

Name of work/Supply: - Appointment of Project Management Consultant (PMC) for Capital and Maintenance Dredging works of Deendayal Port Authority (Tender No. H&D-02/2023)

REPLY TO QUERIES

Sr. No.	Section & Clause Ref. No./ Appendix No./ Annexure No.	Page no.	Tender Document Text (Description)	Query	Response to Query
1.	NIT	7-8	Last Date & Time for Online submission of Bids	Request for two-week extension for the bid submission deadline for subject work	One week time shall be given to submit the bid from the date of hoisting/ uploading of reply to queries.
2.	NIT	7-8	In the Tender published in Deendayal Port Website, it is mentioned that Last date of Submission is 25.06.2023 at 18.00 hrs whereas in Tender Document (Page no.3), the same is shown as 23.06.2023 at 16.00 hrs.	Due to extreme severe cyclone Biparajay in the State, we could not be able to connect nprocument site and their support personnel during last week for quarries regarding procedures for submission of bids, etc. Considering the cyclone situation, we request you to please extend the last date of submission of bid by Two (2) weeks so that we can submit our competitive offer in the portal without any issues.	One week time shall be given to submit the bid from the date of hoisting/ uploading of reply to queries.
3.			Pre-Bid	Bidder is asking to schedule a Pre-bid meeting.	Tender Condition Prevails
4.	NIT	5	In the Tender Details published in Deendayal Port Website, it is mentioned that the tender is Limited Tender whereas in Tender Document (Page no.5), the same is shown mentioned as Open Tender.	We are considering the bid as Open Tender and accordingly we are preparing our offer. Please confirm that it is Open Tender only.	Tender Condition Prevails. Kindly refer to NIT at Page no. 5 i.e., Open tender (Online)
5.	Clause no. 1.3 of ITB	13	As per Bid document, Financial Expert shall be either CA or ICWA or CFA or MBA (Finance).	Considering the nature of work, B.Com., or M.Com. graduates with three years' experience is adequate. May be considered.	Tender Condition Prevails.

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6.	Clause 1. of 7.1 of ITB	29	The PMC shall carry out necessary field survey, hydrographic survey pertaining to the all dredging works of Port by deputing hydrographic surveyor i.e. Technical staffs/ key professional/experts as and when required for the areas under jurisdiction of DPA during the time of supervision and monitoring of the work.	The scope only involves supervision of the dredging work, and it does not include tendering services. Therefore, there does not seem to be any need for PMC to carry out necessary field surveys as the same shall be carried out by the dredging contractor. We request that this clause may be deleted.	In the clause no. 2 of 7.1, the broad scope of work is clearly specified. To execute that scope of work successfully and as far as deliverables concerned, PMC shall have to carry out the necessary surveys by deputing hydrographic surveyor i.e., Technical staffs/ key professional/experts as and when required for the areas under jurisdiction of DPA during the time of supervision and monitoring of the work.
7.	Clause (f) of Section 8	41	In case of absence of PMC Technical staffs/ Key Professionals /experts on any days without any substitute, Proportionate/Pro-rata deduction/Recovery/penalty shall be charged as per the quoted rates against those personnel/key experts. Further, no payments shall be made on account of absent days on those particular months, hence total twice recovery (i.e. 01 for absenteeism and 01 for penalty) (category wise) will be	In case of absence of Key Professionals, we request that twice recovery shall not be applied in cases where substitute is being provided by the consultant. i.e., Recovery for Penalty shall not be applicable if substitute is provided in place of the absence of Key Professional.	In the clause it is mentioned as "In case of absence of PMC Technical staffs/ Key Professionals /experts on any days without any substitute, Proportionate/Pro-rata deduction/Recovery/penalty shall be charged as per the quoted rates against those personnel/key experts." Hence twice recovery is not applicable in cases where equivalent or better qualified and experienced

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			made for period of absence from monthly payments.		substitute is being provided.
8.	Clause (g) of Section 8	41	The Technical staff deputed for performing task, shall have to work round the clock or as per the time schedule of Dredging Project and even on Sunday and holidays in case of urgency. Technical Staff deputed for performing task may have to work on Sunday or holidays as directed by Engineer-In charge.	As the dredger would be working round the clock it would be required to deploy one dredge master to the dredger round the clock and during holidays. Similarly, other PMC staff may also be required to work on holidays. We request that compensatory holidays be given to PMC staff that works beyond official timings of the DPT personnel. It would not be fair to deduct the fee and over and above the penalty for the staff who takes compensatory off, if does not hamper the project progress in any manner.	Tender Condition Prevails
9.	Clause 5.1, Second Para	26	The successful Bidder will be required to execute an agreement at his expense on one Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 1) for the due and proper fulfillment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.	Please clarify where the value of stamp paper is Rs 100/- or Rs. 300/-.	The agreement to be executed on Rs.300/-non-judicial stamp paper.
				We understand that this is a typographical error, and it will be Rs.100/- Non-Judicial Stamp Paper. Please clarify.	
10.	Clause 20.1, Second Para	47	The assignment/task of Bill of Quantity is further extendable for Twelve (12) months if required, at sole discretion of the Deendayal Port Trust with existing terms and conditions of tender documents. The payment towards extension period shall be made as per the	<p>We request that the assignment extension beyond 36 months should be on Mutual Agreement between Deendayal Port Authority and the PMC Consultant.</p> <p>The payment towards extension period shall also be Mutually agreed between Deendayal Port Authority and the PMC Consultant.</p>	Tender Condition Prevails

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			existing terms and conditions and rates quoted by the consultant.		
11.	General		Indemnity	<p>We request that the below clause be added to the agreement.</p> <p>“The Consultant shall indemnify the Client against all legally enforceable claims, damages, losses or expenses arising out of or resulting from any negligence by the Consultant, his servants and agents in performing the Services provided always that the liability of the Consultant to indemnify the Client as aforesaid shall be reduced proportionately to the extent that any wrongful act or neglect of the Client, his servants and agents may have contributed to such claims, damages, losses or expenses.</p> <p>In the event of any errors or omissions for which the Consultant is responsible and as a result of which re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under this Agreement, at his own cost re-execute such Services to the reasonable satisfaction of the Client.</p>	Not Acceptable
12.	General		No Consequential Damages and Limit of Liability	<p>We request that the below clause be added to the agreement:</p> <p>“Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a party hereto shall be liable to another party hereto for loss of profits or revenue, loss of use, cost of alternate arrangement, loss of capital or other similar</p>	Not Acceptable

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				<p>item of loss or damage or for any consequential, special or indirect loss or damage and each party hereby releases the other therefrom.</p> <p>Notwithstanding any provision in this Agreement to the contrary, the maximum total cumulative liability of the Consultant to the Client under this Agreement for all claims, losses, damages and expenses in any way arising from or related to the performance of this Agreement shall be the costs of re-performing the part of the Services causing of such claims, losses, damages and expenses, or a sum equal to the amount of his fees received under this Agreement, whichever is the lesser.”</p>	
13.	General		Safety	<p>We request that the below clause be added to the agreement:</p> <p>“Notwithstanding anything contained in this Agreement, in the event of Consultant’s personnel visiting the site to which the Services relate, they shall be regarded for all purposes as being Client’s consultants and shall not, under any circumstance, be deemed to have assumed the role of occupier or otherwise to have assumed control of or responsibility for the Site or any persons on it. Client shall maintain a safe workplace and environment at the Site which is as per the applicable laws and a failure to do so shall be regarded as a material breach of the client’s obligation under this Agreement.”</p>	Not Acceptable

ADDITIONAL INFORMATION

Sr. No.	Section & Clause Ref. No./ Appendix No./ Annexure No.	Page no.	Tender Document Text (Description)	Modified Clause
1.	NIT (Bid Security) 2 nd para & ITB 1.13-A (vi)	7 & 19	In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload the scanned copy of Valid Certificate in Preliminary Bid.	In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender/appropriate category shall become eligible for exemption from payment of Tender Fee /EMD. Such bidder shall upload in Preliminary Bid a scanned copy of valid certificate, as well as duly filled in and signed "Bid Securing Declaration" as per format provided in the tender document, failing which the bid shall be disqualified. Bid security declaration format attached at Annexure-I .
1.	ITB Clause no. 6	27	<p>Security Deposit shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 03% (three percent) of the contract price which should be submitted in form of Bank Guarantee issued by Nationalized/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham or Demand draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of contract period.</p> <p>Failure of the Successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of Bid Security/EMD and or the bidder can be disqualified from the bidding for any contract with</p>	<p>Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.</p> <p>Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee issued by Nationalized/ Scheduled Bank (except Co-operative bank) having its branch at Gandhidham, or Demand Draft within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be</p>

			<p>DPA for a period of 03 years from the date of notification.</p> <p>The specimen Format Bank Guarantee is given in Tender Document</p> <p>As & when contract value increases as a result of revision of taxes, GST etc., the contractor shall be required to deposit additional performance security deposit @ 03% of the increased contract value in force.</p> <p>DPA may at its option forfeit the Bank guarantee towards performance Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract. Performance Guarantee will also be en-cashed if the contractor fails to pay the minimum wages to his personnel and /or fails to deposit statutory dues under various statutes /statutory deductions made from the wages of his Personnel 28 and DPA, as a Principal Employer is required by statute to pay the same. This will be without prejudice to the right of the DPA to levy penalty per day of default in making payment of minimum wages and /or deposit of statutory dues.</p> <p>The validity of the bank guarantee should be kept upto 90 days from the date of completion of the contract period or extensions granted, if any. In addition to the above the bank guarantee should have a claim period of 3 months from the date of expiry of the Bank Guarantee.</p>	<p>refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period/ completion of contract period.</p> <p>Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security and/or the bidder can be disqualified from bidding for any contract with DPT for a period of three years from the date of notification.”</p>
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ANNEXURE-I

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the Employer/ Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)
Corporate Seal (where appropriate)