

**CORRIGENDUM-III**

**Sub: Development of Water Aerodrome on Tapti river at Surat, Gujarat.**

**Ref: NIT No. SMPK/KDS/CIV/T/2753/25 Dt. 19.04.2023**

Reference to subject tender, please find the followings vide this CORRIGENDUM - III :

- I) Authority's Reply to query of bidders
- II) Annexure –I for Amended clauses

All other terms & conditions and Clauses will remain same as per original.

**Superintending Engineer (RT & Contract Cell)  
For Chief Engineer  
Syama Prasad Mookerjee Port, Kolkata**

## Response of Authority to Bidders' Queries

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E-Tender for “Development of Water Aerodrome on Tapti river at Surat, Gujarat”.

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Sl. No	Relevant Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
1.	Cl.12 P-9	Site Visit	Will someone be present to take us around the site and orient us as to where the exact installation is required since onus of verifying road access for material movement has also been put on the bidder. Mere coordinates will not help do a site visit hence request help with the same	Refer to Annexure – I for amended clauses issued vide corrigendum – III dated 08.06.23.
2.	Cl.16 P-10	Refund of Performance Security after bidder performs and	Request clarification, does this mean upto installation?	Tender condition prevails.
3.	Cl. 22 P-10	The prices quoted will be without GST, which shall be paid extra	Request reconfirmation of the same as the BOQ does not specify that prices are to be quoted excluding GST which will be paid extra. Clause 11 vi page 24 Responsibility of Contractor for Methodology of Works says 'The rate quoted for the unit rate of individual items shall be inclusive of all direct and indirect taxes'	The matter has been clearly delineated in the said clause.
4.	Cl. 24 P-11	Payment as per Tender Document	Payment milestones are not mentioned in the NIT, request details of the same.	Payment will be made as per tender Cl. Nos. 61 & 62 at page.36.
5.	P-13	Period of Execution: 04 months	Since the scope included time taking process like desdin, approval and the Lol is expected to be issued in the middle of the monsoon, we request for the period of execution to begin from approval of good to build drawings and relaxation for any period that may coincide with the rains.	Tender condition prevails.

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6.	Cl. 1 P-15	The work as described in the Tender shall be executed in Kolkata	Request for the same to be amended appropriately as the installation is in Surat and the pontoons being recast can be cast near site or in a yard in any other place of convenience.	Work will be executed at Surat ,Gujrat.
7.	Cl. 3 viii P-15	Balance sheets for the last 03 years (i.e.:2019-20,2020-21,2021-22) are required to be submitted	Since our parent company is based in Sweden (Europe) where they follow accounting as per calendar year. We would like submit the documents in support of financial turnover for the years 2019, 2020 and 2021 (2022 balance sheets are finalization and have not yet been signed by the Auditors). Request a confirmation of acceptance for the same.	Refer to Annexure – I for amended clauses issued vide corrigendum – III dated 08.06.23.
8.	Cl. 4.2 P-16	Refund of Security Deposit	Request clarification of how and when the Security Deposit will be returned considering the extended defect liability period of 10 years.	May be refunded as per cl. 3.5(i) & (ii) of General Condition of Contract attached with the tender document..
9.	Cl. 9 P-17	Cess of 1% of billed amount will be recovered from every bill if applicable	Is the same applicable to this contract, request a confirmation to cost accordingly. Also will this be a non-refundable charges, if applied?	Refer to Annexure – I for amended clauses issued vide corrigendum – III dated 08.06.23.
10.	Cl. 11 P-17	Evaluation criteria: overall lowest offer will be considered	Page-9 clause-9 steps the trustees are not bound to accept the lowest offer. Request a clarification as to which clause applies.	Tender condition prevails.
11. 1 1	Cl. 4 P-19	Comprehensive Warranty - 10 years	Since the job involves where and tear parts as well, what will be the maintenance contract during the onsite comprehensive warranty period of 10 years. Maintenance cannot be included as each site has different condition and guestimating the parts inventory with restrict, competitive bidding.	Tender condition prevails.

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12.	Cl. 3.4e P-20	Submission of completion certificate from client along with supporting documents is a must to qualify	Since the practise of work orders is not a regular practise in Europe and their contracts are overned by strict confidentiality clauses, would a CA/ auditor certificate confirming execution of a said project along with value and endorsement of the project payments being received in that company be sufficient to prove qualification criteria. Please confirm	Tender condition prevails
13.	Cl. 3.4e P-20	Submission of completion certificate from client along with supporting documents is a must to qualify	SF Marina USA purchases significant pontoons and breakwaters from our parent company SF Marina in Sweden and pays for the same as any other client. Will these work orders and supportings issued by SF Marina USA to SF Marina Sweden be accepted as qualification criteria?	Refer to Annexure – I for amended clauses issued vide corrigendum – III dated 08.06.23.
14.	Cl. 3.4e P-20	Qualification Criteria	SF Marina is a credible and well known multinational brand with offices and manufacturing yards across the globe. The company has thousands of installations across various countries executed by group companies under the SF Marina brand using the same SF Marina technology and expertise as will be used in India for the tendered project. Since qualification criteria is mandated to confirm the executing capabilities of a bidder, we request for any successful project executed and completed under the SF brand be accepted as qualification criteria alongwith written confirmation from SF Marina Sweden (parent company) endorsing the same to be a SF Marina project	Tender condition prevails.

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15.	Cl. 4.6 P-22	Work will be awarded on receipt of Environmental Clearance, if any	Has the environmental clearance been obtained?	Environmental clearance will be obtained by SMPK.
16.	Cl. 5 P-22	Rental charges will be levied for the working area spared during the tenure of the contract	What will be the rental charges? Where and how much area can be spared for the contractor?	Land is not SMPK-owned. So if any rent is payable, the same is to be paid by the agency.
17.	Cl. 12 P-25	The detailed bar chart is required to be submitted within 7 days	Activity on ground will start only once LOI is received hence it will take at least 3 weeks to get things organised from yard to procurement to local logistics. Request this time to be extended to 03 weeks by which time work on design and subsequent approval will have commenced. Clause 36 page 55 says programme of work should be submitted in 15 days from LOI	Tender condition prevails.
18.	Cl. 14 P-26	The contractor shall arrange his own electric connection	Electric connection is given to anyone by a power company on basis of the address proof of tenancy / ownership. What documents will be made available for the work area and installation site to avail of a connection. Any delay on account of getting an electric connection will affect timelines. Request guidance on a solution as timelines are very tight.	Tender condition prevails.
19.	Cl. 20 P-27	Conditions for foreigners	As this project site is out of any port area nor is it part of the islands, we	Tender condition prevails.
20.	Cl. 64 P-36	Escalation / Variation on Prices		Refer to Annexure – I for amended clauses issued vide corrigendum – III dated 08.06.23.

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21.	Cl. 80 P-43	Defect liability period is 10 years	Certain parts and components will be subject to wear and tear which come under the standard maintenance schedule. The same will have to be considered out of the defect liability cover. Please confirm. The defect liability can be given only for the concrete casted floating block	Tender condition prevails.
22.	Cl. 26 P-53	Performance Guarantee	Clause 16 Page 10 states Performance Guarantee / Security as 10% of contract value to be deposited 21 days from date of receipt of LOI which will be released 90 days from date of completion of assignment (which is completion of installation) and clause 26 page 53 states Performance Guarantee to be 3% of tendered value which should remain valid until 60 days from defect liability period which is 10 years. Kindly clarify. Holding the performance guarantee in total for 10 years may be kindly reconsidered. Clause 27 page 53 states refund not later than 365 days from completion of defect liability period which is 11 years.	Refer to Annexure – I for amended clauses issued vide corrigendum – III dated 08.06.23.
23.	Cl. 26 P-53	<b>Performance Guarantee</b>	The clause links validity of the Performance Guarantee with the Defect liability period which is currently 10 years and is also linked to the security deposit. Kindly clarify	Tender condition prevails
24.	Cl. 28 P-53	Security Deposit	5% Security Deposit will also be deducted each bill. Request clarity on the refund of the same in view of the confusion around the Performance Guarantee	Security deposit will be deducted as per cl. Nos. 3.4 & 3.5 of General Condition of Contract attached with the tender document.

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25.	P-71	GST, PF, Trade License, Professional tax registration etc.	Ours is a new company, hence some registrations have not yet been taken by us as yet and soe are in process. We request you to kindly accept an undertaking that we will get all mandatory required paper work complied with once we are declared the winning bidders.	Tender condition prevails.
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## Amended Clause

Sl. No	Relevant Clause No. in Tender document	Original Clause as given in Tender document	Amended clause
1.	Cl.12 P-9	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Chief Engineer/Superintending Engineer (Kolkata) or his authorized representative at his office at 15, Strand Road, Kolkata 700001 in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.	Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions <b>as per latitude - longitude given in the tender document</b> , existing road facilities for carrying materials etc. before submission of the e-tender. He may contact the Chief Engineer/Superintending Engineer (Kolkata) or his authorized representative at his office at 15, Strand Road, Kolkata 700001 in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price.
2.	Cl. 3 viii P-15	Last three years balance sheet and profit & loss account in support of Annual Financial turnover ( <b>i.e. 2019-20, 2020-21 and 2021-22</b> ). The same should be audited as per relevant norms wherever required along with <b>UDIN of the Auditor.</b>	In cases where Calendar year is followed, last three years Balance Sheet and Profit & Loss account for the years ending on 31.12.2022 to be given.
3.	Cl. 9 P-17	An amount of <b>Cess</b> calculated at the rate of <b>1% of the billed amount</b> shall be progressively recovered from each running bill as well as from the final bill of the contractor for onward transmission of the same by the appropriate authority if applicable. Statutory deductions will also be made as applicable at the time of payment.	<b>Cess as per applicable rate in Gujrat</b> of billed amount will have to be paid by the Party.
4.	Cl. 3.4e P-20	Copy of work order/letter of award/letter of work agreement alone shall not only suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head along with supporting documents is mandatory to qualify.	Copy of work order/letter of award/letter of work agreement alone shall not only suffice Bidders claim for executing the similar work. Submitting completion certificate from the client on its letter head along with supporting documents is mandatory to qualify. <b>Only credentials of Parent Company of the Indian Company will be accepted.</b>
5.	Cl. 64 P-36	<b>ESCALATION / VARIATION ON PRICES:</b> Escalation would be applicable only for orders issued after one year from the date of closing of tender.	<b>Clause to be deleted.</b>



## Amended Clause

		Escalation of price of labour, material & POL will be payable on following conditions –	
6.	Cl. 26 P-53	<p>25. Performance guarantee:</p> <p>The contractor shall be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Security. Performance Security is to be furnished within 21 (twenty-one) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.</p>	<p>The contractor shall be required to deposit an amount equal to 10% of the tendered value of the contract as Performance Security. Performance Security is to be furnished within 21 (twenty-one) days after notification of the award and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.</p> <p>May also refer Clause 16 Page 10.</p>