

Clarifications/Amendments dated 22.2.2023

Clarifications/amendments following pre-bid discussions held on 16.11.2022 in connection with Tender No. MRN/HMP/445/280, Dated 09.11.2022 floated for Dredging of Lock and Approach Jetty and De-siltation of Grooves, Cambers of Lock Gates at KPD and NSD.

Sl. No.	Reference of Tender Document			Bidder's Query	SMPK Reply
	Clause No.	Page No.	Brief Description		
1.	4.1	9	Pre-qualification criteria	Please clarify whether the hours mentioned is including of dredger shifting hours.	As regards 4.1 and 4.3 of pre-qualification criteria the bidder is required to submit detailed calculation of production considering dumping site within a distance of 3 kms. The bidders shall give presentation in this regard to satisfy SMPK as regards the above statement before opening of price bid.
2.	8.1(b)	13	Valid Trade License.	Trade License is not applicable for us as we are a service provider company. Please clarify if shop & establishment license will be applicable.	Any valid license for doing business will do.
3.	8.1(v)	16	Details of supervision and Liaison	Should be allowed to submit after the award of the contract.	This has to be submitted along with technical bid.
4.	Note:1	33	Scope of Work Requisition for the next item will be placed.	Please clarify what will be the time period given for completion of each item.	Specified in NIT at Clause-20.6.
5.	22.6	35	Police verification.	Police verification certificate issued in the crew hometown should also be accepted.	Condition mentioned in NIT prevails.
6.	22.11	36	Manning	Mobilization charge as per actual should be paid extra as	Not accepted. Tender condition prevails.

				applicable.	
7.	26.0	38	Guaranteed Availability.	2 days in a month should be allowed without any deductions for maintenance of equipments.	Not accepted. Tender condition prevails.
8.	27.1 (a)	38	Daily Hire Charges.	Daily hire charge should be paid irrespective of the running hours if the equipment is available for operation at half an hour notice.	Not accepted. Tender condition prevails.
9.	27.1 (b)	39	Hourly Operational Charge.	Please provide us the fuel escalation formula.	Refer Clause-15.0.
10.	28.1	39	Deduction and Penalties	Clause can be deleted as the deduction should be as per the rate quoted against the daily hour charge.	Not accepted. Tender condition prevails.
11	28.1	40	Deduction and Penalties	Please clarify whether the 15% deduction is additional to the 25% mentioned above.	Clause-28.1 is amply clear.
12	28.1 (Para 1)	40	Deduction and Penalties	Is Crane/Grab must for tender? Can we use submersible dredging pump for dredging operation?	In the event of using submersible pumps for dredging operations as qualified during technical evaluation, there would be no penalty on non-operation of Crane/Grab.
13	28.1 (Para 4)	40	Deduction and Penalties	Please confirm how much duration will be given initially for achieving the target depth. Penalty @2.5% looks very high and can be reduced @1% of daily hire charge.	Kindly see Clause-29.0. The suggestion by the bidder not accepted.

				<p>If the equipments are idled due to any reasons that are attributed to the Employer, then idle charges should be paid.</p> <p>After pre dredge survey, depending on the base depth sufficient duration should be given for achieving the required depth without any penalty.</p>	
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Sl. No.	Reference of Tender Document			Bidder's Query	SMPK Reply
	Clause No.	Page No.	Brief Description		
1	21.3	34	Method of dredging /de-silting	<p>We are working various ports with cutter suction dredger for the same work. As desired in the tender we are qualifying with all aspects and therefore you are requested to allow appropriate CSD to complete the work.</p> <p>If there is any damage, the bidder should rectify the same at their own cost. Therefore we request you to kindly remove the clause for better and fair competition.</p>	Tender condition prevails. Kindly see Clause-21.3.

Sl.	Reference of Tender Document		
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No.	Clause No.	Page No.	Brief Description	Bidder's Query	SMPK Reply
1.			Earnest Money Deposit	We request you to accept EMD on annual value of Contract and also in B.G. form.	EMD on annual value not accepted. For further details kindly see amendment below.
2.			Mobilisation period	We request you to consider mobilization time to be minimum 5 months with extendable period of minimum 30 days on penalty.	Tender provision stands.
3.			Methodology	You have mentioned that methodology of dredging can be done at our discretion. Therefore want your clarification whether we can do excavation by crane mounted on a dumb barge and transport the silt by sending mechanized country boat (capacity to lower 40/50 tons each) and dump it at the designated place.	Not accepted. The craft should be self propelled with in-built hopper.
Sl. No.	Reference of Tender Document		Brief Description	Bidder's Query	SMPK Reply
	Clause No.	Page No.			
1.			EMD	EMD- Request you to accept EMD in the form of B.G. as being accepted by all major ports in their different tenders.	Kindly see amendment below.
2.			Mobilization	Mobilization time - Request you to increase the mobilization time for 60 days to 120 days.	Tender provision stands.
3.				You have mentioned that the capacity to dredge should be 1000 M3 of silt per day in 8 hours of operation in staggered manner. Therefore want you to clarify whether if we deploy a 500 cum	Tender provision stands.

				capacity barge is acceptable to you as the total work is in staggered manner and we can do 2 trips of 500 cum each time or you want minimum 100 cum of barge capacity?	
4.				Security Deposit - We request you to keep the SD at 10% of annual Evaluated value as was done in the last tender 5 years back (Mrn/HMP/445/61 dt. 13.02.17)	Tender provision stands.

Sl. No.	Reference of Tender Document			Bidder's Query	SMPK Reply
	Clause No.	Page No.	Brief Description		
1.	27.1 (a)	38		Wherein a minimum of at least 04 hours of running operation is imperative in spite of being on standby towards full payment of daily hire charges. Please clarify that, during operation if the Dredging equipments are on standby and the same are unable to dredge due to port constraint. Then under such conditions would the daily hire charges be payable.	In the event of stoppage of operation due to Port's constraints, wherein the contractor is unable to work at least 4 hours, daily hire charges would be payable.
2.	27.1(b)	39		Note that the lowest bidder shall be evaluated as per the EVC wherein the hourly running charges as quoted in BOQ is an integral part of the competitive bidding process (the same is also a governing factor in ascertaining the L1 bidder) and any variation in the hourly running charges during the tenancy of the proposed contract period would grossly effect the financial economics of the L1 price bid. Note, as the daily and hourly charges is a fixed contractual rate and is only subject to escalation and De - escalation on the hourly running charges based on the procurement price of HSD. Both these factors are instrumental in determining the L1 bidder and therefore any decrease in	Tender provision stands.

				the hourly running charges of the Dredging equipment would grossly effect the economic viability of the proposed contract. At clause 27.1(b) wherein the HRC only includes cost of fuel consumed and does not have any provision for cost of lub oil consumed by all the dredging machineries require facilitating dredging operation on an hourly basis and lubing oil consumed by the respective dredging machineries during their respective service routines.	
3.	4.2 & 21.4	9 & 35		At page 9 and page 35 under clause 4.2 & 21.4 where in the age of crafts to be deployed shall not be more than 15 years on date of issuance of work order. Note, as per previous tenders of SMPK, the age of the crafts to be deployed should not more than 15 years from date of submission of bid.	The age of the crafts to be deployed should not more than 15 years as on last date of submission of bid. The relevant clause stands modified accordingly.
4.	4.4	10	Pre-qualification criteria	At page 10 of the pre-qualification criteria clause 4.4 "Similar work" means "dredging and/or de - silting work". In regard with this clause, we would kindly request yourselves to also define means by which the dredging and de - siltation work is to be executed. Further, kindly clarify that whether the hopper and grab capacity of the dredging equipments are to be certify by the local licensing Authority of W.B. (I.V.) and minimum required level of statutory certification required for the designated dredging crafts. Further at page 34 to 80 clause 21.2, since the intended dredging system should have a capacity of 1000 M3 of silt in 8 hours of continuous dredging, meaning that the hourly dredging capacity should not be less than 125 M3 per hour within a single dumping operation. Further in terms of penalty clause page 40 to 80 kindly note that if crane of higher capacity are fitted on the dredging equipment then penalty for single crane operation should be waived off. These clarifications would enable us to compile a precise & well defined bid and thus resulting in a fair base for all competing bidders.	The dredger deployed should have valid certificate as per IWT Act. However, higher certificate will also be acceptable. The capacity of the grab and the capacity of hopper to be certified by an independent authority/Naval Architect. In the event of certification of Naval Architect, it should be countersigned by IWT Authority. The other suggestions of the bidder not accepted.

5.		16	EMD	With reference to EMD at page 16 of the tender document wherein Rs. 42.04 lakhs towards EMD should be deposited to SMPK via RTGS/NEFT. Note, in other tenders of SMPK wherein Rs. 10 lakhs is paid via RTGS/NEFT and balance amount vide bank guarantee. We urge your good office in earnest to amend the EMD clause by virtue of having to submit a bank guarantee of the requisite amount on the whole sum of EMD. This procedure is also being followed in other major ports.	Kindly see amendment below.
6.	17.0	29	Mobilization period	At page 29 of 80 under clause 17.0 mobilization time we would urge your good office in earnest to amend the mobilization time to 120 days in place of 90 days as stipulated in the bid document.	Tender provision stands.
7.	21.2	34		At page no. 34 of 80 under clause 21.2, kindly clarify in details as to what arrangement would be required for showing the output of the dredging system. Please clarify in detail.	The barge should have fitted with Draft Load Indicator/Monitor.
8.		39	Deduction penalty &	At page 39 of 80 under deduction & penalties, kindly note that you have stipulated 03 types of penalties for non-performance of the dredging equipment. Further the depth to be achieved over a fixed period of time as stipulated should be limited to an annual contract year and therefore cannot be calculated on a broad forward basis from one contract year to another contract year. However, 03 types of penalties for a singular part non-performance of the proposed contract, may please be viewed and deliberated in detail. A detailed clarification may please be issued in this regard. For instance, considering a real time contract situation, wherein penalty due to breakdown of dredging equipment would amount to 25% of daily hire charges as penalty in addition to other penalties as specified in tender document. Note, that the governing depth of both approach jetties would be effected due to the non-performance of the Dredging equipments and other additional penalties would only in turn escalate the quoted	Tender provision stands.

			contract price in terms of factoring the additional loss in various penalties.	
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Sl. No.	Reference of Tender Document			Bidder's Query	SMPK Reply
	Clause No.	Page No.	Brief Description		
1.	1.0	4	Tender Notice	No query	
2.	28.1	40	Deduction and Penalties	<p>Please note that as per above clause, it is quite evident that the esteem port is intending to hire a grab dredger or a methodology similar to a grab dredger, having Two Nos. Cranes and Grabs to achieve an output of 1000 M³ in 8 hours. However, following points which were part of the similar tender called for the subject work on 6th June, 2017 have been missed out.</p> <p>A declaration that the crafts proposed to be deployed is free from all encumbrances and lien. In case the vessels/equipments are not owned by the bidders directly, a legal agreement with the owner of the vessel/equipment in respect of the tender must be submitted covering the entire period of the contract.</p> <p>Please note, without the above point, bidders without any access / availability to any marine equipment will also be eligible to quote for the subject tender.</p>	<p>In case the qualified methodology is to deploy grab dredger, two cranes with fitted grab is essential.</p> <p>Back to back agreement is to be submitted in case of hired equipment; along with a declaration stating that the craft is free from all encumbrances and lien.</p>

				<p>Also please note that as per clause 28.1 on page 40 stated above, a penalty is proposed in case if the vessel / equipment is unable to work with both the crane/grab, a penalty @ 15% of the quoted Daily Hire Charge per day on prorated basis would be deducted.</p> <p>However, the specification / requirement of the tender does not state that the vessel should be equipped with Two Nos. Crane and Grabs.</p> <p>Request for the above Clause Looking to the above we hereby request to kindly incorporate following clauses:</p> <ul style="list-style-type: none"> a. <i>A declaration that the crafts proposed to be deployed is free from all encumbrances and lien. In case the vessels/equipments are not owned by the bidders directly, a legal agreement with the owner of the vessel/equipment in respect of the tender must be submitted covering the entire period of the contract.</i> b. <i>The equipment / vessel proposed should be fitted with 2 cranes and suitable size grabs to achieve an output of 1000 M³ in 8 hours.</i> 	
3.	29.0, 28.1	41,40	Target for maintenance of depth, Deduction and Penalties	Please note that we have been dredging the subject location of Approach Jetty of NSD and KPD since January, 2018 and would	Kindly see the amendment below.

			<p>like to draw your attention to various Hydrographic Survey Charts for the year 2018 to 2022 wherein the depth of this approach jetty has been near to 4.5 m and 3.5 m at NSD and KPD respectively.</p> <p>Desiring a minimum depth of 6.5/6 m for NSD and 4.8/5.0 m for KPD, involves capital dredging at this location which shall not be treated at par with the maintenance dredging being carried out since last 5 years.</p> <p>Please note to our understanding the desired depth of 6.5 m and 5.0 m for NSD and KPD respectively has never ever achieved. However, In case if any study has been made to achieve the targeted depths, we request to kindly share the same with us.</p> <p>Further, adding a heavy penalty clause of 2.5% for every 0.1 Meter fall in depth with an average availability of 2 hours for dredging makes the subject tender financially and technically unviable.</p> <p>Request for the above Clause Looking to the above we hereby request to kindly incorporate following changes in the</p>	
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				<p>clauses:</p> <p>Dredging activity has to be carried out at the Approach Jetty round the year to achieve</p> <p>(i) A minimum targeted depth of 4.5 m for NSD.</p> <p>(ii) A minimum targeted depth of 3.5 m for KPD.</p> <p>If the depths of an area fall below the target, <u>penalty @ 1% of daily hire charges</u> shall be deducted for the applicable period (i.e. for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 Meter fall in depth from the targeted depths up to a maximum penalty of 10% of the contract value.</p> <p>Please note the maximum penalty of 10% of the contract value is generally found and accepted in all the dredging tenders called by all other major ports of India.</p>	
4.	4.2,26.3	9,38	Pre-qualification criteria, Guaranteed Availability	<p>Please note that although the age of the craft to be deployed is mentioned and a period of 30 days is being allowed for maintaining certificate of Class. However, the requirement of the registration survey,</p>	Already specified earlier.

			<p>plying limits etc has not been specified in the tender.</p> <p>Further, for the subject location, the vessel to be deployed is not required to be maintained under class and an Inland Vessel having a valid Certificate of Survey would suffice.</p> <p>Request for the above Clause Looking to the above we hereby request to kindly incorporate following clauses:</p> <p>Registration of Vessel: To be registered under I.V. Act.</p> <p>Certification: Must have valid certificate of survey during the period of contract</p> <p>Propulsion: Preferable self-propelled vessel/craft capable to withstand strong current outside NSD and KPD specially during bore tides.</p> <p>Dredging Equipment: 2 Nos. Crane / Backhoe along with 2 Nos. Grab / bucket mounted on the dredger capable of dredging on either side of the dredger.</p> <p>We once again request you to kindly go</p>	
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				through the above and consider them as pre-bid queries and also kindly arrange a meeting for discussion of the subject points as they might be important for the subject tender based on the experience of last 5 years of the subject work.	
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In view of above following amendments are proposed in the NIT.

Amendment to the Tender Provision

Sl No.	Clause No.	Page No.	Description	Original Provision	Amended Provision
1	2.0 (c-ii)	4	SOT	<p>The intending bidders should deposit Earnest Money (EMD) equivalent to an amount of Rs. 42.04 Lakh/- (Rupees Forty Two Lakh Thirty Four Thousand Hundred only) to Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata, Name of Bank & Branch: Indian Overseas Bank, Current Account No.: 227002000000018.</p> <p>IFS Code: IOBA0002270.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vender / contractor: b. Tender No: c. Amount remitted: d. Date of remitted: e. U.T.R No.</p>	<p>The intending bidders should deposit Earnest Money (EMD) equivalent to an amount of Rs. 42.04 Lakh/- (Rupees Forty Two Lakh Thirty Four Thousand Hundred only) to Syama Prasad Mookerjee Port, Kolkata as detailed at Clause-9.0. RTGS / NEFT is to be made into the designated bank account of Syama Prasad Mookerjee Port, Kolkata, Name of Bank & Branch: Indian Overseas Bank, Current Account No.: 227002000000018.</p> <p>IFS Code: IOBA0002270.</p> <p>Concerned vendors / contractors must ensure that the remitting bank positively enters their name and Tender no. in the 'Sender to Receiver' column at the time of making payment of Bid document fee by RTGS / NEFT. Details of Bid document fee remitted should be entered by the participating vendor / contractor in the space provided in the e-tender as indicated hereunder.</p> <p>a. Name of remitting vender / contractor: b. Tender No: c. Amount remitted: d. Date of remitted: e. U.T.R No.</p>
2			EARNEST MONEY DEPOSIT	<p>9.0 Earnest Money Deposit (EMD):</p> <p>a) An amount of Rs. 42.04 Lakh/- (Rupees Forty Two Lakh and Four Thousand only) shall be deposited to Syama Prasad</p>	<p>9.0 Earnest Money Deposit (EMD):</p> <p>a) The bidders shall be required to deposit an</p>

			<p><i>Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata.</i></p> <p><i>b) Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. EMD of L-I bidder will only be retained. Tender submitted without EMD shall not be considered.</i></p> <p><i>c) After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may opt for converting the EMD as a part of Security Deposit. In case the successful bidder fails to submit the Security Deposit in terms of tender conditions, the EMD will be liable for forfeiture.</i></p> <p><i>For Micro & Small Enterprise (MSEs) registered with NSIC:-</i></p> <p><i>(i) Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.</i></p> <p><i>(ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items</i></p>	<p>amount of Rs. 42.04 Lakh/- (Rupees Forty Two Lakh and Four Thousand only) shall be deposited to Syama Prasad Mookerjee Port, Kolkata separately by RTGS / NEFT along with their offer directly into the designated bank account of Syama Prasad Mookerjee Port, Kolkata. Alternatively, an amount of INR 10.0 Lakh (Rupees Ten Lakh) shall be paid through RTGS / NEFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized / scheduled bank, having Branch at Kolkata. In the event of issuing Bank Guarantee by any Branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of Calcutta High Court. Specimen EMD format is attached at Annexure-XVII. The Bank Guarantee shall remain valid for a period of 6 months from the scheduled date of opening of Part-I of the bid with a further claim period of one month. In the event issuing Bank Guarantee, the original Bank Guarantee (original) should reach the office of Director, Marine Department within 3 days of opening techno-commercial bid.</p> <p>b) Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be encashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within</p>
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				<p>they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT, otherwise their offer will not be considered.</p> <p>(iii) Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued or Certificate of District Industries Centre (DIC) or AADHAR based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.</p>	<p>the validity period of the offer, failing which the EMD instrument would be en-cashed. Tender submitted without EMD shall not be considered.</p> <p>c) After conclusion of tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.</p> <p><i>For Micro & Small Enterprise (MSEs) registered with NSIC:-</i></p> <p>(i) Micro & Small Enterprises (MSEs) registered with NSIC/MSME (under single point registration scheme) are exempted from depositing Cost of Tender Document and Earnest Money.</p> <p>(ii) If Micro & Small Enterprises (MSEs) registered with NSIC intends to participate in the tender, for the items they are not registered with NSIC, then they will have to deposit cost of Tender Document, full amount of Earnest Money as per NIT, otherwise their offer will not be considered.</p> <p>(iii) Copy of valid NSIC Registration Certificate with list of stores/items/services/works for which registration is issued or Certificate of District Industries Centre (DIC) or AADHAR</p>
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					based MSME certificate where the categories of firms i.e. Micro or Small is mentioned must be submitted along with the bid.
3	3.2	6	Important instruction for e-tender.	Single stage single cover system comprising of Techno- Commercial Bid and Price Bid.	Single stage Two cover system comprising of Techno- Commercial Bid and Price Bid.
4	8.1 (t)	16	Mode of submission of bid.	Power of Attorney in original in connection with signing the tender document.	Scan copy Power of Attorney in connection with signing the tender document.
5	8.1 (w)	16	Mode of submission of bid.	Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. F.Y. 2018-19, F.Y. 2019-20 & F.Y. 2020-21).	Copies of Audited Balance Sheet and Profit & Loss A/c. for last 3 years (i.e. F.Y. 2019-20, F.Y. 2020-21 & F.Y. 2021-22).
6	13.1	28	GST	<p>13.1 GST</p> <p>a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.</p> <p>b) Suppliers/ service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.</p> <p>c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and instructions there under applicable in India from time to time</p>	<p>13.1 GST</p> <p>a) The prices quoted shall be including all statutory levies excluding GST, which will be paid extra. GST shall not be considered for evaluation of the bids.</p> <p>b) Suppliers/ service providers to confirm that the GST amount charged in invoice is declared in its return and payment of taxes is also made.</p> <p>c) The supplier/service provider agrees to comply with all GST laws, including GST acts rules, regulations, procedures, circulars and instructions there under applicable in India from time to time and to ensure that such</p>

				<p>and to ensure that such compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with SMPK, then payments to retained from due payments till such time SMPK is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to SMPK in terms of GST laws and that the credit of GST so taken by SMPK is not required to be reversed at a later date along with applicable interest.</p> <p>d) SMPK has the right to recover monetary loss including interest and penalty suffered by it due to any on-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMPK for the fault of supplier shall be recovered by SMPK by way of adjustment in the consideration payable.</p> <p>e) Supplementary invoices/Debit</p>	<p>compliance is done within the time prescribed under such laws. Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN. In case there is any mismatch between the details so uploaded in GSTN by Supplier/Service Provider and details available with SMPK, then payments to retained from due payments till such time SMPK is not sure that accurate tax amount is finally reflected in the GSTN to SMPK's Account and is finally available to SMPK in terms of GST laws and that the credit of GST so taken by SMPK is not required to be reversed at a later date along with applicable interest.</p> <p>d) SMPK has the right to recover monetary loss including interest and penalty suffered by it due to any on-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to SMPK for the fault of supplier shall be recovered by SMPK by way of adjustment in the consideration payable.</p> <p>e) Supplementary invoices/Debit note/credit note for price revisions to enable SMPK to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.</p>
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				<p>note/credit note for price revisions to enable SMPK to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding Financial Year.</p> <p>f) The purchase order/work order shall be void, if at any point of time you are found to a black listed dealer as per GSTN rating system and further no payment shall be entertained.</p> <p>g) All bidders to note for execution of work following steps are required to be taken so that SMPK can avail the Input Tax Credit, wherever applicable.</p> <p>i) Spare parts which is to be procured from OEM/authorized dealers the contractor will ensure invoices are drawn in the name of the contractor however, it should be marked account SMPK with ship name and address of the vessel as per applicable Acts and rules of GST. SMPK would provide GST registration number for availing Input Tax Credit.</p> <p>ii) As far as possible all other materials to be procured from first/2nd stage</p>	<p>f) The party should ensure that GST invoice raised on SMPK tallies with the online data available for input tax credit and as per GST rules. The Invoice should be E-invoice as GST Rules.</p> <p>13.2 If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.</p>
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				<p>dealer and maintained the above formalities to the extent possible so that SMPK can avail the Input Tax Credit but it shall not be mandatory.</p> <p>iii) The party should ensure that GST invoice raised on SMPK tallies with the online data available for input tax credit and as per GST rules.</p> <p>13.2 If any new taxes and duties, increase in existing taxes and duties are imposed by the Central/State Government and is applicable in this contract, these shall be paid by the Trustees in addition as the same are not included in the quoted rates.</p>	
7	23.0	36	SMP, Kolkata's Responsibilities.	<p>SMP, Kolkata shall provide electrical shore connection at the jetties / berths in Kolkata supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at SMP, Kolkata's discretion. SMP, Kolkata's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case SMP, Kolkata decides to supply fuel oil (HSD) in exigencies, the contractor has to collect and store the same with their own means and maintain proper account for the same, and in such case hourly running charges will</p>	<p>SMP, Kolkata shall provide electrical shore connection at the jetties / berths in Kolkata supply fresh water from its water barges, water hydrants, whenever possible, free of cost. But this is not a binding obligation and is solely at SMP, Kolkata's discretion. SMP, Kolkata's Mooring / Berthing facilities will be provided free of cost as and when practicable. In case SMP, Kolkata decides to supply fuel oil (HSD) in exigencies, the contractor has to collect and store the same with their own means and maintain proper account for the same, and in such case hourly running charges will not be paid.</p>

				<p>not be paid.</p> <p>SMP, Kolkata would also facilitate obtaining Gate Passes for the contractor's personnel (ship's crew & Liaison Officer) for entry at KPD/NSD free of cost.</p>	<p>SMP, Kolkata would also facilitate obtaining RFID Passes for the contractor's personnel (ship's crew & Liaison Officer) for entry at KPD/NSD against applicable charges.</p>
8	28.1	39	Deduction and Penalties.	<p>28.1 For the work under Clause-20.1 of the 'Scope of Work'.</p> <p>SMP, Kolkata will not pay the Daily Hire Charge for the days the operation of the vessel / equipment is suspended for the reasons attributed to the contractor. Further, a sum equivalent to 25% of the "Daily Hire Charge" under the price bid item 1(a) of Annexure-I (Format of Price Bid) will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD".</p> <p>The vessel / equipment are unable to work with both the crane/grab, a penalty @ 15% of the quoted Daily Hire Charge per day on prorata basis would deducted.</p> <p>However, the Engineer of the contract may waive the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor.</p>	<p>28.1 For the work under Clause-20.1 of the 'Scope of Work'.</p> <p>SMP, Kolkata will not pay the Daily Hire Charge for the days the operation of the vessel / equipment is suspended for the reasons attributed to the contractor. Further, a sum equivalent to 25% of the "Daily Hire Charge" under the price bid item 1(a) of Annexure-I (Format of Price Bid) will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD".</p> <p>The vessel / equipment are unable to work with both the crane/grab, a penalty @ 15% of the quoted Daily Hire Charge per day on prorata basis would deducted.</p> <p>However, the Engineer of the contract may waive the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor.</p> <p>Failure to maintain the targeted depths at the</p>

				<p>Failure to maintain the targeted depths at the Approach Jetty as mentioned shall attract penalty as follows:</p> <p>If the depths of an area fall below the target, penalty @ 2.5% of daily hire charges shall be deducted for the applicable period (i.e. for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 Meter fall in depth from the targeted depths.</p> <p>However, Penalty shall not be applicable if the average dredging window (including the time taken for placing the dredger at the position, maneuvering, dredging as well as removing the dredger) is less than 2 hrs per day at each of the Approach jetties for the entire period subject period i.e. 120 hours in a 30 day's month for KPD and NSD approach jetty taken together.</p>	<p>Approach Jetty as mentioned shall attract penalty as follows:</p> <p>If the depths of an area fall below the target, penalty @ 1% of daily hire charges shall be deducted per day for the applicable period (i.e. for the period from the date on which the contractor was to achieve the target till the date on which the contractor actually achieved the target) for each 0.1 Meter fall in depth from the targeted depths.</p> <p>However, Penalty shall not be applicable if the average dredging window (including the time taken for placing the dredger at the position, maneuvering, dredging as well as removing the dredger) is less than 2 hrs per day at each of the Approach jetties for the entire period subject period i.e. 120 hours in a 30 day's month for KPD and NSD approach jetty taken together.</p>
9	29.0	41	Target for maintenance of depths.	<p>On an average two hours shall be made available for dredging at each of the Approach Jetty at KPD and NSD each day. The minimum depth on the commencement day of the contract shall be treated as the base depth.</p>	<p>The contractor is required to maintain targeted depths for both NSD Approach Jetty along with Lock Barrel and KPD Approach Jetty along with Lock Barrel. On an average two hours daily shall be made available for dredging at each of these areas where targeted depth is to be maintained.</p>

At the Approach Jetty, the minimum increase in depth to be achieved (till a depth of 6.5 m for NSD Approach Jetty and 5.0 m for KPD Approach Jetty is achieved), shall be higher of the two values i.e. (a) and (b):

a. Values as mentioned in the table below:

Sl. No.	Minimum increase in Depth to be achieved at the Approach Jetty with respect to the base depth.	Time period from the commencement of operations.
1.	0.3 m	3 months
2.	0.5 m	4 months
3.	0.7 m	5 months
4.	0.6 m	6 months
5.	0.8m	7 months
6.	0.9 m	8 months
7.	1.0 m	9 months
8.	1.1m	10 months

b. 0.1m more than the reported depth of the previous month.

Failure to achieve the desired depth each month shall attract penalty as per Clause of Special Conditions of the Contract.

Presently, 4.8 m & 3.9 m are being maintained at NSD Approach Jetty & Lock Barrel and KPD Approach Jetty & Lock Barrel respectively, which are required to be improved to 6.5m & 5.0m within a period of 12 months progressively as detailed below. From 13th month onward till completion of the contract the achieved depths of both the areas are to be maintained throughout the balance period of the contract. Failure to achieve and maintain the targeted depths will attract penalty @ 1% of Daily Hire Rate per day for each 0.1 shortfall simultaneously for both the areas for the affected period. Prior to handing over the sites, a joint survey is to be conducted and the minimum depth available would be Base level depths.

a) NSD Approach Jetty and Lock Barrel.

Sl. No.	Depths to be achieved.	Time period from the commencement of operations	Reference depth for calculation of penalty	Remarks
1.	5.1 m	First 3 months	Base level	Depth shall not be increased from 6.5 m under any circumstance.
2.	5.3 m	During 4 th month	5.1 m	
3.	5.4 m	During 5 th month	5.3 m	
4.	5.6 m	During 6 th month	5.4 m	
5.	5.7 m	During 7 th month	5.6 m	
6.	5.9 m	During 8 th month	5.7 m	
7.	6.0 m	During 9 th month	5.9 m	
8.	6.2 m	During 10 th month	6.0 m	

				<p>Dredging activity has to be carried out at the Approach Jetty round the year to achieve.</p> <p>(i) A minimum sounding of 6.0 m and a targeted depth of 6.5 m for NSD.</p> <p>(ii) A minimum sounding of 4.8 m and a targeted depth of 5.0 m for KPD</p>	<table><tr><td>9.</td><td>6.3 m</td><td>During 11th month</td><td>6.2 m</td><td rowspan="3"></td></tr><tr><td>10.</td><td>6.5 m</td><td>During 12th month</td><td>6.3 m</td></tr><tr><td>11.</td><td>6.5 m</td><td>From 13th month till completion of contract.</td><td>6.5 m</td></tr></table> <p>b) KPD Approach Jetty and Lock Barrel.</p> <table><tr><th>Sl. No.</th><th>Depths to be achieved.</th><th>Time period from the commencement of operations</th><th>Reference depth for calculation of penalty</th><th>Remarks</th></tr><tr><td>1.</td><td>4.1 m</td><td>First 3 months</td><td>Base level</td><td rowspan="11">Depth shall not be increased from 5.0 m under any circumstance.</td></tr><tr><td>2.</td><td>4.2 m</td><td>During 4th month</td><td>4.1 m</td></tr><tr><td>3.</td><td>4.3 m</td><td>During 5th month</td><td>4.2 m</td></tr><tr><td>4.</td><td>4.4 m</td><td>During 6th month</td><td>4.3 m</td></tr><tr><td>5.</td><td>4.5 m</td><td>During 7th month</td><td>4.4 m</td></tr><tr><td>6.</td><td>4.6 m</td><td>During 8th month</td><td>4.5 m</td></tr><tr><td>7.</td><td>4.7 m</td><td>During 9th month</td><td>4.6 m</td></tr><tr><td>8.</td><td>4.8 m</td><td>During 10th month</td><td>4.7 m</td></tr><tr><td>9.</td><td>4.9 m</td><td>During 11th month</td><td>4.8 m</td></tr><tr><td>10.</td><td>5.0 m</td><td>During 12th month</td><td>4.9 m</td></tr><tr><td>11.</td><td>5.0 m</td><td>From 13th month till completion of contract.</td><td>5.0 m</td></tr></table>	9.	6.3 m	During 11 th month	6.2 m		10.	6.5 m	During 12 th month	6.3 m	11.	6.5 m	From 13 th month till completion of contract.	6.5 m	Sl. No.	Depths to be achieved.	Time period from the commencement of operations	Reference depth for calculation of penalty	Remarks	1.	4.1 m	First 3 months	Base level	Depth shall not be increased from 5.0 m under any circumstance.	2.	4.2 m	During 4 th month	4.1 m	3.	4.3 m	During 5 th month	4.2 m	4.	4.4 m	During 6 th month	4.3 m	5.	4.5 m	During 7 th month	4.4 m	6.	4.6 m	During 8 th month	4.5 m	7.	4.7 m	During 9 th month	4.6 m	8.	4.8 m	During 10 th month	4.7 m	9.	4.9 m	During 11 th month	4.8 m	10.	5.0 m	During 12 th month	4.9 m	11.	5.0 m	From 13 th month till completion of contract.	5.0 m
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10	34	42	Payment	<p>The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 7th day of the next month along with certified log book extracts, duly certified by the authorised Officer of SMP, Kolkata together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with</p>	<p>The contractor will be paid on monthly basis. Contractor will be at a liberty to engage the dredger for any number of hours a day, depending on the availability of the dredging site. However, monthly payment for “hourly running charge” will be restricted to considering working on an average of 8 (eight) hours per day. The contractor has to submit the bill/invoice for a month within 7th day of the next</p>																																																															

				<p>original bills from the authorised oil supplier /dealer with the monthly bills. SMP, Kolkata will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.</p> <p>Should SMP, Kolkata request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.</p> <p>After receiving Work Order from SMP, Kolkata, the successful bidder must submit their Bank Account No. with <u>E.C.S.</u> facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by SMP, Kolkata through bank.</p>	<p>month along with certified log book extracts, duly certified by the authorized Officer of SMP, Kolkata together with the original supporting documents duly signed with stamp by EIC/ Master of vessel along with original bills from the authorized oil supplier /dealer with the monthly bills. SMP, Kolkata will endeavour to pay the contractor within 45 days from the date of submission of authentic and correct bill.</p> <p>Should SMP, Kolkata request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.</p> <p>After receiving Work Order from SMP, Kolkata, the successful bidder must submit their Bank Account No. with <u>E.C.S.</u> facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by SMP, Kolkata through bank.</p>
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The last date of submission of tender is extended to 16.03.2023 up to 1700 hours and the Techno-commercial part will be opened after 1000 hours on 17.03.2023.

The amendment and corrigendum will be an integral part of the original NIT.

(Bank Guarantee format for Earnest Money Deposit)

To
The Board of SMPK Board
For the Port of Kolkata.

BANK GUARANTEE NO.....DATE.....
Name of Issuing Bank.....
Name of Branch.....
Address.....

In consideration of the Board of Syama Prasad Mookerjee Port, Kolkata, a Body Corporate, duly constituted under The Major Port Authorities Act, 2021, having agreed to exempt M/s....., a Proprietary / Partnership/Limited/Registered Company, having its Registered office at(hereinafter referred to as “The Contractor”) from cash payment of Earnest Money Deposit in connection with Tender No..... for..... (write the name of the work as per tender) for the due fulfilment by the contractor of all the terms and conditions contained in the said tender, on submission of a Bank Guarantee for Rs..... (Rupees.....), we.....

.....Bank.....Branch, Kolkata....., do, on the advice of the bidder, hereby undertake to indemnify and keep indemnified the SMPK Board to the extent of the said sum of Rs..... (Rupees.....). We, Bank.....Branch, Kolkata....., further agree that if a written demand is made by the SMPK Board through any of its officials for honouring the Bank Guarantee constituted by these presents, We, ... Bank.....Branch, Kolkata....., shall have no right to decline to cash the same for any reason whatsoever and shall cash the same and pay the sum so demanded to the SMPK Board within a week from the date of such demand by an A/c Payee Banker's Cheque drawn in favour of “Syama Prasad Mookerjee Port, Kolkata” without any demur. Even if there be any dispute between the contractor and the SMPK Board, this would be no ground for us.....(Name of Bank),Branch, Kolkata....., to decline to honour the Bank Guarantee in the manner aforesaid. The very fact that We..... Bank.....Branch, Kolkata....., decline or fail or neglect to honour the Bank Guarantee in the manner aforesaid shall constitute sufficient reason for the SMPK Board to enforce the Bank Guarantee unconditionally without any reference, whatsoever, to the bidder.

2. We..... Bank.....Branch, Kolkata, further agree that a mere demand by the SMPK Board at any time and in the manner aforesaid is sufficient for us..... Bank.....Branch, Kolkata, to pay the amount covered by this Bank Guarantee in full and in the manner aforesaid and within the time aforesaid without reference to the bidder and no protest by the bidder, made either directly or indirectly or through Court, can be valid ground for us.....BankBranch, Kolkata, to decline or fail or neglect to make payment to the SMPK Board in the manner and within the time aforesaid.

3. WeBank.....Branch, further agree that the Bank Guarantee herein contained shall remain in full force and

effect, during the period that is taken for finalization of the tender and that it shall continue to be enforceable till all the terms and conditions of the said tender have been fully honoured /fulfilled by the tenderer and accordingly, the SMPK Board have discharged the Bank Guarantee, subject however, that this guarantee shall remain valid upto and inclusive ofdays of.....20-- and subject also to the provision that the SMPK Board shall have no right to demand payment against this guarantee after the expiry of 1 (one) calendar month from the expiry of the aforesaid validity period up to.....or any extension thereof made by us.....Bank.....Branch, Kolkata, in further extending the said validity period of this Bank Guarantee on Non-Judicial Stamp paper of appropriate value, as required/determined by the SMPK Board, only on a written request by the SMPK Board to the tenderer for such extension of validity of this Bank Guarantee.

4. We.....Bank. Branch, Kolkata, further agree that, without our consent and without affecting in any manner our obligations hereunder, the SMPK Board shall have the fullest liberty to vary from time to time any of the terms and conditions of the said tender to extend the time for full performance of the said tender including fulfilling all obligations under the said tender or to extend the time for full performance of the said tender including fulfilling all obligations under the said tender by the tenderer or to postpone for any time or from time to time any of the powers exercisable by the SMPK Board against the tenderer and to forebear or enforce any of terms and conditions relating to the said tender and we..... Bank.....Branch, Kolkata, shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any fore-bearance, act or commission on the part of the SMPK Board or any indulgence by the Board to the tenderer or by any such matter or thing of whatsoever nature, which under the law relating to sureties would, but for this provision have effect of so relieving usBankBranch, Kolkata.

5. We,.....Bank.Branch, Kolkata, lastly undertake not to revoke this Bank Guarantee during its currency except with the previous consent of the SMPK Board in writing.

SIGNATURE.....

NAME.....

DESIGNATION.....

(Only constituted attorney for and on behalf of)

BANK.....

BRANCH.....Kolkata.

(OFFICIAL SEAL OF THE BANK)