligence. Notwithstanding anything contained elsewhere in the contract, except in the event of gross negligence or willful misconduct, the Contractor shall not be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with theContract.</p> <p>Please appreciate that apart from the Contractor, there may be other contractors of the Employer/Authority carrying out works at the Site. In this regard, the Contractor cannot be expected to be responsible for all activities going on at the Site.</p> <p>Please confirm.</p>	Tender condition prevails.
60.	Section VIII Special Conditions of Contract, Clause No.7.5, 7.14 and 7.15 Pg. No. 132	<p>7.5. No idle time charges will be paid to the contractor on any account. Local issues/hindrances, if any, would be addressed by the Contractor. Authority/ Employer would facilitate with local/govt.agencies.</p> <p>7.14 The Contractor is fully responsible for solving the disputes with the local fishermen w.r.t .removal of fishing nets, stakes, from the dredged channel.</p>	The Contractor can only provide any assistance, if required, by Employer/Authority on local issues/hindrances. The Contractor is not responsible for solving any local issues/hindrances, fisherman issues etc and/or finding out any dumping area and/or solving disputes related to execution of dredging.	Not acceptable and Tender condition prevails.

		<p>Similarly, all disputes with regard to the dumping of dredge spoil, any prior permission or arrangement on deemed fit for avoiding bank erosion or damage to any property or agriculture would be handled by contractor. The Authority/ Employer shall not be responsible for solving the disputes related to execution of the dredging. However, on request Authority/ Employer may extend the assistance for solving the issues only through the concerned official/department.</p> <p>7.15. The Contractor shall be responsible for finding out the dumping area in consultation with Authority/ Employer and Myanmar Government. Any arrangement with respect to the bund around the identified dumping area is to be made by the Contractor at his cost. Any dispute with local, land owner on the dumping of dredging spoil to be sorted out by the Contractor.</p>	Accordingly, please modify the clause to that extent. Kindly confirm.	
61.	Section VIII Special Conditions of Contract, Clause No.9Pg. No. 133	Environment Management Plan Health Safety and Environment Risk & Hazard	We understand that environment clearance is available with Authority/Employer. Please clarify as to what EMP and HSE procedures to be complied with by the Contractor. Please clarify.	Tender condition prevails.
62.	General		Any deductions from the payments shall be duly notified to the Contractor with explanation to such deductions. Kindly confirm.	The contractor will be intimated.
63.	Additional Query		We understand that there is no physical bid submission. All the documents to be submitted online. Please confirm.	Yes
64.	Inclusion of clause on Force Majeure		In the tender documents, there is no force majeure clause explicitly stated.	Force majeure events to the extent acceptable are given

			<p>Please appreciate that Force Majeure circumstances would have a significant impact on the nature of activities envisaged under this contract. The Bidding Document presently does not provide for force majeure clause. We suggest the following clause:</p> <p><b>Force Majeure:</b></p> <p>A. The term “Force Majeure” shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects or delays the performance by either Party (the “<b>Affected Party</b>”) of its obligations in accordance with the terms of this Contract (including preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the Affected Party’s reasonable control and the effects of which the Affected Party could not have prevented by acting as a reasonable and prudent contractor by taking all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions.</p> <p>Neither party shall be liable for any loss ,damage or delay due to any of the Force Majeure event.</p> <p>B. Force Majeure circumstances and events shall include, but not be limited to, the following events to the extent that they or their consequences satisfy the requirements of the clause above:</p> <p>(i) acts of God (including atmospheric disturbances, floods, lightning, typhoons, tornados, severe monsoon weather conditions,</p>	<p>in the tender document. No other suggestion is acceptable.</p>
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			<p>hurricanes or storms of a severe nature, tidal waves, earthquakes, landslides, subsidence, washouts, tsunami or other natural physical disasters);</p> <p>(ii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;</p> <p>(iii) riots, civil commotion, acts of public enemies, invasions, revolutions, seizure of power by military or other non-legal means, blockades, public international trade sanctions, insurrections or embargoes;</p> <p>(iv) epidemics, plagues or quarantine;</p> <p>(v) earthquakes, landslides, floods or other extraordinary weather conditions;</p> <p>(vi) strikes, lockouts or other industrial action (unless limited to the employees of the party seeking to invoke Force Majeure, which shall not constitute Force Majeure);</p> <p>(vii) to the extent occurring in India, a change in law that results in foreclosure of the Terminal;</p> <p>(viii) chemical or radioactive contamination or ionizing radiation;</p> <p>(ix) fire, accident, explosion, structural collapse or malfunction except where caused by negligence of the Party seeking to invoke force majeure;</p> <p>C. Force Majeure shall not</p>	
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			<p>include the following:</p> <ul style="list-style-type: none"><li>(i) the failure or inability to make payment, financial distress of either Party, late delivery of equipment or materials unless such event itself was caused by ForceMajeure;</li><li>(ii) a Party's inability to finance its obligations under this Contract or the unavailability of funds to payamounts when due in the currency ofpayment;</li><li>(iii) business, operational or commercial risks of each Party in connection with entering into and the performance of their respective obligations therein;or</li><li>(iv) changes in either Party's market factors, default of payment obligations or other commercial, financial or economicconditions.</li></ul> <p>D. Notice and ReportingRequirements</p> <ul style="list-style-type: none"><li>(i) As soon as reasonably practicable, and in any event no later than 3 days after a Party becomes aware of the relevant Force Majeure event, itshall:<ul style="list-style-type: none"><li>(a) notify the other Party of the event and furnish reasonable full particulars thereof, if available;</li><li>(b) give a bona fide good faith estimate of when it will be able to resume full performance of its obligations;</li><li>(c) give the particulars of the</li></ul></li></ul>	
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			<p>program to be implemented to resume full performance hereunder;and</p> <p>(d) provide interim reports concerning the event for continued invocation of this clause and an estimate of the anticipated duration of the Force Majeure relief which it seeks.</p> <p>(ii) The Affected Party shall, throughout the period during which it is prevented from performing its obligations under this Contract, allow the other Party (at such other Party's risk and cost) to have access to such information, facilities, sites and personnel in the possession, control or employment of the Affected Party as the other Party may reasonably request in connection with such Force Majeure event.</p> <p>E. The Affected Party shall, as soon as reasonably practicable, take the measures to bring the Force Majeure event to an end and to overcome and/or minimize the effects and consequences thereof which prevent, impede or delay such Affected Party's ability to resume performance hereunder.</p> <p>As soon as an Affected Party ceases to be so affected by Force Majeure and is no longer prevented from complying with its obligations under this</p>	
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			<p>Agreement, such Affected Party shall notify the other Party accordingly; and use all reasonable endeavors to recommence performance of such obligations as soon as reasonably practicable.</p> <p>Prolongation of Force Majeure: Either party shall have a right to terminate the Contract by giving 7 days' notice in the event the Force Majeure events as defined in the clauses above continue to exist for a continuous period of 30 days from the date of its occurrence.</p>	
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