

Further clarification / amendment

M/s. Sahara Dredging Ltd.

Sl. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender Clause description	Query,/Suggestion /Clarification Sought	Reply by Syama Prasad Mookerjee Port	Remarks by Sahara Dredging Limited	Further clarifications / reply by Syama Prasad Mookerjee Port.
1.	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. Kindly consider BG of 100% of the advance amount. Kindly consider interest rate on mobilisation advance as per the prevailing market rate of 7%.	Not acceptable and Tender Condition prevails.	As the project involves heavy capital expenditure, 20% mobilization advance should be considered. Also BG amount shall not exceed 100%. Also Kindly consider interest rate on mobilisation advance as per the prevailing market rate of 7%.	Not acceptable. Tender condition prevails.
2.	SECTION - VIII, SCC Clause 16, Page 136	Taxes, duties, and levies etc. - Port dues, berth	It is requested to confirm that port dues, berth charges and pilotage charges are applicable under the contract.	Not acceptable and Tender Condition prevails.	Please note that any machinery requires maintenance. Further all Major Port Trusts of India including Syama Prasad Mukherjee Port provides	Berth will be provided depending on availability. Port dues, berth and pilotage charges would be exempted to

		charges & pilotage charges and other duties like octroi etc.,	Please clarify the same. If applicable, the same shall be exempted under the contract. 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.		berth for maintenance free of cost. Without the said facility it would be difficult on our part to deploy any of our equipment.	the extent it pertains to Govt. of India. In case of levy of the same by Govt. of Myanmar, the same shall be reimbursed to the contractor.
3.	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 st December till 30 th April. Kindly consider the same as the Working Season in place of October to May. We are enclosing the Notice	Tender conditions prevail.	Please clearly define the working period. If any authorities do not permit the contractor to work during the period defined as the working period, then such duration shall not attract any penalties.	Tender conditions prevail. It is not envisaged to stop work on this account. However, in case of any suspension of work by the employer, there are provisions already stipulated in the tender for granting suitable extension of time with exemption of penalty (Clause-8.6 & 8.13 of GCC).
4.		Commencement of Work	As it is going to take considerable time for finalization and award of the work, we shall enter into monsoon	LOA is scheduled to be issued before monsoon.	In case permission is not given by authorities then mobilisation to take place once permission is granted by authorities and such	All efforts will be made to issue LOA before onset of Monsoon. However, in the event of

			<p>period and mobilization will not be possible. We request that the mobilization work commences post the monsoon period i.e. 1st November 2021.</p>	<p>However, if it is delayed the contractor has to obtain necessary clearances from concerned authorities.</p>	<p>period not to be included in the mobilization duration of 3 months.</p>	<p>delay not attributable to the contractor, provision (Clause-8.6 & 8.13 of GCC) for suitable extension of time along with exemption of LD will be applicable.</p>
5.	<p>Section - VIII: SCC, Clause 7.4 Page 130 & 131 of 154</p>	<p>Conditions for Dredging Operations/ Penalties</p>	<p>The contract is for in situ 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.</p> <p>Kindly confirm that penalties all in shall not exceed 10% of the value of the contract.</p>	<p>Not acceptable and Tender Condition prevails.</p>	<p>Siltation is a continuous process. Interim monthly surveys may not indicate clearly the volume dredged by the contractor as re-siltation shall add to the balance quantities. Also, since payment is being regulated on quantity, penalty should also be regulated as per quantity dredged and balance. Once maintenance dredging quantities are exhausted and depth is not achieved, how can this be the fault of the contractor. In such case penalty should not be applicable.</p>	<p>The contractor must have suitable gadgets fitted on board dredgers to measure the dredging quantity both during initial dredging as well as maintenance period. The quantity measured through such gadgets shall be recorded on daily basis as follows: (a) Initial dredging: On satisfactory completion of initial dredging the total quantity measured through gadgets shall be calculated after applying the bulking factor and if this quantity is found to be more than the quantity measured</p>

						<p>(in-situ) from pre & post dredge survey, the extra quantity would be at the approved rate subject to maximum of 15% of the finally approved quantity. This 15% would only be payable subject to satisfactory achievement of targeted depth.</p> <p>(b) Maintenance dredging: During maintenance period the quantity dredged to be measured through fortnightly surveys. If the quantity, dredged annually as calculated through such surveys, works out to be more than the BOQ quantity, the same would also be payable.</p>
6.	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	Not acceptable. The bidder may quote considering such cost in	It is impossible to predict the fuel prices 2 years from now and to be able to build in cost of the same in our bid. The whole purpose of having a fuel escalation	Kindly see amendment.

			the cost and not 12% as the employer is not considering escalation on manpower and material kindly consider Q as 0.3/0.4	their price.	clause is to reduce the uncertainty of rise in the fuel prices. It is not possible to keep in limbo 18% to 28% of the cost exposed to us. Any dredging tender called by any major port trust of India maintains the minimum value of Q as 0.3.	
7.	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.	Not acceptable and Tender condition prevails.	Please note that site visit to get acquainted with the site is necessary and as per the guidelines it requires a 7 day quarantine to carry out the site visit. We therefore once again request to kindly extend the last date of submission to 1 st week of April, 2021 so we can visit the site and submit a viable bid.	Last date of submission has been extended till 1500 hrs on 19.04.2021. The technical part of the bid will be opened on 20.04.2021 at 1530.

M/s. KMEW

Sl. No.	Section Number, Clause Number, Sub Clause Number and Page Number of Tender Document	Tender Clause description	Query/Suggestion/Clarification Sought	Reply by Syama Prasad Mookerjee Port	Remarks by KMEW	Further clarifications / reply by Syama Prasad Mookerjee Port.
1.		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 mobilization will not be possible. We request that the mobilization work commences post the monsoon period i.e. 1 st 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.	In case permission is not given by authorities then mobilisation to take place once permission is granted by authorities and such period not to be included in the mobilization duration of 3 months	All efforts will be made to issue LOA before onset of Monsoon. However, in the event of delay not attributable to the contractor, provision (Clause-8.6 & 8.13 of GCC) for suitable extension of time along with exemption of LD will be applicable.

2.	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 Q as 0.3/0.4	Not acceptable. The bidder may quote considering such cost in their price.	It is impossible to predict the fuel prices 2 years from now and to be able to build in cost of the same in our bid. The whole purpose of having a fuel escalation clause is to reduce the uncertainty of rise in the fuel prices. It is not possible to keep in limbo 18% to 28% of the cost exposed to us. Any dredging tender called by any major port trust of India maintains the minimum value of Q as 0.3.	Kindly see amendment.
3.	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 st December till 30 th April.	Tender conditions prevail.	Please clearly define the working period. If any authorities do not permit the contractor to work during the period defined as the working period, then such duration shall not attract any penalties.	Tender conditions prevail. It is not envisaged to stop work on this account. However, in case of any suspension of work by the employer, there are provisions already stipulated in the tender for granting suitable extension of time with exemption of

			Kindly consider the same as the Working Season in place of October to May. We are enclosing the Notice			penalty (Clause-8.6 & 8.13 of GCC).
4.	Section - VIII: SCC, Clause 7.4 Page 130 & 131 of 154	Conditions for Dredging Operations/ Penalties	The contract is for in situ 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	Not acceptable and Tender condition prevails.	Siltation is a continuous process. Interim monthly surveys may not indicate clearly the volume dredged by the contractor as re-siltation shall add to the balance quantities. Also, since payment is being regulated on quantity, penalty should also be regulated as per quantity dredged and balance. Once maintenance dredging quantities are exhausted and depth is not achieved, how can this be the fault of the contractor. In	The contractor must have suitable gadgets fitted on board dredgers to measure the dredging quantity both during initial dredging as well as maintenance period. The quantity measured through such gadgets shall be recorded on daily basis as follows: (a) Initial dredging: On satisfactory completion of initial dredging the total quantity measured through gadgets shall be calculated after applying the bulking factor and if this quantity is found to be more than the quantity measured (in-situ)

			<p>depth penalties.</p> <p>Kindly confirm that penalties all in shall not exceed 10% of the value of the contract.</p>		<p>such case penalty should not be applicable.</p>	<p>from pre & post dredge survey, the extra quantity would be payable at the approved rate subject to maximum of 15% of the finally approved quantity. This 15% would only be payable subject to satisfactory achievement of targeted depth.</p> <p>(b) Maintenance dredging: During maintenance period the quantity dredged to be measured through fortnightly surveys. If the quantity, dredged annually as calculated through such surveys, works out to be more than the BOQ quantity, the same would also be payable subject to maximum of 15% of the finally approved quantity.</p> <p>As per the tender</p>
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						LD will not be more than 10% of the contract value under no circumstances.
5.	Section - VIII: SCC, Clause 17, 15.13 Page 137 of 154	Maximum amount of advance payment	<p>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.</p> <p>Kindly consider BG of 100% of the advance amount.</p> <p>Kindly consider interest rate on mobilisation advance as per the prevailing market rate of 7%.</p>	Not acceptable and Tender condition prevails.	As the project involves heavy capital expenditure, 20% mobilization advance should be considered. Also BG amount shall not exceed 100%. Also Kindly consider interest rate on mobilisation advance as per the prevailing market rate of 7%.	Not acceptable. Tender conditions prevail.

6.	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.	Not acceptable and Tender condition prevails.	Please note that site visit to get acquainted with the site is necessary and as per the guidelines it requires a 7 day quarantine to carry out the site visit. We therefore once again request to kindly extend the last date of submission to 1 st week of April, 2021 so we can visit the site and submit a viable bid.	MEA has been approached for permission for site visit for representative of prospective bidders.
7.	SECTION - VIII, SCC Clause 16, Page 136	Taxes, duties, and levies etc. - Port dues, berth charges & pilotage charges and other duties like octroi etc.,	It is requested to confirm that port dues, berth charges and pilotage charges are applicable under the contract. Please clarify the same. If applicable, the same shall be exempted under the contract. It is also	Not acceptable and Tender condition prevails.	Please note that any machinery requires maintenance. Further all Major Port trusts of India including Syama Prasad Mukherjee Port provides berth for maintenance free of cost. Without the said facility it would be difficult on our part to deploy any of our equipment.	Berth will be provided depending on availability. Port dues, berth and pilotage charges would be exempted to the extent it pertains to Govt. of India. In case of levy of the same by Govt. of Myanmar, the same shall be reimbursed to the contractor.

			requested to provide suitable berth for a period of 3 days in a month for maintenance of dredgers and bunkering at free of cost.			
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Amendment / modification

Sl. No.	Original provision	Modified provision
1.	<p>Clause-4.2 of TOR (Page-53)</p> <p>Total Contract Price shall be firm and fixed and shall not be subject to any escalation during the period of the Contract except for any adjustment in accordance with the terms of the Contract. However, escalation for diesel, based on the price indices and as stipulated in Clause 14 of SCC of the Contract Agreement is permissible.</p>	<p>Total Contract Price shall be firm and fixed and shall not be subject to any escalation during the period of the Contract except for any adjustment in accordance with the terms of the Contract. However, escalation /de-escalation for diesel, based on the price indices and as stipulated in Clause 14 of SCC of the Contract Agreement is permissible.</p>
2.	<p style="text-align: center;">Clause-14 of SCC (Page-135)</p> <p style="text-align: center;"><u>Escalation / De-escalation</u></p>	<p style="text-align: center;"><u>Escalation / De-escalation</u></p>

<p>The Contractor as per Clause 4 - Payment Terms, Terms of reference, can claim for escalation in the contract price due to variation on cost of Diesel.</p> <p>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:</p> $V = \frac{(P-P_o) \times (R \times Q)}{P_o}$ <p>Where,</p> <p>V - Variation in Price on account of diesel during the month under consideration.</p> <p>P_o - Price of diesel at Site / nearby areas, on the last date of bid submission.</p> <p>P - Price of diesel for the month under consideration.</p> <p>Q - Diesel element factor in the unit rate which shall be 0.12 for the entire period of contract</p> <p>R - Value of the work during the month under consideration as per relevant item of Bill of Quantities.</p> <p>However, the escalation applicable for diesel will be given to the Contractor on the amount</p>	<p>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 the date of opening of the bid. This base price shall be inclusive of all taxes, duties, freight etc., as payable for purchase of fuel. 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> $V = 0.28 * 0.85 * R * \{(P-P_o)/P_o\}.$ <p>Where,</p> <p>V = Amount to be paid / recovered.</p> <p>R = Value of the work during the month under consideration as per relevant item of Bill of Quantities.</p> <p>P_o = Price of diesel at Site / nearby areas on the last date of bid submission.</p> <p>P = Price of diesel for the month under consideration.</p> <p>However, the escalation applicable for diesel will be given to the Contractor on the amount comprising of dredging component only and that</p>
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	<p>comprising of dredging component only and that too based on the log books provided by the contractor for the particular month and the same shall be verified by the EIC.</p> <p>No escalation on any other account will be payable by the Authority/ Employer and the rate should be quoted accordingly.</p>	<p>too based on the log books provided by the contractor for the particular month and the same shall be verified by the EIC.</p> <p>No escalation on any other account will be payable by the Authority/ Employer and the rate should be quoted accordingly.</p>
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Note: Last date of submission has been extended till 1500 hrs on 19.04.2021. The technical part of the bid will now be opened on 20.04.2021 at 1530.