

**Addendum-V: dated 27.10.2022.**

Clarifications/ amendments following pre-bid discussions held on 01.09.2022 in connection with tender No.**SMPK/MRN/SDDS/GBL/MDRG/HAL/II of August 2022** floated for maintenance dredging in the shipping channel leading to Haldia Dock Complex.

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1	SOT (xi)	3	Bid Document fee - <i>GST &amp; mode of payment</i>	<p>SMPK stated that bid document fee is 20,000/- plus applicable GST. Please confirm the percentage of GST.</p> <p>Further, it is stated that bidder may remit the document fee through RTGS/NEFT and enter the UTR No. in the space provided in portal. Whereas, as per portal, the payment mode is through DD. Please clarify the same.</p> <p>In case DD has to be submitted toward document fee, please confirm the name of Beneficiary.</p>	<p>GST rate is 18%. Therefore, a sum of Rs. 23,600.00 including GST is to be paid towards Bid Document Fee.</p> <p>The Bidders should pay the amount through RTGS/NEFT to the Bank Account mentioned in the Bid Document and indicate the UTR No in the space provided in the place of DD.</p>
2	6.2(k)	15	Integrity Pact -	Since integrity pact is to be entered between successful bidder and	The Integrity pact is to be executed by the selected bidder. At the

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			Annexure-I	<p>Employer on a stamp paper after award of contract.</p> <p>It is understood that during the bid submission, bidder has to sign &amp; stamp the Integrity pact as an acknowledgement on a normal paper and not on a stamp paper; please confirm.</p>	tendering stage bidders are required to submit signed copy of the Integrity format in normal paper and not on stamp paper.
3	6.3	16	Part-II (Price Bid) shall be submitted as per the enclosed format .....	<p>As per the tender condition, bidder may need to upload the BOQ in excel format in the portal. Whereas, the format of the same is not available along with tender / in the portal.</p> <p>Therefore, BOQ format may please be provided.</p>	The BOQ in excel format has been provide in the RailTel portal, which is to be utilised for tendering.
4	8.1	17	<p>Earnest Money Deposit: Bidders shall be required to deposit INR 1730 Lakh as EMD through RTGS/NEFT.</p> <p>Alternatively, an amount of INR 10.0 Lakh shall be paid through RTGS / NFT and the balance amount may be submitted in the</p>	<p>1. Employer is requested to consider the submission of bid security declaration towards EMD instead of submission of EMD amount/ BG. Accordingly; it is requested to amend the clause.</p> <p>2. In case, EMD required to be submitted, employer is requested to consider 07 days time from the date of opening of technical bid for</p>	<p>1. Not accepted. Tender provision stands.</p> <p>2. The scan copy of EMD instrument is to be submitted along with the technical bid and the original should reach the</p>

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			form of a Bank Guarantee.....	submission of hard copy.	office of the General Manager (Marine) within 03 days from the last date of online submission.
5	9.0	18	<p>Security Deposit –</p> <p>a) 3% of the total evaluated value as per price bid of the tender.</p> <p>b) In the event of Bank Guarantee is issued by any branch outside Kolkata /Haldia, any Kolkata / Haldia Branch of such Bank shall counter guarantee the same....</p>	<p>a) It is requested to amend the clause such that the security deposit is 3% of evaluated annual contract value instead of total evaluated value as per price bid of the tender.</p> <p>b) Further, DCI will obtain the BG towards Security Deposit from the Visakhapatnam branch of Canara Bank/ Union Bank, which is having its branch at Kolkata. In such case, Employer may elaborate the clause regarding clarity on counter guarantee to be issued by any of Kolkata/Haldia branch of issuing bank.</p>	<p>a) Not accepted. Tender condition stands.</p> <p>b) In case of issuance of BG from the bank outside Kolkata / Haldia, any branch situated in Kolkata / Haldia should submit declaration to the effect that they would stand by the obligation of the BG.</p>
6	10.12	20	SMPK reserves the right to ask any one of the bidders..... to submit a break-up of submitted price with adequate	Since it is competitive bidding, Contractor may not provide any price breakup or justification for the rates as the same is sensitive information & confidential in nature. Employer is	Not accepted.Tender provision stands.

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			justification.....	requested to modify the clause suitably.	
7	12.3	27	Validity of price bid – 180 days	Requested to limit the price bid validity to 90 days from the date of opening of Part-I (i.e., techno commercial bid) as keeping the high cost equipment standby for such a longer period is financially not viable.	Not accepted. Tender provision stands.
8	12.4	27	Price adjustment formula,  I = Changed price of fuel of IOCL at Haldia.	It is requested to consider average price of main fuel (HFHSD/VLSFO) for the month under consideration as I per IOCL/ BPCL/ HPCL circulars.  Alternatively, Employer is requested to compensate the escalation / de-escalation component at actual, as 100% hike of fuel price has been experienced in the last five years.	Not accepted. Tender provision stands.
9	13 (a) & 55	28 & 53	Duties & Taxes / BOQ: GST:  Prices quoted shall be including all statutory levies but excluding GST and the same shall be	There is no separate provision / column in the BOQ to indicate the GST component. The clause may be amended suitably.	The BOQ format provided in RailTel portal has column for quoting GST.

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			indicated separately in the relevant column of BOQ.		
10	14.1.1	29	Date of LOI - commencement of work within 30 day s form LOI	As the work is to commence within 30 days from LOI, it is requested to confirm the probable issue date of LOI, accordingly to plan deployment schedule of vessels.	LOI will be issued on finalisation of the tender process, which is expected to be completed in 3 months time.
11	14.1.3	29	<u>Penalty for delay in mobilization:</u> Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ 2.5% per week of Security Deposit.	In case of late deployment of dredgers for initial month, if depths are active for that month, SMPA is requested to not to penalize the contractor for late mobilization. Late mobilization penalty may be charged in case of non-achievement of depth for that initial month. The penalty for that initial month may pleas be reduced to 0.5% per week of security deposit.	Three TSHDs as stipulated in the tender to be considered as 100% mobilization. In the event of partial mobilization penalty would be applicable proportionately i.e. 33.33% penalty share per dredger.
12	17	32	Adequacy of the Tender: the dredged materials from Jellingham&Haldia Anchorage are being	Employer is requested to allow the Contractor for short dumping i.e., dumping a specific portion of quantity form Haldia Anchorage/ Jellingham at	Tender provisions stand. However, in case of necessity for change of dumping site, the advice of SMPK's consultant has to be implemented.

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			<p>dumped freely at Lower Sagar Dumping site at the distance of about 60 KM away from dredging sites. The dredged spoils from Upper Eden are being dumped at Lower Eden Area at distance of 22 KM.</p> <p>Some quantity of dredged material is also being disposed off through side casting methodology while dredging.....</p>	Eden in order to have savings in terms of time & money.	In case of change in dumping site the unit rate will be re-fixed as per the recommendation of NTCPC.
13	TS: 20.1	34	The least recorded depth in one neap survey shall remain valid till the next neap survey and shall form the basis of calculating reduction and disincentive of monthly payout.	Employer is requested to consider the lowest depth after excluding initial 10% of the soundings arranged in descending order for calculating shortfall of depth and evaluation of incentive / disincentive for payments to the contractor.	Not accepted. Tender provision stands.
14	TS: 20.3	34	<p><u>Hydrographic Survey:</u></p> <p>The contractor shall provide a suitable steel hulled launch with</p>	Employer is requested to conduct all survey by SMPA survey launch for conducting the surveys throughout	SMPK will provide the Survey launch on chargeable basis on actual hours of deployment for survey work. Presently hourly cost of such survey

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			equipment, spares& consumables includingmanning, fuel etc. for conduct of all surveys at his owncost. The launch should be certified by the authority to ply in the surveying area around the year. The launch should be fitted with a hydrographical model echo-sounder having frequency between 200 – 210 Khz, interfaced with heave sensors ,.....	the contract.	launch is approximately Rs 11,000/- plus GST subject to revision time to time.
15	TS: 21	35	<u>Minimum Interference with Navigation / Pilotage:</u> Dredging shall be carried out with minimum interference to navigation and movement of vessels as well as other conservancy works of the port and in accordance with thedirections of the Engineer of the Contract.	Please consider to pay Idle time charges for suspension of dredging due to following reasons: a) Suspension of dredging operations due to shipping movements. b) Dredging operations suspended at the instructions of Port authorities. c) Idling due to third party intervention. d) Idling due to adverse weather	Not accepted. Tender provision stands.

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				<p>conditions.</p> <p>e) Idling due to encountering of underwater obstructions.</p> <p>Item towards Idle time charges may please be inserted in the BOQ.</p>	
16	SCC: 24.2	36	<p><u>Scope of Work:</u></p> <p>Particulars of shipping channel from Haldia Anchorage to Lower Eden along with salient deliverables / milestones of the work.....</p>	<p>If lack of floatation is due to tidal variation is experienced in the navigational channel from Jellingham/ Haldia Anchorage/ Lower Jellingham Crossing to Lower Sagar Dumping area, then idle time charges on account of tidal variation shall be paid or alternate dumping location accessible in all tides may be provided to dump the material in such cases.</p>	Not accepted. Tender provision stands.
17	SCC: 24.3	37	<p><u>Scope of Work:</u></p> <p>Dredged materials may also be dumped partially or fully ashore at Nayachara island or any suitable area within a distance of 5 km from dredging site, if land is made available by SMPK</p>	<p>a) Kindly elaborate on the proposed method of shore pumping of partial/ full load at Nayachara Island.</p> <p>b) Shore pumping at</p>	The dredging area in Haldia Reach, where TSHD is unable to carry out dredging, may be dredged by deploying CSD / Grab dredger or in combination etc. The dredged materials may be dumped ashore as provided by SMPK within a distance of 5 km / designated area at LSD at



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			at no extra cost to SMPK.	<p>Nayachara Island Dyke should be constructed and maintained by the employer.</p> <p>c) In order to increase daily production, and due to non-availability of booster stations, Employer is requested to give us disposal area within the maximum distance of 2 km from the dredging area, in case of Haldia Reach dredging.</p>	no extra cost to SMPK. The land has been identified for shore disposal on the right Bank (Haldia side) within a distance of 5 km. Bidder may like to carry out site visit.
18	SCC: 24.4	37	<p><u>Scope of Work:</u></p> <p>The dredged materials also to be disposed off through rain-bowing/side casting at a distance of at least 80m from the dredging position. Such disposal by rain-bowing / side-casting will, however, is allowed when the tidal range of the dredging area is 3.8 m or more. The total</p>	<p>Since the rate variation is too high between side casting and sea dumping, Employer is requested to incorporate a separate item in the BOQ for rain-bowing/ side casting quantity.</p> <p>Also, please confirm that the side casting quantity of 1.0 M Cum is included in the BOQ quantities of respective areas.</p>	<p>The BOQ quantities are inclusive of side casting quantity. There is no specific stipulation as regards area-wise side casting quantity.</p> <p>The suggestion for separate item in BOQ is not accepted.</p>

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			quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres in any month subject to maximum of 1.0 Million Cubic Metres per annum.....		
19	SCC: 24.5 & 24.6	37 & 38	<p><u>Scope of Work:</u></p> <p>The dredging at Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach are required to be dredged during the 1<sup>st</sup> year of the contract by dredging 3.6 MM3 and thereafter 1.0 MM3 per year.....</p> <p>The dredging at Lower Eden has to be completed during the fair weather season only since dredging therein may not be practicable round the year due to prevailing weather conditions. ....</p>	<p>The entire dredging quantity in Haldia Reach is considered as maintenance dredging quantity only, please confirm. The Employer shall arrange environmental Clearance required for the portion of capital dredging, if any. Contractor is no way responsible for obtaining such clearances from statutory authorities.</p> <p>Please clarify whether the quantities mentioned against Haldia Reach and Lower Eden are only indicative or based on survey carried out.</p>	<p>Environmental Clearance is not required.</p> <p>The quantities have been assessed based on studies by SMPK's Consultant, NTCPC. However, in case of change of annual norms by the consultant, the same has to be executed by the contractor.</p>

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				<p>The quantity of 3.6 M Cum from Haldia reach will be dredged in first two years of the contract period and then after annual quantity norm of 1.0 M Cum will be achieved for 3<sup>rd</sup> to 5<sup>th</sup> year. Achieving above quantity or depth as proposed by SMPK at various zones (M1, U1, U2) of Haldia reach may be uncertain due to riverine nature and of capital in nature.</p> <p>SMPA should pay the actual quantity dredged based on above and release the payment without penalty.</p> <p>Upon completion of dredging quantity for that year or actual quantity dredged and dredgeable for that year, DCIL shall demobilize the craft deployed for dredging at Haldia Reach during that spell of time, Please confirm.</p> <p>Employer may please provide a layout map duly demarcating the shore pumping location alongwith proposed pipeline alignment for disposal of dredge material form</p>	<p>Kindly see the amendment below.</p> <p>Not accepted. Tender provision stands.</p> <p>Dredging is required round the year.</p> <p>Bidder may like to carry out site visit for deciding pipeline alignment by them.</p>

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				<p>CSD.</p> <p>Employer may please clarify on the method of measurement of dredging quantity in case of dredging with CSD / Grab and disposal through shore pumping / through barges respectively.</p>	<p>Measurement, in case of CSD to be done through Production Meter and for Grab dredger, the barge which would be utilised should have DLM and calculation of quantity would be done as explained at Clause-47.0.</p>
20	SCC: 24.12 (1) & (2)	38	<p>The contractor is required to provide online Dredging Monitoring System with integrated DLM similar to NTCWC Dredging Monitoring System. This will include also remote monitoring of dredger movements, positions, production and progress of contract continuously.</p> <p>Real-time autonomous post dredging bathymetry measurement by the dredgers by deploying onboard autonomous inflatable survey boats.</p>	<p>a. It is requested to clarify the specific requirements.</p> <p>b. These equipments may please be provided by employer.</p>	<p>Tender condition is clear. However, providing online Dredging Monitoring System by the contractor is optional. In case SMPK provides such equipment the same has to be fitted and made operational.</p>

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21	SCC: 24.7 & 32.4	38 & 42	<u>Scope of Work:</u> SMP have the liberty to direct the contract to dredge any other areas within the jurisdiction of SMPK	The quoted price is considering the areas indicated in the scope of work only. If, SMPK instruct to dredge any areas other than the scope of tender, the same shall be operated on daily hire basis at mutually finalized rates.	Payment to be decided as per <b>Clause-32.4.</b>
22	SCC: 24.9	38	<u>Scope of Work:</u> The dredgers shall be capable of carrying out simultaneous rain-bowing / side casting as well as filling hopper and the nozzle should be fitted at an angle of 60° to 90° from centreline of the dredger with 45° vertical angle.	Rain-bowing with a nozzle angle of 30° to 45° is highly practicable. As such SMPA is requested to accept for the same.	Tender condition prevails.
23	SCC: 25.2	39	Norms for annual volume of dredged materials for maintaining depths of dredging areas.....	Employer may please confirm that the Contractor is at liberty to prepare his own dredging programme in order to maintain the base depths at various dredging areas.	It would be the responsibility of Contractor to prepare their dredging programme provided dredging requirement as given by consultant is fulfilled.
24	SCC:	39	<b>Disincentive and</b>	Employer may please consider the	Kindly see amendment below.

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	26.0		<p><b>Penalty:</b></p> <p>If the depth falls below Base Level depth at any of the areas, Haldia Anchorage, Jellingham, Lower Jellingham Crossing &amp; Upper Eden, a disincentive @ 2.5% of equivalent monthly amount per month derived from BOQ for Haldia Anchorage, Jellingham, Lower Jellingham Crossing &amp; Upper Eden only taken together shall be deducted for the applicable period (proportionately) for each 0.1 Metre fall in depth from the targeted depths....</p> <p>In case of dredging in Haldia Reach, a disincentive shall also be applicable for shortfall of monthly dredging target i.e. 1/12th of respective annual requirement. The</p>	<p>following with respect to penalty / disincentive:</p> <p>a) No penalty shall be imposed towards shortfall of dredging quantity in case base depths as mentioned in clause no 25.1 page no 39 are maintained for the particular period.</p> <p>b) As disincentive clause shall be applicable in case of shortfall of monthly dredging target by calculating 1/12<sup>th</sup> of respective annual requirement; hence,</p> <p>In case quantity dredged for particular month is more than above monthly target, SMPA will pay actual monthly quantity dredged on monthly basis.</p> <p>c) Reimbursement of penalty amount towards non-achievement of base depths, in case excess siltation is observed or quantity dredged is more than quantity mentioned item wise in bill of quantities (Page no 53).</p>	<p>No other propositions are accepted. It is further clarified that there is no provision of depth related penalty for Haldia Reach.</p>

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			<p>monthly disincentive shall be equivalent to the shortfall percentage of value of monthly quantity as derived from BOQ &amp; monthly requirement of dredging.</p> <p>In the event of shortfall of dredging quantity (area-wise) from the annual norm a penalty equivalent to 50% value of the shortfall quantity (area-wise) will be applicable as penalty. This penalty will be applicable in addition to disincentive.</p> <p>In the event dredging is carried in any area other than the areas of the shipping channel as stipulated in the tender, disincentive and penalty shall not be applicable for the concerned period.</p>	d) Disincentive for shortfall in depths and penalty towards shortfall of dredging quantity shall not be applicable for Haldia Reach area, Please confirm.	
25	SCC: 31.4	42	Compensation/ cutback for excess / lesser	In case quantity dredged for particular month is more than the	Not accepted. Tender provision stands.

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			<p>siltation: The annual compensation shall be given under the following condition:</p> <p>If base level depths are maintained for at least 10 months (continuously or otherwise) subject to the further condition that depth does not fall by more than 0.1 Metre from base levels during the balance period.</p>	<p>monthly BOQ quantity, SMPA will pay actual monthly quantity dredged on monthly basis.</p> <p>We understand that annual variation in quantity dredged allowed is +25%, which shall be paid as per area-wise rate agreed. As there is a monthly penalty for non-achievement of depths, SMPA is requested to delete the clause of "If base level depths are maintained for at least 10 months (continuously or otherwise) .....during the balance period."</p> <p>Also to mention that, siltation is a natural phenomenon, which may be more than 25%, as we have experienced in other Ports, SMPA is requested to not to put upper limit as +25%.</p>	
26	SCC: 31.5	42	<p>Compensation/ cutback for excess / lesser siltation: The maximum compensation that shall be given will be capped at 25% of that particular</p>	<p>The excess or lesser quantity shall not have any cap for the natural phenomenon. Employer is requested to amend the clause accordingly.</p>	<p>In case of lesser siltation the annual norm would be revised with recommendations of NTCPCW.</p>



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			annual value		
27	SCC: 32.3	42	<u>Payment terms:</u>  Contractor shall submit the correct dredging bills, complete in all respects; at the end of every Calendar month and SMPK shall make payment within 45 days of receipt of completed /corrected bills and necessary clarification, if any.	It is requested that the monthly payment should be made within 15 days of receipt of corrected bills instead of 45 days.  Final bill shall be paid within 15 days.  Also requested to include provision for payment of interest on delayed payments beyond due date at the rate PLR 2%. The PLR means PLR of State Bank of India as on due date of payment.	Monthly payment would be made within 30 days from the date of receipt of correct bill. However, no interest would be payable for delay of payment under any circumstance.
28	SCC: 35.0	44	Responsibilities of SMPK	a) Please provide us the tariff rates of fresh water.  b) Employer may provide permission for in and out of spares & stores, etc. into Port area without involvement of Customs as Contractor is not carrying any commercial cargoes.  c) Also contractor enters the working area only for employer's work; therefore please allow contractors personnel, vehicles and equipment without any entry charge or fee.	a) As per Scale of Rates (SOR) revised time to time as available in SMPK Website.  b) Will be permitted subject to fulfilling required formalities.  Contractor is to follow required formalities.

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29	SCC: 45.0	49	<p><u>Termination of Contract:</u></p> <p>Without being liable for any compensation to the Contractor, the SMPK Board may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing.....</p>	Please include provision for contractor being compensated for the loss of opportunity, if the contract is terminated without any sufficient reason for contractor being at fault.	Not accepted. Tender provision stands.
30	SCC: 47.0	50	<p>Measurement of volume of dredged materials:</p> <p>The contractor shall submit certificate pertaining to calibration of hopper (indredger or barge as applicable) and load recorder by an international reputed and approved agency prior to the commencement of work. The contractor shall agree to recalibration by internationally reputed and approved agencies as</p>	<p>It is observed that estimated density of 1.79 ton/cbm is close to the actual bulk density of dredge material in the areas viz., Haldia Anchorage, Jellingham and Lower Jellingham Crossing areas. However, the difference of actual and estimated bulk densities is more in Upper Eden area.</p> <p>Therefore, pre-determining of bulk density for calculating the volume is not appropriate. Hence, monthly joint testing of soil samples collected from hopper of the dredger at various areas</p>	Tender conditions stand.

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			<p>required by the engineer.</p> <p>Average value of the bulk densities of samples collected will be deemed to 1790 kg/cbm (i.e. 1.79 ton /cbm).</p> <p>The contractor shall submit certificate pertaining to calibration of hopper (in dredger or barge as applicable) and load recorder by an international reputed and approved agency prior to the commencement of work. The contractor shall agree to recalibration by internationally reputed and approved agencies as required by the engineer.</p>	<p>/ zones shall be carried out and the average bulk density of the respective area / zone shall be considered for arriving at the measurement of volume of dredged materials for payment on monthly basis.</p> <p>Also Employer may confirm that the calibration of hopper and load recorder means calibration of DLM of TSHD and the same can be inspected and certified by Classification Society being a member of IACS.</p>	
31	SCC: 47.2	50	Measurement of payable quantity dredged through side-casting / rain-bowing is to be done as	Employer may please elaborate on the method of measurement of side casting quantity.	Tender conditions stand. Kindly refer <b>Clause-47.2</b> .

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			per the following formula: .....		
32	-	-	Underwater obstructions	Since new dredging area i.e., Haldia Reach is proposed for dredging, Employer is requested to confirm that the dredging area is clear of any kind of underwater obstructions which can hamper dredging work or affect dredgers.	There exists no known underwater obstruction in the proposed dredging areas.

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1	Clause No. 8.1 Page 17 of tender conditions	Quantum of Earnest Money Deposit (EMD)	INR 1730 Lakh as 'Earnest Money Deposit is abnormally high.  Requested to Limit the same to a maximum of 0.5% of the estimated cost (INR 860 Lakh.)	Not accepted.Tender provision stands.
2		EMD through RTGS/NEFT	Requested to allow the bidder to submit the entire EMD amount in	At least Rs. 10.0 Lakh is to be deposited through NEFT/RTGS and BG is to be submitted for the

			the form of BG.	balance amount.
3	Clause No. 8.2 Page 18 of tender conditions	...failing which the EMD instrument would be en-cashed.	The submitted bid security BG shall be valid till validity of bid. Extension of validity of the bid along with validity of BG will be at the option of bidder.	Not accepted. Tender condition stands.
4	Clause No. 9.1 Page 18 of tender conditions	Security Deposit for a sum equivalent to 3% of the total evaluated value	<p>Since the contract is for 5 years and the balance contract value diminishes year on year. Therefore, the Bidder should be allowed submit revised BG at the end of every year, based on the balance contract value which would valid for the balance period of contract. The SMPK shall return the previous BG on receipt of the new BG on account of security deposit.</p> <p>Illustration:</p> <p>1<sup>st</sup> year 3% of 5year contract value 2<sup>nd</sup> year 3% of 4year contract value 3<sup>rd</sup> year 3% of 3year contract value 4<sup>th</sup> year 3% of 2year contract value 5<sup>th</sup> year 3% of 1year contract value</p>	Not accepted. Tender provision stands.
5		The Security Deposit	The security deposit may please be	Security Deposit would be

		will be released within 60 days after successful completion of the contract period.	released within seven days from date of taking over of works by the Engineer.	released after 30 days of successful completion of work and demobilization of equipment.
6	Clause No. 9.3 Page 18 of tender conditions	General Manager, Marine shall have the right to ask for the extension of the above Bank Guarantee...	This is unlimited and open-ended right for seeking extension of validity. Since the contract period is for 5 years, please clarify/define specific circumstances, the bidder is obligated to extend the validity of BG.	This is required to safeguard delay, if any, in finalization of the tender.
7	Clause No. 9.4 Page 18/19 of tender conditions	Commencement/ mobilization shall within the prescribed mobilization period after issuance of <b>'Letter of Intent'</b>	Since "letter of intent" does not constitute formal acceptance of the offer/ bid, requested to modify the clause to "The contractor shall commence the work within the prescribed mobilization period after issuance of "Letter of Acceptance/ Work order"	Not accepted. Tender condition stands.
8	Clause No. 10.10 Page 19 of tender conditions	'Bid Security Declaration' as per Clause - 8.0. This shall bind to keep his offer valid for acceptance up to <b>180 days</b> from	The Validity of bid may be limited to a max of 90 days from the date of opening of Part-I (Techno Commercial Part).  Idling the scarce and the high-cost equipment for such a longer period	Not accepted. Tender condition stands.

		the date of opening of Part-I (Techno Commercial Part)	waiting for decision is only unproductive and huge loss to the bidder.	
9	Clause No. 10.12 Page 20 of tender conditions	SMPK reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification	<p>Since this is a competitive bid, contractor should not be bound to provide either break up details of their prices quoted or provide justification for the same.</p> <p>Further, the condition likely dilutes the very purpose of competitive bidding process and the concept of fair price discovery.</p> <p>Therefore, requested to delete/modify the conditions accordingly.</p>	Not accepted. Tender condition stands.
10	Clause No. 10.13 Page 20 of tender conditions	General Manager, Marine or his representative may convene meeting with the bidder with Seven days prior notice which the bidders will have to attend, failing which decisions of the General Manager	Please clarify on, whether the envisaged meeting would be held pre-bidding stage, during the bid evaluation process or post-award stage.	This may be required during bid evaluation stage.

11	<p>Clause No. 11 (x) Page 21 of</p> <p>Clause No. 11.3.1, Page 23</p> <p>Clause No. 11.3.8, Page 25</p>	<p>In computing the Technical Capability and Financial Capacity of the Tenderer / Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates <b>would also be eligible hereunder</b></p>	<p>Appears some clarification is missing on the method of computation of technical and financial capacity of JV/ Consortium.</p> <p>Please clarify the method of computation of technical and financial capacity appears some clarification is missing with suitable illustration.</p>	<p>The firms with at least 26% equity holding each shall be allowed to jointly meet eligibility criteria as stipulated at <b>Clause-2.0</b>.</p>
12	<p>Clause No. 14.1.1 Page 29 of tender conditions</p>	<p>Mobilization Period:</p> <p>On placement of 'Letter of Intent', the dredgers &amp; equipment are to be mobilized at Haldia and commence dredging within 30 days and commence operation.</p>	<p>Since "letter of intent" does not constitute formal acceptance of the offer/ bid, requested to modify "The contractor shall commence the work within the prescribed mobilization period after issuance of "Letter of Acceptance/ firm work order"</p>	<p>Not accepted. Tender condition stands.</p>
13	<p>Clause No. 14.1.2 Page 29 of tender conditions</p>	<p>No Mobilization&amp; De-mobilisation charges will be payable to the contractor separately.</p>	<p>Required to provide separate item for Mobilization and De-mobilization of the equipment. The charges shall be released immediately on commencement of work without insisting for BG.</p>	<p>Not accepted. Tender condition stands.</p>



			Mob and de-mob charges shall be provided especially for the mobilizing the CSD (clause 27), whose requirement is only for one year.	
14	Clause No. 14.1.3 Page 29 of tender conditions	Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ 2.5% per week of <b>Security Deposit</b> .	Please clarify	Weekly penalty shall be calculated on the amount of Security Deposit. Three TSHDs as stipulated in the tender to be considered as 100% mobilization. In the event of partial mobilization penalty would be applicable proportionately i.e. 33.33% penalty share per dredger.
15	Clause No. 14.2 Page 29 of tender conditions	De-mobilisation is to be completed within 45 days of completion of the contract period.	The bidder should be allowed to de-mobilize the equipment immediately soon after completion of the contract without any undue delay.	Demobilization would be allowed immediately on satisfactory completion of the contract.
16	Clause No. 17 Page 33 of tender conditions	ADEQUACY OF THE TENDER Whatever information given in the tender document is only intended as a general guidance for the	SMPK should assume responsibility for the correctness / accuracy of the data/ information provided in the tender document and the bidder is responsible for the interpretation of the information and any additional information required to be collected for their	All the data provided in the tender are historical and correct. However, the contractor should not refer these in case of any event of unsatisfactory performance. The bidder, therefore, may like to assess the site conditions on his or her own for satisfactory execution of the project.

		contractor and no warranty is given for the correctness of the same.	satisfaction. Please clarify.	
17	Clause No. 19 Page 34 of tender conditions	<b>MATERIALS TO BE DREDGED</b>  Alluvial in nature and consists of fine sand, silt, clay and mud.	Provide certificate declaring that there are no underwater obstructions, wreck, etc. in the area to be dredged.	There is no known underwater obstructions, wreck, etc. in the areas to be dredged.
18	Clause No. 21 Page 35 of tender conditions	<b>MINIMUM INTERFERENCE WITH NAVIGATION / PILOTAGE</b>  Dredging shall be carried out with minimum interference to navigation and movement of vessels as well as other conservancy works of the port and in accordance with the directions of the Engineer of the Contract.	Idle time charges shall be paid by the SMPK on account of idling of the dredgers due to idling of equipment on account of any reason not attributable to the contractor	Not accepted. Tender condition stands.

19	Clause No. 20.0 Page 34 of tender conditions	The least recorded depth in one neap survey shall remain valid till the next neap survey and shall form the basis of calculating reduction and disincentive of monthly pay-out.	Requested to modify that the average of lowest 25% of soundings shall be considered for depth short fall and form the basis of calculating reduction and disincentive of monthly pay-out.	Not accepted. Tender condition stands.
20	Clause No. 20.3 Page 34 of tender conditions	The contractor shall provide a suitable steel hulled launch with equipment	Please clarify whether the survey launch to be provided is for conducting the “Joint Surveys“ OR only meant for conducting independent surveys by the bidder.	SMPK will provide the Survey launch on chargeable basis on actual hours of deployment for survey work. Presently hourly cost of such survey launch is approximately Rs 11,000/- plus GST subject to revision time to time.
21	Clause No. 20.2 Page 34 of tender conditions	The raw survey data may be read, interpreted and processed either manually or electronically, depending upon the available resources and recorded in a log book. The log book shall be signed jointly	Please clarify on whether the raw survey data to be processed jointly by SMPK and contractor OR independently by the SMPK.	The raw survey data to be processed jointly by SMPK and contractor.

		by the Engineer's and the Contractor's representatives.		
22	Clause No. 24.7 Page 38 of tender conditions	SMP, Kolkata will have the liberty to direct the contractor to dredge any other areas within the jurisdiction of SMPK.	SMP, Kolkata shall compensate suitably for time and cost for the same.	Kindly see <b>Clause-32.4.</b>
23	Clause No. 24.9 Page 38 of tender conditions	At least one the dredgers proposed shall be capable of carrying out simultaneous rain-bowing/side casting as well as filling the hopper.	As per our understanding, the method of dredging with rain-bowing/side casting method is one of the option available to the contractor. Therefore there SMPK should not insist for dredger with rain-bowing capability. Please clarify.	Not accepted. Tender condition stands.
24	Clause No. 24.12 para 1 & 2 Page 38 of tender conditions	The contractor is required to provide <b><u>online Dredging Monitoring</u></b> System with integrated DLM similar to NTCPCW Dredging Monitoring System.	Please clarify on <b><u>online Dredging Monitoring &amp; real time autonomous post dredging bathymetry measurement</u></b>  Please Indicate expected minimum infrastructure, connectivity facilities and location, etc. to be provided on to achieve this.	Providing online Dredging Monitoring System by the contractor is optional. In case SMPK provides such equipment, the same has to be fitted and made operational.

25	Clause No. 27.0  Page 40 of tender conditions	TECHNICAL EVALUATION  At least three TSHDs capable of working safely at different dredging areas and speed not less than 10 knot	Requested to leave the flexibility of deploying number of dredgers and their capacity to meet the maintenance dredging requirement to the contractor.	Contractor may deploy more than three TSHDs if necessary for maintaining targeted depths.
26	Clause No. 32.3, Page 42 of tender conditions	SMPK shall make payment within 45 days of receipt of completed / corrected bills and necessary clarification, if any	Requested that the payment shall be released within 15 days from the date of submission of bills and necessary clarification, if any.	Monthly payment would be made within 30 days from the date of receipt of correct bill. However, no interest would be payable for delay of payment under any circumstance.
27		Delayed Payments	Interest @ rate of PLR shall be paid for any delay in release of payment beyond 15days.	Not accepted. Tender condition prevails.
28	Clause No. 35, Page 44 of tender conditions	SMPK will post one representative who shall act as Pilot .... The said representative will also read and record dredging reports, operating time, idle time, breakdown of	Clause 30 talks about the Consultant (Independent Third Party) and Clause 35 Pertains posting of pilots on dredger.  Please clarify on role and responsibilities Pilots and Consultants (Independent Third Party) to be posted on the dredger.	The Independent Third Party Representative engaged by SMPK is for technical auditing of dredging operations by the dredger. As regards representative of SMPK kindly see <b>Clause-35.5</b> .

		the dredger etc. jointly with Contractor's representative. These dredging reports along with Neap Survey reports will form the basis of payment under the Contract, which would be required to be submitted in triplicate to the Engineer every week.		
29	Clause No. 41, Page 49	<p><b>CONTRACTOR'S WORKING AREA</b></p> <p>The Contractor shall be allowed working area as necessary, subject to availability on payment of applicable charges.</p>	Primary purpose of contractor's entry into the working area is only to carry out the SMPK's work. Therefore, requested allow free access to contractor's personnel, equipment, stores, etc., without levy of any charges/ fee.	Not accepted. Tender condition stands.
30	<p>Clause No. 45, Page 49</p> <p>Para vi &amp; vii of tender</p>	<p><b>TERMINATION OF CONTRACT</b></p>	Appears the conditions are too harsh and unilateral. Therefore requested to modify the clauses suitably by including "if the	Not accepted. Tender condition stands.

	conditions		contractor wilfully defaults in maintaining the depths, even after providing reasonable opportunity to rectify the default.”	
31	Clause No. 45.2 Page 49 of tender conditions	Risk Purchase	The overall contractor’s risk should be limited to the 10% of the contract value.	Not accepted. Tender condition stands.
32	Clause No. 48.0, Page 51 of tender conditions	LAW OF THE LAND	Neither party shall be responsible for any consequential damages to other party.	Not accepted. Tender condition stands.
33	NIT	Bid submission Date	SMPK is requested to give at least ”Three Weeks” time for submission of bids from the date of providing pre-bid clarifications.	Bid submission date extended. Kindly see below.

Sl. No.	Reference of Tender Document			Query	
	Clause No.	Page No.	Brief Description		

1	2 (1) (c)	11	One similar completed work, work costing not less than the amount equal to INR 275.2 Crore or equivalent /executed quantity not less than 8.656 Million Cubic Metre.	We request you to reduce the executed Quantity from 8.656 Million M <sup>3</sup> to 6.000 Million M <sup>3</sup> for Single Similar Work.	Not accepted. Tender condition stands.
2	8.1	17	The bidders shall be required to deposit INR 1730 Lakh as 'Earnest Money Deposit' (EMD) payable to 'Syama Prasad Mookerjee Port, Kolkata, Haldia Dock Complex through RTGS/NEFT.	In this context we urge you to reduce the EMD value from Rs. 17.30 Crore to Rs. 3.44 Crore i.e., 1% of Rs. 344.00 Crore for the project which shall be in line with the PQ criteria that has been fixed on one year's estimated value of work of Rs. 344.00 Crore from your end. Please confirm.	Not accepted. Tender condition stands.
3	14.1.1 & 14.1.3	29	<b>Mobilization Period:</b> On placement of 'Letter of Intent', the dredgers & equipment are to be mobilized at Haldia and commence dredging within 30 days and commence operation.  <b>Penalty for delay in mobilization:</b> Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ 2.5% per week of Security Deposit.	We request you to consider mobilization of equipment within 30 days of placement of Work Order instead of LOI and remove the Penalty Clause on delay in mobilization of the equipment as well.	Not accepted. Tender condition stands.



4	24.5	37	<p>The dredging at Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach are required to be dredged upto the levels of 8m, 7m &amp; 4m at Zone-M1, Zone-U1 &amp; Zone-U2 respectively during the 1st year of the contract by dredging 3.6 MM<sup>3</sup> and thereafter 1.0 MM<sup>3</sup> per year. The dredging at Zone-U1 &amp; Zone-U2 may be considered separately by utilizing a Cutter Suction Dredger or Grab as practicable in addition to TSHD towards improvement of depths at the shortest possible time especially during 1st year of the contract.</p>	<p>We request to divide the tender into 2 separate tenders:  <b>(a)</b> Cutter Suction Dredger work &amp; <b>(b)</b> Trailing Suction Hopper Dredgers (TSHD) work for the following reasons  1. For fair &amp; better rates. Saving of money  2. Smooth functioning as a company specialized in CSD operations shall participate in CSD tender &amp; a company specialized in TSHD shall participate in TSHD tender.</p>	
5	24.3	37	<p>Dredged materials may also be dumped partially or fully ashore at Nayacharal Island or any other suitable area within a distance of 5KM from dredging site, if land is made available by SMPK at no extra cost to SMPK.</p>	<p>We request you to kindly allow to dump the dredged material in deeper channel.</p>	<p>Dumping shall be done at designated dumping sites only.</p>
6	24.5	37	<p>The dredging at Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach are required to be dredged upto the levels of 8m, 7m &amp; 4m at Zone-M1, Zone-U1 &amp; Zone-U2 respectively during the 1st year of the contract by dredging 3.6 MM<sup>3</sup> and thereafter 1.0 MM<sup>3</sup> per year.</p>	<p>We request you to provide the exact Latitudinal &amp; Longitudinal Locations of the desired dredging Zones.</p>	<p>Already explained above.</p>

7	26.2 & 26.3	39 & 40	<p>26.1 If the depth falls below Base Level depth at any of the areas, Haldia Anchorage, Jellingham, Lower Jellingham Crossing &amp; Upper Eden, a disincentive @ 2.5% of equivalent monthly amount per month derived from BOQ for Haldia Anchorage, Jellingham, Lower Jellingham Crossing &amp; Upper Eden only taken together shall be deducted for the applicable period (proportionately) for each 0.1 Metre fall in depth from the targeted depths at Jellingham / Haldia Anchorage / Lower Jellingham Crossing / Upper Eden. Maximum fall in depth in any area out of Jellingham, Haldia Anchorage, Lower Jellingham Crossing &amp; Upper Eden shall be taken into account for working out disincentive.</p> <p>26.2 In case of dredging in Haldia Reach, a disincentive shall also be applicable for shortfall of monthly dredging target i.e. 1/12th of respective annual requirement. The monthly disincentive shall be equivalent to the shortfall percentage of value of monthly quantity as derived from BOQ &amp; monthly requirement of dredging.</p>	<p>You are requested to confirm us whether it is mandatory to achieve both the desired depth of dredging and requisite quantity as well. If at all we fail to achieve any one of the just mentioned entity, will it entail any penalty from your end? Please confirm us this matter.</p>	<p>Kindly see Clause-26.0.</p>
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			26.3 In the event of shortfall of dredging quantity (area-wise) from the annual norm a penalty equivalent to 50% value of the shortfall quantity (area-wise) will be applicable as penalty. This penalty will be applicable in addition to disincentive.		
8	21.0	35	<p>MINIMUM INTERFERENCE WITH NAVIGATION / PILOTAGE</p> <p>Dredging shall be carried out with minimum interference to navigation and movement of vessels as well as other conservancy works of the port and in accordance with the directions of the Engineer of the Contract.</p>	Please consider Idle Charges for encumbrances caused thereof.	Not accepted. Tender condition stands.
9			Drawings & Soundings	Drawings furnished along with Tender Documents are not discernable. Therefore, we request you to provide clear drawings on all Dredging Channels.	Kindly download hydrographic charts from <a href="https://kopt.enivida.in">https://kopt.enivida.in</a> .

### **Amendment to the tender provision.**

Sl. No.	Page No.	Clause No.	Original provision	Amended Provision
1.	37	24.5	The dredging at <b>Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach</b> are required to be dredged	The dredging at <b>Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach</b> are required to be dredged and a total

			upto the levels of 8m, 7m & 4m at <b>Zone-M1, Zone-U1 &amp; Zone-U2</b> respectively during the 1 <sup>st</sup> year of the contract by dredging 3.6 MM <sup>3</sup> and thereafter 1.0 MM <sup>3</sup> per year. The dredging at <b>Zone-U1 &amp; Zone-U2</b> may be considered separately by utilizing a Cutter Suction Dredger or Grab as practicable in addition to TSHD towards improvement of depths at the shortest possible time especially during 1 <sup>st</sup> year of the contract. In case of dredging by deploying Cutter Suction Dredger, the dredged materials is to be pumped ashore at the designated site provided by SMPK within 5 KM from the dredging site, otherwise dumping is to be carried out at Lower Sagar Dumping area.	quantity of 7.6 MM <sup>3</sup> during 5 years of contract period as detailed below: 1 <sup>st</sup> & 2 <sup>nd</sup> year- 1.8 MM <sup>3</sup> per year and thereafter 1.33 MM <sup>3</sup> per year.  The dredging at <b>Zone-U1 &amp; Zone-U2</b> may be considered separately by utilizing a Cutter Suction Dredger or Grab as practicable in addition to TSHD towards improvement of depths at the shortest possible time especially during 1 <sup>st</sup> year of the contract. In case of dredging by deploying Cutter Suction Dredger, the dredged materials is to be pumped ashore at the designated site provided by SMPK within 5 KM from the dredging site, otherwise dumping is to be carried out at Lower Sagar Dumping area.												
2.	39	25.2	<div>Norms for annual volume of dredged materials for maintaining depths are given below:</div> <table><tr><td>Areas</td><td>Maintaining Targeted Depth (M from CD)</td><td>Volume norm (Million Cubic Metres)</td></tr><tr><td>Haldia Anchorage, Jellingham and Lower Jellingham Crossing.</td><td>≥4.8</td><td>4.2 per annum.</td></tr></table>	Areas	Maintaining Targeted Depth (M from CD)	Volume norm (Million Cubic Metres)	Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	≥4.8	4.2 per annum.	<div>Norms for annual volume of dredged materials for maintaining depths are given below:</div> <table><tr><td>Areas</td><td>Maintaining Targeted Depth (M from CD)</td><td>Volume norm (Million Cubic Metres)</td></tr><tr><td>Haldia Anchorage, Jellingham and Lower Jellingham Crossing.</td><td>≥4.8</td><td>4.2 per annum.</td></tr></table>	Areas	Maintaining Targeted Depth (M from CD)	Volume norm (Million Cubic Metres)	Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	≥4.8	4.2 per annum.
Areas	Maintaining Targeted Depth (M from CD)	Volume norm (Million Cubic Metres)														
Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	≥4.8	4.2 per annum.														
Areas	Maintaining Targeted Depth (M from CD)	Volume norm (Million Cubic Metres)														
Haldia Anchorage, Jellingham and Lower Jellingham Crossing.	≥4.8	4.2 per annum.														

			<table><tr><td>Upper Eden</td><td>≥5.3</td><td>4.3 per annum.</td></tr><tr><td>Lower Eden</td><td>≥6.5</td><td>0.8 per annum.</td></tr></table> <p>Norm for annual volume of dredged materials at Haldia Reach would be 3.6 MM<sup>3</sup> during the 1<sup>st</sup> year and thereafter 1.0 MM<sup>3</sup> per year.</p>	Upper Eden	≥5.3	4.3 per annum.	Lower Eden	≥6.5	0.8 per annum.	<table><tr><td>Upper Eden</td><td>≥5.3</td><td>4.3 per annum.</td></tr><tr><td>Lower Eden</td><td>≥6.5</td><td>0.8 per annum.</td></tr></table> <p>Norm for annual volume of dredged materials at Haldia Reach would be 1.8 MM<sup>3</sup> per year for 1<sup>st</sup>&amp; 2<sup>nd</sup> year and thereafter 1.33 MM<sup>3</sup> per year.</p>	Upper Eden	≥5.3	4.3 per annum.	Lower Eden	≥6.5	0.8 per annum.
Upper Eden	≥5.3	4.3 per annum.														
Lower Eden	≥6.5	0.8 per annum.														
Upper Eden	≥5.3	4.3 per annum.														
Lower Eden	≥6.5	0.8 per annum.														
3.	40	26.2	In case of dredging in Haldia Reach, a disincentive shall also be applicable for shortfall of monthly dredging target i.e. 1/12 <sup>th</sup> of respective annual requirement. The monthly disincentive shall be equivalent to the shortfall percentage of value of monthly quantity as derived from BOQ & monthly requirement of dredging.	In case of dredging in Haldia Reach, a disincentive shall be applicable for shortfall of annual dredging target. The annual disincentive shall be equivalent to the shortfall percentage of annual quantity actually dredged vis-à-vis annual requirement of dredging specified in Clause-25.2.												
4.	40	26.3	In the event of shortfall of dredging quantity (area-wise) from the annual norm a penalty equivalent to 50% value of the shortfall quantity (area-wise) will be applicable as penalty. This penalty will be applicable in addition to disincentive.	In the event of shortfall of dredging quantity (area-wise) from the annual norm a penalty equivalent to 50% value of the shortfall quantity (area-wise) will be applicable as penalty. This penalty will be applicable in addition to disincentive. However, no such penalty against shortfall in dredging quantity shall be imposed except for Haldia Reach if DCIL maintains the depth of minimum 5.0m at Jellingham and 5.5m at Upper Eden simultaneously at least for a period of 10 months in a year. The penalty against shortfall in dredging quantity in respect of Haldia Reach shall be levied as per provision of <b>Clause-26.3.</b>												

5.	67	Annexure-VI	<p><b><u>Calculation of disincentive (Clause-26.1).</u></b></p> <p>In a month considering following depth situation:  Depth at Haldia Anchorage: 4.8 m throughout the month.  Depth at Jellingham: 4.6 m for 15 days and 4.8 m for rest of the month.  Depth at Lower Jellingham Crossing: 4.8 m throughout the month.  Depth at Upper Eden: 5.4 m throughout the month.</p> <p>Maximum fall at Jellingham i.e. 0.2m (4.8-4.6) &amp; affected period is 15 days.  Disincentive= <math>2.5 \times 2 = 5\%</math> for 15 days.  Monthly Quantity: Annual Quantity (Haldia Anchorage +Jellingham + Lower Jellingham crossing + Lower Eden)/12 months.  Value of the monthly quantity = Y (Calculated based on agreed unit rates) Monthly disincentive = 5% of Y  Deductable disincentive for 15 days would be = <math>\{(5\% \text{ of } Y) / \text{Nos. of days of the Month}\} \times 15 \text{ days}</math>.</p>	<p><b><u>Calculation of disincentive (Clause-26.1).</u></b></p> <p>In a month considering following depth situation:  Depth at Haldia Anchorage: 4.8 m throughout the month.  Depth at Jellingham: 4.6 m for 15 days and 4.8 m for rest of the month.  Depth at Lower Jellingham Crossing: 4.8 m throughout the month.  Depth at Upper Eden: 5.4 m throughout the month.</p> <p>Maximum fall at Jellingham i.e. 0.2m (4.8-4.6) &amp; affected period is 15 days.  Disincentive= <math>2.5 \times 2 = 5\%</math> for 15 days.  Monthly Quantity: Annual Quantity (Haldia Anchorage +Jellingham + Lower Jellingham crossing + Upper Eden)/12 months.  Value of the monthly quantity = Y (Calculated based on agreed unit rates of different areas).  Monthly disincentive = 5% of Y  Deductable disincentive for 15 days would be = <math>\{(5\% \text{ of } Y) / \text{Nos. of days of the Month}\} \times 15 \text{ days}</math></p>
6.	41	31.1	<p>Excess / lower siltation in the channel is deemed to have taken place if the total volume of dredged materials per annum exceeds / falls below norm set as per clause 25.2. In case of excess siltation above the norm, SMPK shall pay the contractor at the rate of the 'equivalent per cbm value' of the</p>	<p>Excess / lower siltation in the channel is deemed to have taken place if the total volume of dredged materials per annum exceeds / falls below norm set as per clause 25.2. In case of excess siltation above the norm, SMPK shall pay the contractor at the accepted rate of dredging (per cbm) of the area concerned.</p>

			contract for each extra cbm above norm.	
7.	42	32.2	The contractor will be paid minimum of the value of 1/12 <sup>th</sup> of annual quantity of the respective year as indicated in the Price Bid Format or the actual quantity dredged through normal disposal at disposal site as well as rain-bowing / side-casting during the month as calculated on the basis of cbm rate after applying disincentive / penalty for maintaining the depth with reference to the targets. The maximum payable quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres per month subject to maximum of 1.0 Million Cubic Metres per annum.	The contractor will be paid minimum of the value of 1/12 <sup>th</sup> of annual quantity of the respective year as per annual norm or the actual quantity dredged through normal disposal at disposal site as well as rain-bowing / side-casting during the month as calculated on the basis of cbm rate after applying disincentive / penalty for maintaining the depth with reference to the targets. The maximum payable quantity dredged through rain-bowing / side casting shall not exceed 0.10 Million Cubic Metres per month subject to maximum of 1.0 Million Cubic Metres per annum.

The last date of submission of tender is extended upto 1500 hours on 24.11.2022 and the techno-commercial part of the tender would be opened at 1530 hours on 25.11.2022.