

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**

**HALDIA DOCK COMPLEX**

**Tender No. SDM(P&E)/T/13/2021-2022**

**ADDENDUM - I**

*CORRECTIONS / ADDITIONS / DELETIONS, ETC.*

**[Total Number of Pages : 2]**

**NOTE :**

1. This "Addendum-I" should be read in conjunction with Bidding Document (including Notice Inviting e-Tender).
2. Consequential changes, arising out of this Addendum-I, will be deemed to have been effected, even if the same were not incorporated specifically in the Bidding Document.
3. All other terms and conditions of the Bidding Document (including Notice Inviting e-Tender) will remain unchanged.

## Addendum -I

**Tender No. SDM(P&E)/T/13/2021-2022**

Sl. No.	Page No.	Clause No.	As specified in the Bidding Document	To be deleted & read as / Remarks																																									
1.	3	2.2.A(d)	Valid electrical contractor’s license issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956 or Central Electricity Authority Regulation 2010.  Note: the bidders upload scanned copy of valid Electrical Contractor’s License	-----  ( to be deleted)																																									
2.	28	Section-VI, Clause I	A 3 KI Cryogenic oxygen Vessel/storage tank in vertical/horizontal position with all accessories and pipelines will have to be supplied & installed by the contractor.	A minimum 3 KI Cryogenic oxygen Vessel/storage tank in vertical/horizontal position with all accessories and pipelines will have to be supplied & installed by the contractor.																																									
3.	111	Bidding Form-VI, Price Schedule, 16.1	<table><tr><th rowspan="2">Sl.No</th><th rowspan="2">Description of work</th><th rowspan="2">Unit</th><th rowspan="2">Qty</th><th colspan="3">Applicable % GST</th></tr><tr><th>SGST</th><th>CGST</th><th>IGST</th></tr><tr><td>16.0</td><td>LMO basic charge including transportation</td><td>CuM</td><td></td><td></td><td></td><td></td></tr></table>	Sl.No	Description of work	Unit	Qty	Applicable % GST			SGST	CGST	IGST	16.0	LMO basic charge including transportation	CuM					<table><tr><th rowspan="2">Sl.No</th><th rowspan="2">Description of work</th><th rowspan="2">Unit</th><th rowspan="2">Qty</th><th colspan="3">Applicable % GST</th></tr><tr><th>SGST</th><th>CGST</th><th>IGST</th></tr><tr><td>16.0</td><td>LMO basic charge</td><td>CuM</td><td>1</td><td></td><td></td><td></td></tr><tr><td>16.1</td><td>LMO transportation</td><td>CuM</td><td>1</td><td></td><td></td><td></td></tr></table>	Sl.No	Description of work	Unit	Qty	Applicable % GST			SGST	CGST	IGST	16.0	LMO basic charge	CuM	1				16.1	LMO transportation	CuM	1			
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5.	6	SOT 3.11	<b>ii) Closing Date &amp; time of submission of e-tender</b>  <b>15.02.2022 up to 15:00 Hrs. (IST) onwards.</b>	<b>ii) Closing Date &amp; time of submission of e-tender</b>  <b>22.02.2022 up to 15:00 Hrs. (IST) onwards.</b>																																									
6.	7	SOT 3.11	<b>iii) Date &amp; time of opening of (Techno-commercial Bid &amp; Price Bid)</b>  <b>15.02.2022 up to 15:30 Hrs. (IST) onwards.</b>	<b>iii) Date &amp; time of opening of (Techno-commercial Bid &amp; Price Bid)</b>  <b>22.02.2022 up to 15:30 Hrs. (IST) onwards.</b>																																									
7.	28	Section-VI	<b>Page No.28,29,30,31,32,.....</b>	<b>Page No.29,30,31,32,33,34,.....</b>																																									

**SYAMA PRASAD MOOKERJEE PORT, KOLKATA**  
**HALDIA DOCK COMPLEX**

QUERIES OF DIFFERENT FIRMS IN CONNECTION WITH THE PRE-BID MEETING HELD  
ON 25.01.2022 AND CLARIFICATIONS THEREOF.

**Tender No. : SDM(P&E)/T/13/2021-2022**

Sl. No.	Reference	Queries of the firms	HDC, SMP Kolkata Clarifications
1.	<b>Page no. 3, Clause no. 2.2.A(d)</b>	To remove the clause of valid electrical contractor's license issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956 or Central Electricity Authority Regulation 2010.	Please refer to Sl.No.1 of Addendum-I
2.	<b>Page No.28 Under general scope of work of contractor</b>	It has been requested that the tank should include Ambient Air Vaporizer 200 nM3/hr, O&ED System, Pipe Spool, required fittings, Gauges, Regulators, Remote Telemetry Unit (RTU) etc. instead of 100 nM3/hr	The design criteria of LMO system including associated machinery is under the scope of contractor .Hence the same may be designed accordingly.
3.	<b>Page No.29, Point no.VII</b>	It has been requested to deploy at least one competent technician per shift (8 hours X 3 shift, as per govt labour rules) round the clock for attending any kind of breakdown Instead of deploying at least one competent technician round the clock for attending any kind of break down .	At least one competent technician shall be available per shift x 3 shift per day for attending any kind of break down .
4.	<b>Page No.28 Under general scope of work of contractor</b>	It has been requested to consider a minimum 3 KL or minimum 6 KL Cryogenic oxygen Vessel/storage tank in vertical/horizontal position with all accessories instead of A 3 KL. Cryogenic oxygen Vessel/storage tank in vertical/horizontal position with all accessories.	Minimum 3 KL. Cryogenic oxygen Vessel/storage tank in vertical/horizontal position with all accessories shall be supplied by the contractor.  Please refer to Sl.No-2 addendum-I
5.	Bidding Form- VI, Price schedule, Pg No-109	The basic price and delivery charge for each delivery has been combined in the price schedule. Moreover, there is no provision for monthly facility charge. We strongly recommend making provision to quote separately for basic charge as the prevalent GST is 12% for the product and delivery charge which attracts GST of 18%. There must be a component for monthly facility charge for the LMO	Please refer to sl no-3 of Addendum-I

		facility	
6.	Bidding Form-VI Page 111	The tender talks about supply of compressed medical gases but after LMO installation the consumption of Compressed Oxygen will substantially decrease. So, the Compressed gases supply scope must not be a part of this tender. If it is included, then the compressed gases will have to be collected by hospital from our plant and price of which will be mutually decided.	Supply of compressed gases is not under the scope of contractor. If it is included in future, then the compressed gases will have to be supplied from your plant and price of which will be mutually decided.
7.	Pg 28 (TECHNICAL SPECIFICATION AND SCOPE OF WORK)	As elaborated by you in the Pre-bid meeting, the construction of civil work for LMO is under hospital's scope of work. The scope of bidders is to provide the drawing for LMO facility layout. Please clarify the same in writing in the corrigendum. This will have direct implication on the commercial quotation if the civil foundation, fencing construction is under the bidder's scope of work.	The construction of civil work for LMO vessel is under HDC's scope of work. However, any civil work related to Gas pipelines is under the scope of the contractor.
8.	Pg-28 Comprehensive annual operation and maintenance	As per the Govt of WB regulation and labor law, there will be 3 shifts with minimum 1 person and 1 reliever. As such there will 3 personnel to be deployed and 1 reliever making it in total minimum 4 personnel. To ensure standardization among all the bidders and compliance is adhered to by all the bidders, we request you to clearly mention in the tender, that there will be 3 shifts having minimum 1 person and 1 reliever (total minimum 4 persons) and minimum wage policy as mandated by WB govt must be followed. This will ensure standardization and same clarity amongst all bidders.	Please see Sl.No. 3 of clarifications.
9.	Page no. 3, Clause no. 2.2.A(d)	d) Valid Electrical Contractor's License issued by competent authority of State / Central Govt. in line with The Indian Electricity Rules, 1956 or Central Electricity Authority Regulation 2010. Note: The bidders upload scanned copy of valid Electrical Contractor's License. <b>-- requested to make this document optional</b>	Please refer to sl no-1 of Addendum-I
10.	NIT, Clause 2.2.B (v), Pg – 3	We seek to revise the clause as follows - If this is not applicable, necessary document(s) [to establish Non applicability], along with affidavit, duly notarized to that effect, are to be submitted [uploaded]. Moreover, such bidder(s) shall have to submit a declaration, confirming that they will obtain registration certificate of ESI authority, if required , and they will indemnify Syama Prasad Mookerjee Port, Kolkata against all damages & accident occurring to their labourer (including that of sub-contractor's labourers), in connection with the instant contract, in case they become a Successful Bidder.	Tender condition prevails
11.	Section – V, Clause 5.34, Pg -	We seek to revise the clause as follows - Prior to the expiration of the period of bid validity or extended validity in accordance with ITB, SMP, Kolkata	Tender condition prevails

	23	shall notify the Successful Bidder, in writing, that their bid has been accepted. The notification letter (hereinafter called the “Letter of Acceptance”) will be treated as “Order Letter” and following receipt will constitute the formation of the contract. Such order letter shall specify the “Contract Price” in line with SCC Clause No. 11.1.4 a).	
12.	Section – V, Clause 5.36, Pg - 23	<p>We seek to revise the clause as follows -</p> <p>5.36.1 After placement of order, contract agreement [as per the form furnished in Section- XI] should be executed between Syama Prasad Mookerjee Port, Kolkata and the Contractor (Successful Bidder).</p> <p>In this respect, within a week of receipt of intimation regarding acceptance of their bid, the successful bidder shall have to submit, at their cost, required Stamp Paper [Non-judicial Stamp Paper of worth not less than Rs 50.00] &amp; dummy papers (for three sets). Immediately after receipt of the above papers &amp; documents, SMP, Kolkata will send three sets of contract agreement form [two sets printed on Stamp Paper &amp; dummy papers and one set printed on dummy papers], photocopy of one set of documentary transactions between them and SMP, Kolkata (till finalisation &amp; award of the Contract) and Contract Documents [incorporating all accepted changes and addenda / corrigenda issued, if any], duly signed by the representative of SMP, Kolkata at appropriate places on each pages. Within a week, thereafter, the Contractor (Successful Bidder) shall have to return Contract Agreement forms (three sets), the set of documentary transactions and Contract Documents, duly signed by them at appropriate places on each page. The Contract shall be executed in two counterparts each of which shall be valid as the original for enforcement purposes.</p> <p>5.36.3 After receipt of the contract agreement forms (three sets), duly signed by authorised person of SMP, Kolkata &amp; authorized person of the Contractor (Successful Bidder), one original set of the contract shall be kept under SMP, Kolkata’s custody, and the other original set of the Contract shall be returned to the Contractor.</p>	Tender condition prevails
13.	Section VI, Clause I (5), Pg - 26	<p>We seek to revise the clause as follows -</p> <p>The gas pipelines shall be installed in the existing building of Port Hospital. In the event the SMP Kolkata seeks to change the location for the installation of the pipeline from the existing building to the proposed building, the same shall be conveyed to the Contractor and subject to mutual agreement between the contractor and the Trustee on the additional cost and time, the contractor shall install the same in the proposed building. The requirement of pipeline along with associated equipments for the proposed building as per the drawing attached as Annex-D may be executed in future.</p>	The new gas pipelines shall have to be installed as per HDCs discretion. Contractor shall be paid as per actuals as per the final BoQ rates.

14.	Section VI, Clause I (7&8), Pg - 26	<p>We seek to revise the clause as follows -</p> <p>7. Supply of Liquid Medical Oxygen shall be done by the contractor as per the rate quoted by them. The contractor shall quote the rate for supply of oxygen F.O.R at the proposed storage yard at Port hospital. The initial filling of LMO tank upto the standard level is under the scope of the contractor without extra cost to HDC.</p> <p>8. Supply of Bottled Medical Gas (D type Jumbo type cylinder) viz, Medical Oxygen, Medical N2O. However, the contractor shall quote the rate for supply of oxygen F.O.R at the proposed storage yard at Port hospital. Notwithstanding anything contained hereinabove, the Contractor shall not be liable to supply to the Hospital – [30,000] CuM of LMO per month;</p>	The filling of the tank is for the first time only. However, the contractor shall top up the LMO as per actual requirement per month.
15.	Section VII, GCC	Request for modification/revision of GCC clause no. 1.8, 2.3, 2.5, 2.6 (a), 4.1 (b), 4.3, 4.3, 4.11, 4.13, 4.16, 5.1,5.3,5.4,5.7,5.8(b), 5.8(c), 5.8(e), 5.9,5.11, 5.12, 6.1,6.6, 6.8, 7.2, 7.3, 7.4, 7.5(b), 7.5(c), 7.5(d), 8.1, 8.1(a),8.1(b), 8.3, 9.1, 9.2, 9.4, 10.	Due to administrative decisions, GCC Cl. not modified. Hence, tender condition prevails.
16.	GCC Cl. 8.0, Pg-71	<p>We seek to incorporate the following clause -</p> <p>“Either Party, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving 7 working days’ notice of termination and its reasons therefor to the other Party, referring to this clause:</p> <p>a) if other Party becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if such Party is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if such Party takes or suffers any other analogous action in consequence of debt.</p> <p>b) if other Party assigns or transfers the Contract or any right or interest therein in violation of the provision of this Contract;</p> <p>In the event of the termination of the Contract under this clause, the Trustees/ Trustees shall pay to the Contractor the direct cost incurred by Contractor, for works executed by the Contractor as of the date of termination. Notwithstanding anything contained hereinabove, in the event the termination is for reasons attributable to the Trustees as mentioned in this clause, the Trustees shall be liable to pay to the Contractor in addition to the direct cost incurred for all work completed before such termination, all other costs and losses incurred by the Contractor as a result of such termination, including but not limited to mobilization and demobilization costs, reimbursement of cost of cancellation on sub-vendors for undelivered equipment/supplies plus 7.5% of the direct costs to cover Contractors overhead expenses and profit.”</p>	Tender condition prevails

17.	Section VIII, SCC, Clause 1.1, Pg - 87	We seek to revise the clause as follows - In case of any dispute, question or difference either during the execution of the work or any other time as to any matter or thing connected with or arising out of this Contract the same shall be addressed through mutual discussion.	Tender condition prevails
18.	Section VIII, SCC, Clause 1.5, Pg - 88	We seek deletion of this clause in its entirety	Tender condition prevails
19.	Section VIII, SCC, Clause 1.7, Pg - 89	We seek to revise the clause as follows - Subject to provisions in local Acts and any statutes of the State, the Contractor shall arrange for working on Holidays and Sundays if in the opinion of the contractor the same is necessary.	Tender condition prevails
20.	Section VIII, SCC, Clause 1.13, Pg - 90	We seek to delete and replace the clause as follows – “Each Party shall indemnify, defend and hold harmless the other Party from and against any and all costs, expenses, losses, decrees, orders, judgements, liabilities and expenses (including reasonable attorney’s fees) to the extent incurred due to: (i) any breach by a Party of any of the terms and/or conditions of this Contract; (ii) any breach by the a Party of any provisions of applicable law; and/or (iii) any negligence or wilful misconduct on the part of a Party or any of its personnel”	Tender condition prevails
21.	Section VIII, SCC, Clause 1.15, Pg - 91	We seek to revise the clause as follows - The quoted price shall be based on Free Door Delivery at Port Hospital i.e. the quoted price shall be inclusive of all charges for transportation, handling, supply, delivery, installation and commissioning at site, guarantee support (as per contractual conditions) and all other incidental charges for the execution of the contract including unloading at site will be done by HDC. The tenderer shall fill in ‘Unit Rate’ and ‘Amount ‘for the item, as described in the ‘Bill of Quantities’, as per the required break-up The prices quoted shall be exclusive of GST as well as any statutory levies and/or other charges levied by any Central/State/local authorities, which shall be paid extra, at applicable rates, at the time of supply of goods. As such, details thereof, as applicable, are to be furnished clearly in the offer. The prices should be firm and no variation, except towards statutory duties, levies and taxes, shall be payable. Any new statutory levies, taxes, duties, cess, etc. imposed by the Central/State/local authorities, by way of fresh notifications, subsequent to the issue of Work Order/Purchase Order, but within the stipulated delivery period, shall be paid extra. If after execution of this Contract, there is any change in applicable law relating to greenhouse gases that results in the Contractor having to incur any additional such cost shall be	Tender condition prevails

		borne by the SMP Kolkata.	
22.	Section VIII, SCC, Clause 1.17, Pg - 91	We seek to revise the clause as follows - Supplementary invoices/debit note/credit note for price revisions to enable Kolkata Port Trust to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.	Tender condition prevails
23.	Section VIII, SCC, Clause 1.20, Pg - 92	We seek to revise the clause as follows - The material(s), to be supplied, shall have to be guaranteed by the Contractor for a period of 12 (twelve) months from the date of commissioning or 15 months from the date of delivery of materials. Guarantee Certificate is to be furnished by the Contractor, in this regard. If any defect, whatsoever, develops during the guarantee period, the defective material(s) will have to be replaced/rectified by the Contractor at his/their own cost and arrangement. The Contractor shall be responsible for making good, with all possible speed, at his/their expense any defect in or damage to any portion of the supply, which may appear or occur after the material(s) have been accepted by HDC, KoPT and before expiry of the Guarantee Period {including extension(s), if any} and which arises either: a) from any defective material(s), workmanship or design or b) from any act or omission of the Contractor done or omitted during the said period.	Tender condition prevails
24.	Section VIII, SCC, Clause 1.22, Pg - 92	We seek to revise the clause as follows - 1.22 Liquidated Damage clause: Unless due to an event of force majeure or for reasons not attributable solely to the Contractor, in the event of the failure to execute the contract by the contractor within the stipulated dates or such extension(s) thereof, as may be allowed by General Manager(Engg) in writing, the contractor will be required to pay as compensation to the Trustees and not as penalty @ ½% for every week or part thereof of the total value of work (contract price), provided always the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the said value of work. The Trustees may, without prejudice to any other method of recovery, deduct the amount of such damages from any money which is due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the work or from any other of his obligation or liabilities under the contract. GST will be applicable on L.D amount.	Tender condition prevails
25.	Section VIII, SCC, Clause 1.23, Pg - 92	We seek to revise the clause as follows - In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party, be suspended for the period during which such Force Majeure event lasts.	Tender condition prevails



		The cost and loss sustained by either party shall be borne by the respective parties. The term 'FORCE MAJEURE', as employed herein, shall mean acts of God, Earthquake, Tsunami (caused by earthquake at the ocean bed), War, Revolt, Riot, Fire, Floods, Sabotage and Hurricane/Cyclone, Strike {excluding that of the contractor's supplier(s) or the sub-contractor's employees}. Upon the occurrence of such case and upon its termination, the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately, but not later than 7 (seven) days of the alleged beginning and ending thereof, giving full particulars.	
26.	Section VIII, SCC, Clause 2.0 (i), Pg - 93	<p>We seek to revise the clause as follows -</p> <p>Within 28 (twenty-eight) days of receipt of "Letter of Acceptance(LOA)", the Contractor shall have to provide an irrevocable and unconditional Bank Guarantee, from Nationalized Bank/Scheduled Bank in India, in the amount, 3 % of the contract value excluding O&amp;M value and GST .This Performance Bank Guarantee should be kept valid and enforceable till a date, covering at least 3 (three) months beyond the date of expiry of the Defect Liability Period of the Contract job [for the materials, installations &amp; workmanship, with respect to the instant work, as a whole). In case the actual duration of the aforesaid Defect Liability Period is required to be extended, the validity of this Bank Guarantee shall have to be extended till a date, covering at least 3 (three) months beyond the date of expiry of such extended duration of the Defect Liability Period. Failure of the Contractor to submit the aforesaid Performance Bank Guarantee and in the manner stated above, shall constitute sufficient grounds for termination of the contract.</p>	Tender condition prevails
27.	Section VIII, SCC, Clause 4.0, Pg - 95	<p>We seek to revise the clause as follows -</p> <p>Water supply at the Contractor's site office, store, workshop, assembly/erection yard, actual work (including erection, commissioning &amp; cleaning work) at the site, including the work required to be carried out at site during the "Defect Liability Period" and O&amp;M period etc. will be given on free of cost basis. For this, the Contractor shall have to make all arrangements, including installation of Water Meter and laying of pipelines from the source(s) identified by SMP Kolkata, at their cost. The Contractor will be responsible for maintenance and calibration of such water meter also.</p>	Tender condition prevails
28.	Section VIII, SCC, Clause 4.1, Pg - 95	<p>We seek to revise the clause as follows -</p> <p>Supply of Electricity: Supply of Electricity at the Contractor's site office, store, workshop, assembly / erection yard, actual work (including erection and commissioning) at the site, including the work required to be carried out at site during the "Defect</p>	Tender condition prevails

		Liability Period” and O&M period etc. will be on free of cost basis. The Contractor shall have to make all arrangements, including installation of Energy Meter and laying of Cables from the source(s) identified by SMP Kolkata, at their cost. The Contractor will be responsible for maintenance and calibration of such Energy Meter also.	
29.	Section VIII, SCC, Clause 5.0, Pg - 95	We seek to revise the clause as follows - The cost of all tests and/or analyses, within the purview of QAP & FQAP, effected at the Contractor’s or Sub contractor’s works and on the site, shall be borne by the Contractor. The Contractor will be called upon to pay all expenses incurred by the Employer in respect of any work found to be defective or of inferior quality, However, cost of any additional test required by the engineer or his representative shall be to the account of SMP Kolkata.	Tender condition prevails
30.	Section VIII, SCC, Clause 5.3, Pg - 96	We seek to revise the clause as follows - If found necessary, SMP Kolkata reserves the rights to get the materials inspected from a Government or Government recognized Laboratory/Test House at its own risk and cost.	Tender condition prevails
31.	Section VIII, SCC, Clause 6.0, Pg - 96	We seek to revise the clause as follows - All the jobs (including submission of As Built Drawings), as per contract, are to be completed within 120 days from the date of receipt of Letter of Acceptance (LOA) [i.e. award of contract].	Tender condition prevails
32.	Section VIII, SCC, Clause 7.0, Pg - 98	We seek to revise the clause as follows - After the taking over of the Contract job, if the same cannot be used (for the purpose for which it is intended), during any period, by the reason of a defect or damage, the Defect Liability Period shall be extended accordingly. If only a portion of the Contract job is affected, the Defect Liability Period shall be extended [in case the Contractor fails to commence for repair/ replacement within 7 days of its occurrence] only for that portion, provided the other portions of the Contract job remains in order, fulfilling contract conditions. In neither case shall the Defect Liability Period be extended for 12 months from the date of the materials being replaced/repaired/ modified. .	Tender condition prevails
33.	Section VIII, SCC, Clause 8.0, Pg - 98	We seek to revise the clause as follows - Payment to the Successful Bidder will be made stage-wise as indicated below :- i) Payment for 70% amount of each item will be made against supply of respective item at site and submission of bills along with Custodian Certificate or the deemed issuance Custodian Certificate and other relevant documents like Inspection Reports, Challans, etc. ii) Payment for 20% amount of each item will be made against installation of respective items and submission of bills along with Installation Certificate or the deemed issuance Installation certificate. iii) Payment for 10 % amount will be made against Testing, successful commissioning, taking over the commissioned job by SMP Kolkata and submission of bills, along with Job Completion Certificate or the deemed issuance Job completion Certificate.	Tender condition prevails.

		<p>b) Against Comprehensive Maintenance during post commissioning: Payment will be made on pro-rata monthly basis on successful maintenance of the system as per approved schedule. Copies of maintenance job card, duly signed by HDC officials as per schedule, are to be submitted along with monthly bills.</p> <ul style="list-style-type: none"> <li>• The breakdown call is to be attended / immediately from the occurrence of breakdown.</li> <li>• The contractor will have to pay to the trustee @ 0.1% of the Maintenance Contract value / day if delay in commissioning of system from 5th day onwards.</li> </ul>	
34.	Bidding Form – IV, first para, Pg - 105	<p>We seek to revise the clause as follows -</p> <p>I /We have not been debarred, banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertakings in India, in the State of West Bengal.</p>	Tender condition prevails
35.	Section – XI, Contract Forms, Pg - 122	<p>We seek to insert the following clause -</p> <p>Notwithstanding anything stated herein or in any other document exchanged between the parties, there are no express warranties by contractor (other than warranty of title as provided in the Sale of Goods Act) or will be implied or otherwise created, including without limitation, warranty of merchantability and fitness for specific purpose.</p> <p>SMP Kolkata acknowledges that there are hazards associated with including without limitation, in the storage, use and handling of the cylinder and the Medical gases thereof, and SMP Kolkata agrees that all its personnel concerned are aware of such hazards and take adequate precautionary measures for safe handling of the storage tank and also keep its employees required to handle the storage tank/cylinder/quad adequately insured against all injuries, disabilities or death arising out of usage thereof. SMP Kolkata will be responsible for complying with all relevant reporting obligations under all applicable laws that are required from the presence of the Medical Gases supplied hereunder.</p>	Tender condition prevails
36.	Section – XI, Contract Forms, Pg - 122	<p>We seek to insert the following clause -</p> <p>Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), arising under or in connection with the Contract for loss of profits, sales, business, agreements, contracts, anticipated savings, goodwill, or any incidental, punitive, indirect or consequential loss. Notwithstanding anything contained in this Contract/tender read with other documents related with the Tender, the aggregate liability of the supplier, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this contract or otherwise shall not exceed maximum amount of Liquidated Damage payable by the Contractor, under the terms of this Contract.”</p>	Tender condition prevails

37.	Section – XI, Contract Forms, Pg - 122	<p>We seek to insert the following clause -</p> <p>“SMP Kolkata acknowledges that at all times the supplier owns and retains title to the cylinders (“Contractor’s Assets”) that is at any time supplied by the supplier to the hospital pursuant to this Tender. The SMP Kolkata shall not refill or allow the refilling of the Contractor’s Assets or allow them to be used other than for storage, transport or use of the products placed in them by the supplier.</p> <p>SMP Kolkata shall keep and return all the Contractor’s Assets in a clean and serviceable condition. SMP Kolkata will report any loss or damage to the Contractor’s Assets promptly. In case of any damage to the Contractor’s Assets which can be repaired the hospital shall pay the cost of restoring the Contractor’s Assets to a serviceable condition. If any Contractor’s Assets is lost, or damaged beyond repair the hospital shall pay a sum equal to the prevailing cost of new equipment. the hospital shall not mortgage, pledge, sell or lend the Contractor’s Assets to a third party; SMP Kolkata shall not obliterate, remove or deface identification marks or notices on Contractor’s Assets or other Contractor’s Assets and/or alter or tamper with the same; and SMP Kolkata shall comply with any operating manual (or other instructions) provided and not otherwise adjust, repair or interfere with Contractor’s Assets.”</p>	Tender condition prevails
38.	Section – XI, Contract Forms, Pg - 122	<p>We seek to insert the following clause -</p> <ol style="list-style-type: none"> <li>1. A waiver of any terms or conditions hereof shall not be deemed a continuing waiver but shall apply solely to the instance to which the waiver is directed.</li> <li>2. None of the terms and conditions contained of this contract is capable of being cancelled, waived, amended, added to or deleted, unless such cancellation, waiver, amendment, addition or deletion is reduced to writing and is signed by the parties hereto.</li> <li>3. SMP Kolkata shall not, without Contractor’s prior written consent, transfer or assign any of its rights or obligations under this Contract to any other party.</li> <li>4. This Contract shall be binding upon any successors, heirs, personal representatives and permitted assigns of the parties hereto.</li> <li>5. If any clause, section or any portion of any section of this Contract is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Contract and such unenforceable or invalid clause, section or portion thereof shall be severed from the remainder of this Contract.”</li> </ol>	Tender condition prevails
39.	Nil	Requesting you to kindly extend the tender submission by 15 days.	Please see Sl.No.6&7 Addendum-I of