

“Capital dredging at Oil Jetty No.08 -Berth Pockets, Maneuvering area and Kandla Creek Inner (Buoy no.15 A to Oil Jetty No.08) at Deendayal Port-Kandla” - (Tender No. 04-H&D/2023)

Sl. no.	Query	DPA Reply/Response/Remarks
1.	Exemption from submission of EMD and Tender Fees – Pursuant to the e-Tender Notice, bidders registered under the Ministry of Micro, Small and Medium Enterprises shall be exempted from the submission of Bid Security/ EMD to the tune of Rs. 19,40,231/- and Tender Fees to the tune of Rs. 5900/-. In this regard, we are enclosing our NSIC and MSME certificate in order to obtain clarification from your good office whether we are exempted from submission of both EMD and Tender Fees.	Provisions under NIT with regard to exemption from payment of Tender fee/ EMD are amply clear and the same shall prevail. Bidder may check on their own whether they are covered under the exemption provision.
2.	Dumping Ground – Pursuant to Clause No. 2.0 Introduction of Section – 2, Instructions to Bidders, the dredged material needs to be disposed at the proposed dumping ground at East of OTB with 1 km radius of at Latitude 22° 51’ 00” N and Longitude 70°10’ 00” E. In this, we request your good office to kindly allow us to dispose the dredged material at Phang Creek as indicated in Section – 8, Fig – No. 2.The said request is made in order to save time losses of equipment in disposing the material as the distance from the dredging location is very far.	Not Acceptable. Tender condition shall prevail.
3.	<p>Retention – Pursuant to Clause No. 3.13.8 of Section 3 General Conditions of Contract, Retention @ 5% of the Contract Price and subjected to a maximum of 5% of the Contract Value shall be deducted from each RA Bill and shall be refunded in 14 days from the date of payment of final bill.</p> <p>In this regard, we would like to request your good office to kindly delete the Clause in toto as we would like to draw your kind attention towards Clause No. 3.4.2 of Section 3, General Conditions of Contract, the successful bidders are obligated to submit Performance Security in the form of PBG @ 10% of the accepted Contract Amount within 21 days from the date of receipt of Letter of Acceptance.</p> <p>In this regard, please be informed that PBG is issued by bank after securing 100% deposit of the PBG amount from their customer. Therefore, the 10% amount shall be blocked by the bank and notwithstanding same if retention money is debited from the Bidder’s RA Bill, then the same would be an additional financial burden on the Bidder.</p>	Not Acceptable. Tender condition shall prevail.

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4.	<p>Mobilization Fees: - In pursuance to Clause No. 3.26 of Section 3 General Conditions of Contract, 75% of the amount to be paid as mobilization charges on completion of total mobilization of the dredgers and other ancillary equipment and upon completion of at least 5% of the total dredging quantity.</p> <p>We hereby request you to kindly amend the clause as, 75% of the amount to be paid as mobilization charges on completion of mobilization at site, as deployment of the requisite dredgers and other ancillary equipment are very capital intensive and amendment of the same would help us in maintaining a positive cash flow.</p>	Not Acceptable. Tender condition shall prevail.
5.	<p>Liquidated Damages: - In pursuance to Clause No. 3.7.2.1 of Section 3 General Conditions of Contract, liquidated damage to the tune of 1% of the Contract value per week of delay or part thereof to a maximum of 10% of the Contract Value shall be levied. In this regard, pleased to inform that, the same is at a very higher side and request you to kind amend the same to the tune of 0.1% of the Contract Value per week of delay or part thereof to a maximum of 5% of the Contract Value. Request you to amend the Clause accordingly.</p>	Not Acceptable. Tender condition shall prevail.
6.	<p>Berth Hire Charges for Bunkers - In pursuance to Clause No. 5.21 Berth for Bunkering/ Maintenance, berth hire charges as applicable shall be charged from the Bidders. In this regard, we request you to kindly exempt the Bidder from payment of any berth hire charges for bunkering/ emergency for the entire duration of the Contract.</p>	Not Acceptable. Tender condition shall prevail.
7.	<p>Requirement of TSHD in Kandla Creek – We would like to bring your kind attention to Clause No. 6.4.1 General of Section – 6, Specification of Dredging Work wherein in pursuance to the 3rd Last Paragraph, “To carry out the dredging operations suitable Trailer Suction Hopper Dredger (TSHD) / Cutter Suction Dredger (CSD) / Backhoe dredger (BHD) / Grab dredger need to be deployed to dredge area of Kandla Creek.” However, in pursuance to Clause no. f of Brief Description of Project, “The Trailing Suction Hopper Dredgers deployed at Kandla creek should be capable of dredging to a depth upto 20 m.”</p> <p>In this regard, kindly clarify in case it is necessary to deploy TSHD in order to conduct dredging works at Kandla Creek, as deployment of TSHD shall enable the Bidders for completion of the subject dredging works within the stipulated timeframe.</p>	Tender condition shall prevail.
8.	<p>Mobilization – Pursuant to Clause no. 6.4.2 of Section – 6, Specification of Dredging Work, dredgers and other equipment needs to be mobilized within 14 days from the date of issuance of Letter of Acceptance. In this regard, we would like to request you to kindly amend the mobilization time of dredgers and other equipment to 90 days from the date of issuance of Letter of Acceptance, as sufficient time is required for sailing the equipment to the desired dredging location. The same is accepted in all the Major and Minor Ports of India.</p>	Not Acceptable. Tender condition shall prevail.