

DEENDAYAL PORT AUTHORITY						
Capital Dredging of Common Approach Channel for Tuna Tekra Container Terminals						
RESPONSE TO PRE-BID QUERIES						
S.No.	Document Ref.	Section/ Clause No.	Page No.	Clause As per tender	Bidders Query	DPA Response
1	3.2.1 Right of Access to the Site		42	On commencement of works subject to interfacing with other contractor	Employer is requested to delete reference to interfacing with other contractor as with this in the contractor will not be able to plan the work for the project.	Bid condition prevails
2	3.13.8 Retention Money		42	Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 15% of contract price.	Employer is requested to reduce the limit of retention to 10% from 15%. Employer is also requested to make a provision to replace the retention money by retention Bank Guarantee	Bid condition prevails
3	3.29.0 Idle time charges per hour		42	Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract and no such claims shall be entertained even at a later date.	Employer to confirm and ensure that the dredging area is always accessible during the entire execution period and the contractor will face no restrictions from the employer to carryout the dredging	Access to the Site shall be granted to the Contractor by the Employer in accordance with Clause 3.2 of the Tender Document.
4	3.4.10 Site Data		61	The Employer shall have made available to the Contractor for his information, prior to the Base Date	While the Contractor will be responsible for the interpretation of the data provided by the Employer. Employer to confirm that Employer shall be responsible for the correctness of the data provided.	Bid condition prevails
5	3.14.2 Termination by Employer		93	In addition to the reasons listed above, the employer may terminate the contract as per Clause 2.3.14 (ix) of Section-2: Instruction to bidders if any directive is issued by the Government of India through Ministry of Shipping to make alternative arrangement for meeting the capital dredging	Section 2 2.3.14 read Quote" Bidders shall submit along with their offer EMD of the amount mentioned in the Tender Call Notice" Unquote There is no 2.3.14(ix) in section-2 so can the Employer please clarify this further	The reference clause shall be read as 2.3.18 (ix).
6	3.19.3 Arbitration		106	If any arbitration award shall be referred to Conciliation Committee Councils comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of DPA for consideration if agreed by both the party.	Can Employer please elaborate the essence and procedure of the last para of the clause.	Bid condition prevails
7	3.26 Mobilization and demobilization		108	The amount for mobilisation and demobilisation of marine spread and other auxiliary equipment inclusive of the insurance cost shall be considered by the contractor for quoting BoQ Item No.01.	Employer to please note that as the project is based on re-measurable basis and the quantity shown in the BOQ are only approximate it is inappropriate to include the mob-demob cost in the execution cost. If the volume increase then specified in tender the Employer is unnecessarily paying more towards mob-demob and vice versa if the volume decrease. The Employer is requested to introduce a separate line item of mob-demob in the BOQ. This will also avoid the ambiguity and unnecessary discussion in case during the contract these values has to be determined. Further if there is no separate Mob item in the BOQ this will also put additional load on the contractors cash flow which will also lead to extra budget.	Bid condition prevails
8	3.28 Idle time		109	Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract and no such claims shall be entertained even at a later date.	Employer to please note that Contractor should be entitled to idle time charges on account on idling based on instruction by the Employer. It can't be envisaged that there will be no instance that the Employer might ask the dredging activity to be stopped hence the Employer is requested to incorporate a line item in BOQ with Idle time.	Bid condition prevails
9	3.31 Security Clearance		111	This e-Sahaj portal is effective from 01/09/2018. Since, the e-Sahaj portal is currently inactive, it the sole responsibility of the qualified bidder to obtain security clearance from Ministry of Home Affairs.	Employer to please note that the security clearance has to be processed through the employer and the Ministry of Home Affairs will not entertain application from Individual bidders. We can't make sure to submit all the security clearance document to the Employer and it should be the Employers responsibility to forward the same via the Ministry of shipping to concern ministry and obtain necessary security clearance of the Firm. Please note the e-sahaj is inactive so it would not be possible for us to submit our application. This should be Form 6- It further observed that the details requested for security clearance in form -6 page 191, 192,193,194 and 195 are obsolete. The present valid application form required for security clearance is from page 196 to 197. Employer is requested to delete form in page 191 to 195	Bid condition prevails
10	4.4 The Financial offer shall include the following 4. 4.9		117	Dredging shall not be carried out during the fish breeding season as notified by the State Authorities	Can the Employer please clarify when is the fishing breeding season in Tuna Tekra and also confirm that the commencement of the work will be only after fish breeding season. Can the Employer also confirm that 10 month execution window doesn't include the fish breeding season.	The fish breeding season announced by the government is between 1st of June to 15th August every year and the bidders may also verify the same from fisheries department. The contract period is inclusive of fish breeding period.
11	4.4.10 Silt screen		117	As committed, Silt curtains shall be used to minimize spreading of silt plume during dredging operation.	The sub-clause starts with As committed- Can the Employer please clarify who committed? And also clarify if silt curtains are to be used in the project.	It is hereby clarified that silt curtains shall be provided and deployed during dredging operations, wherever required, to minimize the spreading of silt plume. The cost and responsibility for provision, installation, maintenance, and removal of silt curtains during the dredging period shall be deemed to be included in the scope of work of the Contractor.
12	4.4.13 independent monitoring		118	While carrying out dredging, an independent monitoring shall be carried out through a Government Agency/Institute	Employer to please clarify that the bidder needn't include cost of the independent monitoring by government agency.	The contractor's quote shall include the cost of independent monitoring by government agency.
13	6.4.1		138	The dredging of the common approach channel of the container berth shall be planned with additional dredger to ensure that the entire work will be completed within the stipulated period of time (10 months).	Can the Employer please clarify the same	Bid condition prevails
14	6.4.2 Penalty for late start		140	In the Event of delay on the part of Contractor in the deployment of the dredgers within 30 days and commencement of dredging operation on 31st day from the date of issue of Letter of Acceptance, the contractor shall be liable to pay a sum of Rs. 15,00,000/- per day for the first five days of delay Rs. 20,00,000/- per day for the next ten days of delay to the employer	Can Employer confirm any penalty collected for late start will be refunded in case the work is completed with the stipulated 10 months	Bid condition prevails
15	6.4.2 Breakdown			After the commencement of capital dredging by the trailer suction hopper dredger, if any major breakdown occurs leading to non-deployment of the dredger for a continuous period of seven days	The Employer is requested to amend the breakdown period of 7 days to 15 days	Bid condition prevails
16	6.10.1 Depth measuring			A Multibeam Echo Sounder (MBES) with frequency of about 200 Khz	The resolution of multibeam with 200 khz is very poor and a s a standard the multi beams are always operated at 400 KHZ frequency	A Multibeam Echo Sounder (MBES) with frequency range of about 400 kHz to 700 kHz shall be used for sweeping areas to detect high spot at the end of the project. Multibeam Echo sounder with frequency range of about 400 kHz to 700 kHz can be used for interim surveys

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17	6.17 Pre- Dredging Survey		155	The level of the seabed shall be recorded by means of echo sounding equipment selecting both the frequencies of 33KHz and 210KHz, simultaneously. However, for payment purpose the level of seabed based on pre dredging and post dredging survey results of echo sounding frequency 210 KHz only shall be considered	Under Clause 6.10.1 it is mentioned the survey has to be done using Multibeam survey various in clause 6.17 it is mentioned single beam. Can the Employer please confirm if the survey has to be done using single beam or multi beam echo sounder.	The survey works shall be carried out using multibeam echosounder.
18	6.19 Tolerance for dredging		156	Payment shall be made only up to the design dredged depth of -15.5m with respect to chart datum, and no payment shall be made for any dredging beyond the designed depth	It is observed that there is no paid tolerance for the works. Employer is requested to include paid tolerance of 0.3m	Bid condition prevails
19	6.23.1 Soundings		157	Monthly quadruplicate hydrographic surveys shall be carried out using Multi Beam Echo Sounders	The pre survey is carried out using single beam where as in the clause monthly survey are carried out using multibeam please clarify	The survey works shall be carried out using multibeam echosounder.
20	6.23.2 Grid Points		158		Can The Employer please elaborate this clause. As per this clause the grid is 10x5 while in the contract the grid used is 10x10 Please clarify	The grid to be followed for taking soundings shall be 10 m × 10 m, as specified in Clause 6.9 of the Tender Document.
21	6.23.4 Alignment of channel b) No Additional Payment or Compensation c) No Extension of Time d) No Dispute claim e) Execution as per Revised Alignment. f) No Liability of DPA g) Deeming Provision h) Contractor's Acknowledgement i) Overriding Effect				Employer is requested to delete all this sub-clause. Any change in alignment can be accepted with out any changes if the change in alignment doesn't bring in nay change.	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
22	Section 4 – Bill of Quantities	Item 1 - Note	119	Note The above quantity of soil to be dredged includes probable siltation during the dredging period estimated by CWPRS of approximately 2.16 million cum per year and any other changes to seabed since last bathymetry survey. No separate claim shall be admissible on this account other than based on quoted rates.	Does this mean that no provision for siltation should be included in the unit rate itself? Since the BOQ also mentions the payment will be done based on in- and out survey, how will the siltation volume than be taken into account?	The quantity mentioned in the Bill of Qty (see revised BOQ sheet) excludes probable siltation during the entire contract period. The Payment towards capital dredging shall be based on In-Situ Quantity on pre- dredging Survey (Initial Survey) and post-dredging (Final) surveys of the entire channel. It is further clarified that while framing the estimated cost, anticipated siltation quantity during the contract period was considered and mentioned to enable the bidder to use their discretion to consider the same deemed necessary while factoring the costs. Hence, bidders are advised to quote the unit rate accordingly. Siltation removed during the contract period will not be paid. No any separate payment towards removal of siltation shall be made. It is the responsibility of bidders/ contractor to hand over the entire length and width of common approach channel at design depth of 15.50 m below CD as specified in tender. Dredger will be released after achieving design depth and width throughout length of the channel specified. The Contractor shall plan and execute the sequence of dredging in such a manner that the entire approach channel is dredged and maintained to the design depth of –15.50 m (CD) till the final handing over of site to the engineer in charge. In line with the above clarifications, if any Siltation occurring during the dredging period the same shall be removed by the contractor without any extra cost, the contractor has to quote the unit rate without any condition.
23	Section 5 – Technical Specification	5.15	129	Waves in the Gulf of Kutch	The significant wave heights are substantially higher between May and October. When does the Employer intends to award the project as the date of award might will have a significant impact on the wave conditions encountered during the 10-month execution period?	Bid condition prevails
24	Section 6 – Specification of Dredging work	6.23.4 a)	160	Right of the Employer to Modify Alignment The Employer, i.e. Deendayal Port Authority ("DPA"), reserves the absolute and unconditional right, at tis sole discretion and without assigning any reason whatsoever, to alter, amend, vary, or modify, in whole or in part, the alignment, dimensions, coordinates, or any other technical parameters of the Access Channel, as shown in the tender drawings, at any stage of the execution of the capital dredging works.	Can we assume that all volumes dredged prior to any decision for realignment will be fully paid?	Bid condition prevails
25	Sec 1- NIT		4	Last date and time of online submission of bid documents: 20/01/2026 @16.00 hrs	Please extend the last date for bid submission by 2 weeks	Bid condition prevails
26	Sec 1- NIT 1.15 (ii) Details of Dredgers proposed		23	(ii) Details of dredger(s) and other supporting crafts and facilities including discharge pipeline etc. available and proposed dredgers and their mobilization time to this site.	The dredged material shall be dumped at the designated offshore dumping location kindly confirm that there is no requirement of any shore pumping or reclamation which requires discharge pipeline under the present scope of work.	The dredged material shall be disposed at the designated offshore dumping location.
27	Sec 2- Instructions to Bidders 2.3.6 Submission of bids		29	However, the originals/ attested hard copies shall have to be forwarded subsequently so as to reach the office of Executive Engineer (H&D) within 07 days of opening of the tenders.	Kindly confirm if the entire on line submission has to be submitted in hard copy	Bid condition prevails
28	Sec 3-GCC 3.13.8 of GCC		42	Retention Money Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 15% of contract price. Retention Money shall be refunded within 14 days from the date of payment of final bill	1)Since performance guarantee is given there is no requirement for deduction of retention. Kindly request to remove the same. 2)If requirement of retention cannot be removed kindly request to restrict to a maximum accumulation of 10% of contract price.	Bid condition prevails

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29	Sec 3-GCC 3.1.13 (b) Compliance with Laws		51	b) the Contractor at his cost shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.	It is clarified that the Contractor shall be responsible for obtaining the permits and licenses for his equipment and personnel and Employer shall be responsible for obtaining permits for execution of dredging works	Bid condition prevails
30	Sec 3-GCC 3.4.2 Performance Security		59	The Employer shall return the Performance Security corresponding to the value of work of dredging, to the Contractor within one month after making final payment.	Since there is no defect liability period is applicable for dredging works, the performance BG may be returned within 14 days after issue of Taking Over Certificate.	Bid condition prevails
31	Sec 3-GCC 3.4.10 Site Data		61	Site Data	We request to provide the soft copies AutoCad format and XYZ files for last three years to have a better understanding of the site.	The available bathymetry of the region is attached as a part of the tender.
32	Sec 3-GCC 3.7.1 Commencement of Work		74	the Commencement date shall be within 30 days after the Contractor receives the Letter of Acceptance	We request to consider the requirement for MOHA clearance of foreign crew and MOD for foreign flag vessel, the commencement date shall be 90 days from the date of LOA.	Bid condition prevails
33	Sec 3-GCC 3.7.6 Delays caused by Authorities		76	Delays caused by Authorities	If there are Delays caused by Authorities, then Contractor should be reasonably entitled to reimbursement of Cost as well as an Extension of Time for Completion.	Bid condition prevails
34	Sec 3-GCC 3.13.7 Delayed payments		88	Delayed Payments -deleted	It is proposed to add a clause stating that financing charges at SBI prime lending rate+2% shall be payable on all the delayed payments.	Bid condition prevails
35	Sec 3-GCC 3.13.8 Retention Money		89	Retention Money shall be refunded within 14 days from the date of payment of final bill or the date of hand over (Taking-Over) whichever is later	Kindly modify as: Retention money shall be refunded along with the payment of final bill.	Bid condition prevails
36	Sec 3-GCC 3.26 Mobilisation and Demobilisation fees		108	Mobilisation and Demobilisation	There is no separate line item for Mobilization and Demobilization. It is proposed that the provision for payment of mobilization and demobilization charges be included in the BOQ as a separate line item.	The cost of mobilisation and demobilisation shall be considered by the bidder as a part of item no.1 of the bill of quantities.
37	Sec 3-GCC 3.28 Idle time		109	Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract	Provision for payment of idle time to cover idling of equipment on Port account is to be made in the BOQ.	Bid condition prevails
38	Sec 3-GCC 3.31 Security Clearance		111	In addition to the registration and submission of requisite information for security clearance through e- sahaj portal, bidders are instructed to submit ten (10) sets of forms with the required details/ information(s) as per the format / proforma for obtaining security clearances from Govt. of India. The Formats/ proforma is attached at Form-5.	In the previous para on page 111 it is given that E-Sahaj portal is inactive as such the contractor's understanding is that contractor has to submit 10sets of forms with required details as required in form -5 along with the tender submission. Please confirm.	Bid condition prevails
39	Sec 6- Specification of Dredging work 6.4.2. Mobilization of TSHD and Contingency Planning for Breakdown(s) of TSHD		140	In the Event of delay on the part of Contractor in the deployment of the dredgers within 30 days and commencement of dredging operation on 31st day from the date of issue of Letter of Acceptance, the contractor shall be liable to pay a sum of Rs. 15,00,000/- per day for the first five days of delay Rs. 20,00,000/- per day for the next ten days of delay to the employer.	This is applicable only in case of the breakdown of the dredger and the depths are not maintained. In case there is no breakdown of the dredger and the depths are maintained the above will not be applicable. Employer to please confirm. We request to consider the requirement for MOHA clearance of foreign crew and MOD for the foreign flag vessel which will not be possible to obtain within 30 days from the LOA. As this is a statutory requirement contractor has no options other than to adhere to the requirement of the Law.	Bid condition prevails
40	General			Traffic Details	Kindly provide the traffic details of last year.	The available traffic details are attached in Attachment #3.
41	Borehole data, Seabed Soil Profiles and Soil Data				Only information for MBH21 and MBH22 is provided and up to a depth of 15.45 m. Kindly provide this information for all available MBHs and also including depths up to 16.45 m. Kindly share an overview map of these MBHs showing position in relation to access channel to be deepened.	The locations of the boreholes shall be determined based on the coordinates provided against each borehole. The depth of the boreholes was limited to RL –15.45 m, and no further details are available beyond this level.
42	Drawings				Drawing SR3898 reads surveyed from 03/03/2024 to 05/03/2024. Please provide both data (XYZ) and DWG drawing of latest bathymetric survey of the common approach channel. Kindly also indicate which designated offshore disposal area is to be used: OP1, OP2, D1 and/or D2?	The pdf file of the recent bathymetry is attached in Attachment #2 (Note: For Autocad file kindly contact on email id xen.hnd@deendayalport.gov.in & dredgingdpt@gmail.com)
43	BoQ 4.4.9, Form 5 Environmental Clearance		117, 186	Fish breeding season	Kindly share start – and end dates of the annual fish breeding season(s)?	See response to Q10 (Refer to reply no.10)
44	BoQ 4.4.10Form 5 Environmental Clearance	Silt curtains Turbidity	117, 186		Kindly remove the requirement of silt curtains as the scope consists of deepening and maintenance dredging of an existing access channel with occurrence of annual siltation. In addition, you may provide also the permissible turbidity baseline values.	Bid condition prevails
45	BoQ, GCC 3.26	Mobilization and Demobilization	119, 108		Please provide separate lines for mobilization and demobilization as such lump sum costs are not related to the actual - and final quantities to be dredged.	Bid condition prevails
46	BoQ	Siltation quantity	119		It is stated that the dredging quantity of 13,967,754.28 m3 includes an estimated siltation quantity of 2.16 million m3 that will occur during execution. As payments are based on bathymetric surveying, how can we separate capital dredging m3 from siltation m3 as in reality this siltation will be picked up during the deepening dredging?	Refer to reply no.22
47	NIT, NIT 1.10	Bid submission	4, 9, 19		Referring 1 and 2 above, receipt of the required soil information and recent bathymetric survey data/drawings is still pending blocking start of our studies. To allow sufficient time for elaborating a substantially responsive and competitive bid please postpone bid submission date with 4 weeks.	All available information on the bathymetry and the borehole investigation are attached as a part of the tender.
48	NIT, NIT 1.12 ITB 2.4.2	Bid validity	8, 20, 34		Kindly be informed that our TSHDs change location often, and that we pursue several tenders simultaneously. Therefore reduce bid validity to 60 days, also to maintain fuel price – and exchange rate fluctuations somehow foreseeable.	Bid condition prevails
49	NIT 1.2 Specs Dredging Work 6.23.4	Channel alignment	11, 160		Any change in channel alignment and/or technical parameters during execution may result in different existing depths, nature of soils, sailing distance to disposal area(s) etc. Therefore such change shall be treated as a variation to the contract which may result in extension of time and/or additional cost.	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
50	NIT 1.4 b) d)	Dredging equipment	12		Dredging equipment owned by bidder's parent – and/or sister companies will be accepted. Proof of such equipment ownership jointly with proof of parenthood and/or sisterhood can be provided.	Bid condition prevails

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51	NIT 1.8, ITB 2.3.18	Right of first refusal	18, 32		A 20% price-matching right represents a significant adjustment to the originally quoted price. We therefore propose limiting the price-matching right to 10%, to be applied as followed across all port tenders.	Bid condition prevails
52	GCC 3.13.8 Specs Dredging Work 6.23.5	Retention money	42, 88, 162		Please allow retention money bond to facilitate a more balanced project cash flow.	Bid condition prevails
53	GCC 3.16.6	Limitation of liability	42, 97		The cap on limitation of liability shall be reduced to 20% of the Accepted Contract Amount including any liquidated damages.	Bid condition prevails
54	GCC 3.29.0	Idle time charges per hour	42		Idle time charges shall apply for delays due to unforeseen obstructions and for stoppages instructed by authorities.	Bid condition prevails
55	GCC 3.1.1.25	Defects Notification Period / Defect	44/79		No Defect Liability Period applies once the works are taken over by the Employer. Pls confirm if our understanding is correct.	Bid condition prevails
56	GCC 3.1.13 b) & 3.2.2	Permits, licenses, approvals	51, 54		The Employer shall obtain all project related permits including environmental -, dredging - and disposal permits. The Contractor shall obtain the Contractor's Equipment related permits.	Bid condition prevails
57	GCC 3.4.1	Contractor's general obligations	57		There is no design scope for the Contractor and therefore Contractor has neither design - nor fit for purpose liability.	Bid condition prevails
58	GCC 3.4.10	Site data	61		Please provide already all such site data to the bidders as part of the tender process and allow sufficient time for studying before bid submission. This is also a precondition for the application of GCC 3.4.11 Sufficiency of the Accepted Contract Amount.	Bid condition prevails
59	GCC 3.12.1	Right to vary	82		Decrease in quantity shall only be allowed if mobilization & demobilization are paid as separate lump sums under the contract. Thank you for confirming.	Bid condition prevails
60	GCC 3.12.3	Fuel price escalation	84		Please clarify the factor 0.85 inserted in the proposed formula.	Bid condition prevails
61	GCC 3.13.2	Advance payment	86		Please allow for 10% advance payment to facilitate a more balanced project cash flow. Otherwise we need to include high interest costs in our pricing.	Bid condition prevails
62	GCC 3.13.6	Payment	88		Please reduce payment term to 14 days as Engineer is already taking 15 days to certify. Similarly, reduce payment term for Final Payment Certificate to 28 days.	Bid condition prevails
63	GCC 3.13.7	Delayed payments	88		Please reinstate a clause for fair payment of interest by Employer due to his failure to pay on time hereby also honoring that Contractor is on time with the dredging works.	Bid condition prevails
64	GCC 3.14.2 (i)	Termination by Employer	93		If Contractor suffers any termination of on-going works following instructions from Gol MoS, he shall be entitled to receive payment of executed works, plus demobilization costs plus 10% of the unexecuted works due to loss of opportunity.	Bid condition prevails
65	Tech Specs 5.1 Tech Specs 5.26	Site information Disclaimer	122, 133		The Employer shall be responsible for the correctness of all information provided. The Bidder / Contractor can only be responsible for his interpretation of this information.	Bid condition prevails
66	Tech Specs 5.10	Soil data	129		Please provide full copy of the 2016-2017 M/s Renuka Consultants Marine Geotechnical Investigation Report. Obviously the tender period is too short for Bidders to conduct own soil investigation. Therefor any variation to the actual nature of soils to be dredged shall be treated as a variation under the contract attracting extension of time and/or additional cost.	Bid condition prevails
67	Tech Specs 5.11	Underwater objects	129		As the clause is deleted pls clarify the procedure to be followed if underwater objects are discovered after commencement of the works.	Bid condition prevails
68	Tech Specs 5.12	Silt charge	129		Kindly clarify why this section has been deleted.	Bid condition prevails
69	Tech Specs 5.24	Past dredging data	133		Please reinstate this section in full as we consider this relevant for the intended scope consisting of capital dredging.	Bid condition prevails
70	Specs Dredging Work 6.2	Scope and nature	137		The tender period is too short for Bidders to conduct own geophysical investigations. Hence, any underwater obstructions impacting dredging operations shall be treated as a variation under the contract.	Bid condition prevails
71	Specs Dredging Work 6.19, 6.21	Payment for dredging tolerances	156, 157		Please allow for 30 cm payable tolerance as it serves a beneficial buffer for future siltation.	Bid condition prevails
72	Specs Dredging Work 6.23.5	Slope quantities	162		All quantities dredged on the slopes as measured by bathymetric surveys will be payable.	Bid condition prevails
Section I: Notice Inviting Tender (NIT)						
73	Last Date and time of online Submission of bid documents		4	Last Date and time of online Submission of bid documents - 20/01/2026 @ 16.00 hrs	We kindly request an extension of the bid submission deadline by one month, considering that the holiday season lasts until mid-February from the receipt of the pre-bid clarifications, Tenderer will require sufficient time to prepare their proposals, which in turn will help the tenderer provide optimized price bids.	Bid condition prevails
74	Bid Validity Period		8	180 days	It is proposed that the bid validity may be limited to 3 months, since it would be difficult to ear mark and keep dredger waiting for the work order.	Bid condition prevails
75	Brief about the Project	1.1	11	Deendayal Port Authority (DPA) have planned a mega container terminal with jetty and approach in the Tuna-Tekra Area of Gulf of Kutch. A concession agreement to develop a mega container terminal at Tuna-Tekra in Gujarat was signed between DP World and Deendayal Port Authority on 25 August 2023.	It is requested to clarify if there will be any interface with the Developer DP World during the execution of this Capital Dredging Works at the port. Further it is clarified that any and all responsibility pertaining to coordination with DP World, and consequences of interface should be to the account of Kandla Port Authority.	Bid condition prevails

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76	CHANNEL ALIGNMENT & INTRODUCTION	1.2 & 2.1 (e)	11 & 26	<p>The Employer shall have the absolute right, at its sole discretion, to alter or modify, in whole or in part, the alignment or technical parameters of the Access Channel at any stage of execution. The successful bidder shall execute the Works as per such revised alignment without any claim for additional payment, compensation, damages, escalation, extension of time, or dispute of any nature. It shall be deemed that the bidder has considered such possibility in its bid, and the quoted rates are inclusive of all costs, risks, and consequences arising therefrom.</p> <p>The successful bidder shall execute and complete the dredging works strictly in accordance with the alignment, dimensions, and technical parameters as may be revised or modified at any stage by the Employer. No additional cost, compensation, time extension, or claim of any nature shall be admissible on account of such modifications, and it shall be deemed that the bidders has factored this into its quoted rates and methodology</p>	<p>It is kindly requested such provision of Bidder/ Contractor executing the works without any claim/ relief/ compensation due to any revised alignment at any stage of execution, is not a fair and standard contractual practice.</p> <p>Please note the standard provisions across the industry is to consider such changes under the provisions of Variation in the Contract, and the variation mechanism to be adopted accordingly. The Authority is requested to realise that any Bidder can quote only to the scope of Works based on the technical requirements, alignment and based on the data provided by the Authority.</p> <p>Further, note that the Bidder cannot be deemed to have considered all the risks, and changes to the technical requirements without the Authority clearly specifying the same in the tender.</p>	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
77	DREDGING EQUIPMENT REQUIREMENT	(a)	11	The bidder shall possess by absolute ownership / Chartered / wet leasing, main TSHD of capacity not less than 12,500 cu.m OR a combination TSHD capacity not less than 10,000 cum and an additional CSD/Backhoe/grab dredgers of suitable capacity to maintain a combined total dredging capacity not less than 12,500 cu.m, ensuring a minimum daily in-situ dredging capacity of 50,000 cu.m.	<p>1. The bidder understands that he can deploy either of below: (a) a TSHD with min. hopper capacity of 12500cum, or (b) a combination of TSHD (min. 10000 cum) of 1 No. + a CSD/backhoe/grab dredger (suitable capacity) to show combined capacity of 12500 cum. Please confirm the above understanding.</p> <p>2. The bidder understands from the Tender Document that the assessment of the required capacity of the dredger and other equipment shall be the sole responsibility of the bidder. Therefore, can the bidder choose any equipment based on its own calculation to meet the minimum daily in-situ dredging capacity of 50,000 cum. Suggestion: The Employer may consider specifying a minimum daily in-situ dredging capacity of 50,000 cu.m., while leaving the selection of TSHD capacity and the number of TSHDs unrestricted. This approach could provide flexibility to the contractors and potentially result in a more cost-efficient solution for the project.</p>	Bid condition prevails
78	DREDGING EQUIPMENT REQUIREMENT	(b)	12	The above dredgers and ancillary equipment such as hopper barges and tugs have to be deployed and shall remain at site during the 10 months period of the contract.	It is clarified that after the completion of scope of works as mentioned in the tender, the contractor be allowed to demobilise its main and ancillary equipments	Bidder understanding is correct.
79	DREDGING EQUIPMENT REQUIREMENT	(b)	12	In addition, if the progress of the work is not satisfactory and/ or not matching with the targets accepted between DPA and the contractor, the employer reserves their right to order the contractor to mobilize additional dredgers and other ancillary equipment to ensure the completion of the project within the scheduled period of condition, as mentioned elsewhere in the contract without entitlement of any additional cost to the contractor for the reasons whatsoever. Employer's decisions in this regard are final and binding on the contractor.	<p>1.The bidder requests the Employer to clarify what does "not satisfactory" and "not matching with the targets" means in this provision.</p> <p>2. The bidder understands that the target refers to the completion of 13.9 cum within the stipulated period. Please confirm</p>	Bid condition prevails
80	DREDGING EQUIPMENT REQUIREMENT	(f)	12	Contractor has to adjust and re-adjust the program without causing any hinderance to the day- to - day port operation for which no claim shall be entertained.	Contractor to be paid for idle time, where delays are demonstrably beyond the Contractor's control.	Bid condition prevails
81	Pre-bid Meeting & TENDER REQUIREMENTS	1.9 & 2.2.5	19 & 27	<p>Pre-bid meeting will be held with the representative of the firms, bidders or his official's representative are invited to attend the pre-bid meeting.....latest by 24 Hours prior to pre bid meeting date, so that the queries can be attended to. The pre-bid meeting will be held on 30/12/2025 at 11:30 hrs. in the Old Board Room at Deendayal Port Authority Admin. Office Bldg., Gandhidham.</p> <p>The bidders who need clarifications on any specific issue shall inform the EMPLOYER in writing latest by 24 Hours prior to pre bid meeting at the address given in the next clause. No queries /clarifications shall be entertained after the above date and during pre-bid meeting.</p>	<p>We would like to inform you that due to ongoing holiday season, it will be difficult to have all technical team participation to address the queries. Their participation is essential for us to address all the relevant questions wrt technical and commercial aspects related to Pre bid questions.</p> <p>Therefore, we kindly request an extension of time for submission of pre-bid queries by a minimum of two weeks, i.e., instead of the current deadline of 29th December 2025, we request to extend it to 12th January 2026.</p> <p>Additionally, if possible, we would appreciate the opportunity to have another round of pre-bid meeting after the extended query submission date. This will allow our team in Belgium to engage in a more comprehensive discussion, ensuring clarity and alignment on technical and commercial requirements.</p>	The pre-bid meeting was held on 12.01.2026.
Section II: Instructions to Bidders						
82	Earnest Money Deposit & TENDER REQUIREMENTS	1.11 & 2.3.15	20 & 23	<p>The bid security is normally to remain valid for a period of 45 days beyond the final bid validity period</p> <p>The EMD shall be valid for 28 days beyond the validity of the bid.</p>	Employer is requested to kindly clarify which validity period should be considered for the EMD Bank Guarantee (EMDBG).	Bid condition prevails
83	INTRODUCTION	2.1	25	Scope of Work is not exhaustive and the Bidders while quoting are expected to take into account all ancillary and necessary work that may be required to be done or performed by them for achieving the required depth & width in the common approach channel area of the container terminal and Multi-purpose cargo berth at Tuna Tekra and disposal of the dredged material at the designated area, submitting charts and/or making the facility fully operational, whether or not explicitly stated in the Specification or elsewhere in the Tender Document and all such ancillary and necessary work shall be, deemed to be included and forming part of this Contract.	<p>Dredging Material: Please confirm whether dredging is limited to soil and excludes rock, boulders, debris. If any of the above materials are present within the design depth, they shall not be dredged by the Tenderer and will be removed by the Employer before commencement of dredging operations. Kindly confirm this interpretation.</p> <p>Permits and Clearances: As per our understanding, except for the clearance related to the vessel and crew, all other statutory permits and clearances required for the execution of the works shall be obtained by the Employer prior to commencement. Please confirm this understanding.</p>	Bid condition prevails

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84	INTRODUCTION	2.1	25	The specification of the TSHD dredger(s) to be deployed for the timely completion of the project is specified clause 1.4 a). The above TSHD(s) are to be deployed to dredge and dispose the dredged material at the proposed dumping grounds OP1 (617800 E, 2526100 N), OP2 (616475 E, 2524000 N), D1 (614550 E, 2521720 N) and D2(608000 E, 2520000 N) of diameter 1km each	Tenderer would like to clarify which of the proposed dumping grounds (OP1, OP2, D1, and D2) are to be used. Additionally, please provide the exact boundary details of the selected dumping ground along with its coordinates for proper planning and execution.	Bid condition prevails
85	INTRODUCTION	2.1	25	Accordingly, the bidders shall plan the dredging activities considering the movement of the inward and outward ships, vessels and other marine crafts for Deendayal port and other jetties / terminals in the vicinity. No claims including idle time for their dredger(s) and other manpower, arising out of the above aspect and other reasons whatsoever, shall be entertained even at a later date. Though it is the responsibility of the successful bidder to complete the entire work within the stipulated time, they should consider the following aspects: a) The employer's decision is final and binding on the contractor, with regard to allocating the dredging areas depending upon the parallel construction activities.	It is requested to provide idle charges for this event, since it is difficult to foresee an actual impact for delays on account of this provision. We also request the employer to provide us the shipping movements through the dredging area.	Bid condition prevails
86	INTRODUCTION	2.1 b)	26	The dredging work shall be planned and executed with adequate capacity of TSHD (s) to ensure that the work will be completed within the stipulated period of time (10 months)	It is requested to clarify that the stipulated period of time 10 months excluding the fish breeding season?	The project tenure is including the fish breeding season. Bid condition prevails.
87	INTRODUCTION	2.1 e)	26	The successful bidder shall execute and complete the dredging works strictly in accordance with the alignment, dimensions, and technical parameters as may be revised or modified at any stage by the Employer. No additional cost, compensation, time extension, or claim of any nature shall be admissible on account of such modifications, and it shall be deemed that the bidders has factored this into its quoted rates and methodology	It is kindly requested such provision of Bidder/ Contractor executing the works without any claim/ relief/ compensation due to any revised alignment at any stage of execution, is not a fair and standard contractual practice. Please note the standard provisions across the industry is to consider such changes under the provisions of Variation in the Contract, and the variation mechanism to be adopted accordingly. The Authority is requested to realise that any Bidder can quote only to the scope of Works based on the technical requirements, alignment and based on the data provided by the Authority. Further, note that the Bidder cannot be deemed to have considered all the risks, and changes to the technical requirements without the Authority clearly specifying the same in the tender.	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
88	TENDER REQUIREMENTS	2.2.5	27	DPA is contemplating execution of a project relating to re-use /gainful utilization of dredged materials to ensure viable dredging project and least environmental degradation. Bidders are therefore, required to look into the aspect and submit proposal with cost benefit analysis for gainful utilization of dredged materials.	It is kindly requested to elaborate on this requirement or proposal of the Authority.	Bid condition prevails
89	INFORMATION REQUIRED	2.5 (xiii)	37	Bidder may request for any clarification / information on the tender conditions which shall be replied during the pre-bid meeting and subsequently in writing. After the pre-bid clarifications are issued, no exceptions/ deviations from Bid Document specifications and conditions are permissible. Conditional bids are liable to be rejected. Bidder shall enter 'Nil' in the Exceptions and Deviations, Form-10" while submitting the bid.	We respectfully request that the Employer consider allowing post-pre-bid clarifications, especially for technical or administrative points that may arise during detailed review. The scheduled pre-bid meeting on 30/12/2025 falls during the global holiday season, when many international offices operate with reduced staffing and delayed internal coordination.	Bid condition prevails
Section III: General Conditions						
90					The bidder proposes using contract forms similar to FIDIC Blue Book 2nd edition, which are more appropriate for the dredging and reclamation works.	Bid condition prevails
91	Appendix to Tender	3.1.4	42	Governing Law: Constitution of India	It is clarified that the Employer should state it as "Laws of India" instead of "Constitution of India"	Bid condition prevails
92	Appendix to Tender	3.2.1	42	On commencement of works subject to interfacing with other contractor	It is requested to clarify the envisaged "Interface" by DPA with the other Contractor. Further, it is clarified that the any impact on the Contractor's works due to interface shall be compensated in terms and time and cost.	Bid condition prevails
93	Appendix to Tender	3.12.1	42	Right to Vary - plus/ minus 30% of quantity	It is clarified that +/-30% of quantity variation limit is on higher side and it is difficult for the bidders to provide contingency to such huge proportion of variation in its offer. Hence, it is requested to consider to restrict the limit of variation to +/- 10%	Bid condition prevails
94	Employer's Personnel	3.1.1.16	44	"Employer's Personnel" means the Engineer, the assistants referred to in Sub- Clause 3.3.2 [Delegation by the Engineer] and all other staff, labor and other employees of the Engineer and of the Employer, and any other personnel of the Contractor, by the Employer or the Engineer, as Employer's Personnel.	The bidder understands the Employer's Personnel will act as the Engineer for this Contract. However, sub-clause 3.1.1.61 mentions that the Engineer is the PMC appointed by the Employer. It is requested to clarify who will act as the Engineer for the purposes of the Contract	Statement mentioned in clause 3.1.1.61 shall be considered.
95	Base Date	3.1.1.19	44	"Base Date" means the last date of that calendar month, which date precedes the Bid Due Date by at least 28 (twenty-eight) days; For the sake of clarity, if the bid due date is 14th September 2025, the base date is 31st July 2025.	Please clarify whether our understanding is correct that the base date is 30-Nov-2025, as the bid due date is on 20-Jan-2026. It is proposed to change the provision as below: "Base Date" means the date 28 days prior to the latest date for submission of the tender.	Bidder understanding is correct.
96	Tests on Completion	3.1.1.22	44	"Tests on Completion" means the tests which are specified in the contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 3.8 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.	As Sub-clause 3.8 [Tests on Completion] is deleted, this definition can also be deleted.	Clause 3.1.1.22 shall be considered DELETED.
97	Unforeseeable	3.1.1.55	46	"Unforeseeable" means not reasonably foreseeable by an experienced contractor by the date for submission of the Tender.	It is proposed to change the provision as below: "Unforeseeable" means not reasonably foreseeable by an experienced contractor by the Base Date. "	Bid condition prevails
98	Agreement	3.1.6	48	The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the bidder.	It is proposed that this provision is changed to below" "The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer. "	Bid condition prevails
99	Agreement	3.1.6	48	The Parties shall enter into a Contract Agreement within 14 days, after the successful bidder receives the Letter of Acceptance, unless they agree otherwise.	It is proposed to replace "14 days" with "28 days" in order to facilitate the formalities required to enter into the Agreement.	Bid condition prevails

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100	Right to Access to the Site	3.2.1	42	On commencement of works subject to interfacing with other contractor	It is requested that the right to access to the site shall be provided on the Commencement Date without any condition. Failing which, the Contractor shall be entitled for the consequences as per Sub-clause 3.2.1 mentioned in page no. 53. Please confirm	Bid condition prevails
101	Amount of Performance Security	3.4.2	42	"Performance security should remain valid for the period of 60 days beyond the date of completion of all the contractual obligations of the supplier including warranty obligations"	It is proposed to change as below: "Performance Security should remain valid for the period 21 days beyond the date of taking over of the Works by the Employer."	Bid condition prevails
102	Employer's Claims	3.2.4	54	A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.	It is clarified that DNP is not applicable for Dredging Works, and hence, any reference to DNP to be deleted, and to be considered as invalid and void.	The statement shall be considered DELETED.
103	Performance Security	3.4.2	59	The Employer shall return the Performance Security corresponding to the value of work of dredging, to the Contractor within one month after making final payment. Performance security should remain valid for the period of 60 days beyond the date of completion of all the contractual obligations of the supplier including warranty obligations.	1. Please clarify that what is Performance Security corresponding to the value of work of dredging 2. Also, as requested in above point, the bidder requests that the Performance Security shall remain valid for the period 21 days beyond the date of taking over of the Works by the Employer	Bid condition prevails
104	Co-operation	3.4.6	60	Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements, which are the responsibility of the Contractor.	1. It is requested to clarify what instructions shall constitute a Variation in this provision 2. It is requested to exclude the use of Contractor's equipment by the Employer's Personnel and Other Contractors	Bid condition prevails
105	Unforeseeable Physical Conditions	3.4.12	62	In this Sub-Clauses, "physical conditions" means natural physical conditions which the Contractor encounters at the Site when executing the works, including sub- surface and hydrological conditions but excluding climatic conditions.	It is proposed to change this sentence as per below: "In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydro-logical conditions but excluding climatic conditions."	Bid condition prevails
106	Unforeseeable Physical Conditions	3.4.12	62	If the Contractor encounters adverse physical conditions, which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer within 24 Hrs.	It is proposed to amend the timeline for the issue of notice from "within 24 hrs" to "within 3 days"	Bid condition prevails
107	For Sediment Quality	3.14.17.2	67	The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the harbour waters free of noxious or unhygienic matters coming from his works as are required by the Employer. Under no circumstances shall inflammable material and untreated Sewage be allowed to spill to the Harbour area.	It is requested to provide such conservancy rules laid out the Harbour and Port Authorities in order to consider the time and cost impact of the same by the Bidders. Such rules may also have an impact on the methodologies to be adopted, hence, it is necessary to provide the said rules / limitations and environmental factors to all the bidders.	Bid condition prevails
108	Environmental Monitoring	3.4.18	65	The successful bidder shall submit their Environmental Management Plan within a fortnight of issue of Letter of Acceptance (LoA) by the Employer and communicate the details of the accredited consultant (agency) for environmental management in ports and harbours in India [available from the latest list of accredited consultants available of the website of N-ABET (National Accreditation Board for Education and Training)] that would be engaged from commencement date till completion of works and handing over of site to the Engineer-in-charge / Employer.	We request the employer to consider the submission of EMP within two weeks of the commencement date	Bid condition prevails
109	Ownership of Plant and Materials	3.6.7	74	Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is delivered to the Site; (b) The Contractor is not entitled to payment of the value of the Plant and Materials.	It is clarified that this provision does not include Contractor's equipment including the dredgers. Please confirm.	Bidder understanding is correct.
110	Time for Completion,	3.7.2	74	(b) Time period for completion of work shall be 10 months from the date commencement of the dredging work.	Please clarify the Time for period for completion of work, as it is mentioned here that 10 months from the date of commencement of the dredging work and in other places, <u>Contract period is mentioned as 10 months.</u>	Bid condition prevails
111	Liquidated Damages	3.7.2.1	42	0.50% per week or part thereof subject to maximum of 10% of contract value	It is proposed to reduce the value of LD from 0.5% / week to 0.2%/ week	Bid condition prevails
112	Liquidated Damages	3.7.3	75	I. The employer, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right or remedy available in that behalf, to rescind the contract. II. The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract. III. In the event of such termination of the contract as described in Clauses 3.14 or 3.18 or both, the employer shall be entitled to cover L.D up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the balance works completed by other means at the risk and cost of the contractor.	As the Contract has provisions to Terminate for Contractor's default, the bidder requests to delete these paras	Bid condition prevails
113	Program	3.7.4	75	The Contractor shall submit a detailed time programme to the Employer immediately after receiving the notice for proceeding the work.	Please clarify whether the notice for proceeding the work will be issued by the Employer and is same as the Commencement Date.	Bid condition prevails
114	Extension of Time	3.7.5	76	If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Employer. When determining each extension of time under the Employer shall review previous determinations and may increase, but shall not decrease, the total extension of time. Further, extension of contract period shall be decided by the Employer as per tender condition.	1. Please clarify whether the Employer or Engineer will determine the Extension of Time application 2. It is proposed to remove the sentence "Further, extension of contract period shall be decided by the Employer as per tender condition"	Bid condition prevails
115	Delays caused by Authorities	3.7.6	76	(c) The delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under subparagraph.	It is requested to clarify under which subparagraph that the delay or disruption will be considered	The words "under subparagraph" shall be considered DELETED.

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116	Employer's Taking Over	3.9.1	78	<p>The Engineer shall, within 28 days after receiving the Contractor's application:</p> <p>(a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied);</p> <p>(b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.</p> <p>If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking Over Certificate shall be deemed to have been issued on the last day of that period.</p>	It is proposed that the timeline is changed from "within 28 days" to "within 7 days"	Bid condition prevails
117	Completion of Outstanding Work and Remedying defects	3.10.1	79	There is no defect liability for dredging work. However, the component of work relating to the shore protection shall meet the relevant provisions of the clause. If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.	The bidder understands that there is no defect liability for dredging works. Further, as shore protection is not falling under the scope of tender, the sentence "However.....the Employer" shall be deleted.	The statement shall be considered DELETED.
118	Performance Certificate	3.10.9	80	Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract. Only the Performance Certificate shall be deemed to constitute acceptance of the Works. A Performance Certificate will be issued to the contractor after successful completion of the work.	As there is no defects notification period, it is requested to make void this clause, so that the Taking Over Certificate itself shall constitute the acceptance of the Works.	Bid condition prevails
119	Right to Vary	3.12.1	83	<p>The Employer shall make any variation in the quantity of the works or any part shall have the authority to instruct the contractor to do and the contractor shall do any of the following.</p> <p>(a) Increase or decrease the quantity up to +/- 30%.</p> <p>(b) Omit any such work (partially or fully).</p> <p>(c) Change the character or quality or kind of any such work.</p> <p>(d) Change the levels, lines, position and dimension of any part of the work.</p> <p>(e) Execute additional work of any kind necessary for the completion of the work</p> <p>(f) Change any specified sequence or timing of dredging of any part of the works.</p>	Tenderer would like to seek clarification on clauses (b to f) in the tender documents, as they appear to be quite generic and open-ended. Providing more detailed information under these clauses will help us account for the necessary contingencies in our price bid and ensure clarity during execution, thereby avoiding any potential discrepancies between the Employer and the Contractor. OR the bidder also proposes to remove these provisions	Bid condition prevails
120	Right to Vary	3.12.1	83	(g) The quantity in BOQ is for estimation only. However, actual quantity for dredging will be decided as pre-joint quadruplicate joint Quadruplicate Bathymetry survey.	<p>Please clarify the limit of increase or decrease (+/-) 30% is applicable to estimated quantity or the actual quantity taken from pre-joint quadruplicate bathymetry survey.</p> <p>Also, it is requested to limit the variation to +/- 10% instead of 30% as is the standard practice of the industry.</p>	Bid condition prevails
121	Price adjustment	3.12.3	84	Po = Actual price of main fuel fixed by the IOCL in the concerned area / Port, on the date of opening of Technical bids.	It is proposed to change it to: "Po=Actual price of main fuel fixed by the IOCL in the concerned area / Port, on the Base Date"	Bid condition prevails
122	Price adjustment	3.12.3	84	Similarly, if the price of main fuel by the dredger required for execution of the work decreases, de-escalation shall be applied for such decrease as per provisions detailed above and the amount of the Contract shall accordingly be adjusted through deduction. Thus, the benefit of reduction in fuel price, if any, shall be passed to the Employer.	Tenderer requests to remove this provision " de-escalation on price of main fuel"	Bid condition prevails
123	Price adjustment	3.12.3	84	(i) Whenever there is variation in the price of main fuel, the Contractor shall forthwith in writing and in any event not later than 7 days from the date of such variation inform the Engineer about such variation to enable the Engineer to verify the same.	Since the Contractor will be submitting the claim for Price escalation due to fuel price variation, this additional requirement of notifying within 7 days need not be required. The bidder requests the Employer to review and clarify the same.	Bid condition prevails
124	Price adjustment	3.12.3	85	(iii) Compensation for price variation in main fuel shall be worked out and paid/adjusted as the case maybe, subject to the condition that Contractor shall be entitled to such variation in prices only during the Contract Period or any extension thereof not exceeding 3 (three) months as provided in the Contract.	Please note that when there is an extension granted by the Employer exceeding 3 months from the Original Time for Completion for reasons not due to the Contractor, the Contractor cannot bear the risk of Price variation. It is requested to amend this clause such that the Variation in prices shall be payable during the extended period also without any restrictions.	Bid condition prevails
125	Price adjustment	3.12.3	85	(iv) Beyond the contract period and during extended completion period, the price adjustment payment shall be made at the frozen price index prevailing on the original schedule date of completion of work.	It is proposed to remove this sentence from the provision.	Bid condition prevails
126	Provisional Sum	3.12.5	85	Provisional Sums	Please clarify whether there is any Provisional Sum included in the Contract	Bid condition prevails
127	Retention Money	3.13.8	42	Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 15% of contract price	<p>1. It is proposed to reduce the maximum retention money from 15% to 5% of Accepted Contract Amount.</p> <p>2. It is proposed to provide the option of submitting a Bank Guarantee towards the Retention money by the Contractor in-lieu of deduction from each IPC.</p>	Bid condition prevails
128	Advance Payment	3.13.2	86	The Employer shall not make any advance payment for mobilizations of equipment or for any reason whatsoever.	It is requested to provide an advance payment equivalent to 10% of Accepted Contract Amount. The Contractor shall submit an equivalent value BG to the Employer. And this advance payment can be deducted from IPAs.	Bid condition prevails
129	Issue of Interim Payment Certificates	3.13.5	87	Thereafter, the Engineer shall, within 15 days after receiving a Statement and supporting documents, issue to the Employer an Interim Payment Certificate, which shall state the amount, which the Engineer fairly determines to be due, with supporting particulars.	It is proposed to change the timeline of issuing the Interim Payment Certificate from "within 15 days" to "within 7 days" after receiving a Statement	Bid condition prevails
130	Payment	3.13.6	88	<p>The Employer shall pay to the Contractor:</p> <p>(a) The amount certified in each Interim Payment Certificate within 28 days after the Engineer receives the Statement and supporting documents.</p> <p>(b) The amount certified in the Final Payment Certificate within 56 days after the Employer receives this Payment Certificate.</p>	It is requested to amend the timeline of Final Payment by the Employer such that the Contractor received payment within 28 days after the Engineer receives the Statement from the Contractor.	Bid condition prevails

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131	Delayed Payment	3.13.7	88	Delayed Payment - Deleted	It is proposed to include the provision for Delayed Payment as below: "The Contractor shall be entitled to financing charges compounded monthly at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment for each day the Employer fails to pay beyond the prescribed payment period. This entitlement arises without formal notice and without prejudice to any other right or remedy."	Bid condition prevails
132	Retention Money	3.13.8	42	Retention Money shall be refunded within 14 days from the date of payment of final bill	It is proposed that the Employer shall release the retention soon after the issue of a Taking-Over Certificate.	Bid condition prevails
133	Retention Money	3.13.8	89	Retention Money shall be refunded within 14 days from the date of payment of final bill or the date of hand over (Taking-Over) whichever is later, and the dredging is completed in all respect to the satisfaction of the Engineer and Employer with respect to depth, alignment and/or width. In case, the dredge depth is not achieved at certain section or part thereof in the project, the same shall be completed in all respect.	It is proposed that the Retention money or the Retention money BG shall be returned to the Contractor within 14 days from the date of Taking Over of the Works by the Employer	Bid condition prevails
134	Application for Final Payment Certificate	3.13.10	89	Within 56 days after receiving the Performance Certificate, the Contractor Shall Submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:	It is proposed to remove the requirement of Performance Certificate and amend this provision as per below: Within 28 days after receiving the Taking Over Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer.	Bid condition prevails
135	Termination by Employer	3.14.2	93	The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made on behalf of the Contractor.	It is clarified that the Employer shall not use any of the Contractor's equipment after termination.	Bid condition prevails
136	Termination by Employer	3.14.2	93	The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.	It is clarified that the Contractor shall release the payment due to the Employer at the event of termination, failing which the Employer may take action against the Contractor excluding the sale of Contractor's equipment.	Bid condition prevails
137	For Sediment Quality	3.14.7	67	The dredging shall not be allowed to be carried out during the fish-breeding season. The bidder shall plan their activities taking into account the above restrictions imposed by the concerned authorities. Any claim in this regard including idling, mob or demob, on account of the above imposition by the respective state government, shall not be entertained for reasons whatsoever.	The contractor wants to clarify whether the Dregder can be demobilised and mobilised again during the fish breeding season which is June to september and same shall be payable by the employer seperately	Bid condition prevails
138	Limitation of Liability	3.16.6	42	Limited to total value of the Contract	It is proposed to change the limit to 10% of the Accepted Contract Amount	Bid condition prevails
139	Insurance	3.17	97	General requirements of Insurance	The bidder requests a full knock for knock regime (each party to be responsible for its own property/equipment and personnel).	Bid condition prevails
140	Definition of Force Majeure	3.18.1	101	However, if such event continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.	This provision contradicts with Sub-clause 3.18.6. The bidder proposes to modify this clause and Sub-clause 3.18.6 related to the continuous exposure to Force Majeure as below: "If the Force Majeure causes the suspension of the Works to continue for a period of more than 42 days, either Party may then give a notice of termination to the other Party and the Engineer. Termination shall take effect 14 days after the giving of the notice, unless the Force Majeure no longer prevents the Party affected from performing his obligations."	Bid condition prevails
141	Contractor's Claims	3.19.1	104	If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.	It is proposed to delete this para from Sub-clause 3.19.1	Bid condition prevails
142	Amicable Settlement	3.19.2	106	However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of dissatisfaction was given, even if no attempt at amicable settlement has been made.	Please clarify when the Notice of dissatisfaction will be provided under what provision	Bid condition prevails
143	Arbitration	3.19.3	106	Unless settled amicably, disputes shall be settled by arbitration under the provisions of Indian Arbitration and Conciliation Act-1996. As per this, Dispute Resolution Board shall be set up with representatives of both parties on award of work to continuously facilitate resolution of issues. The place of arbitration shall be Deendayal Port. Arbitral award has to be a reasoned award and in case interest is allowed on arbitration amount it shall be limited to SBI Prime Lending Rate + 2%. If any arbitration award shall be referred to Conciliation Committee Councils comprising of independent subject expert. The award by the Conciliation Committee / Councils shall be placed before the Board of DPA for consideration if agreed by both the party.	It is requested to replace the entire clause such the Arbitration shall be conducted with the rules of either ICC or SIAC having a neutral seat at Singapore.	Bid condition prevails
144	Employer's Financial Arrangements				The Contractor requests the Employer to provide the financial arrangements made for the Project. "If the Exceptional Event causes the suspension of the Works to continue for a period of more than 42 days, either Party may then give a notice of termination to the other Party and the Engineer. Termination shall take effect 14 days after the giving of the notice, unless the Exceptional Event no longer prevents the Party affected from performing his obligations."	Bid condition prevails
145	Prolonged Suspension				It is proposed to include additional clause after Sub-clause 3.7.10: If the suspension under Sub-Clause 3.7.9 [Suspension of Work] has continued for more than 21 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 7 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13.11.4 of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination.	Bid condition prevails

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146	Contractor's entitlement to suspend work				<p>It is proposed to include rights of suspension by the Contractor. Accordingly, following provision is requested to include:</p> <p>" If the Engineer fails to certify as per the provisions in the COntract or the Employer fails to comply with Payment obligations, the Contractor may, after giving not less than 21 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.</p> <p>The Contractor's action shall not prejudice his entitlements to financing charges and to termination.</p> <p>If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p>	Bid condition prevails
147	Termination by Contractor				<p>It is proposed to include rights of termination by the Contractor. Accordingly, the following provision is to be added:</p> <p>"The Contractor shall be entitled to terminate the Contract if:</p> <p>(a) the Engineer fails, within 30 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,</p> <p>(b) the Contractor does not receive the amount due under an Interim Payment Certificate within 28 days after the expiry of the time stated in the Contract within which payment is to be made,</p> <p>(c) the Employer substantially fails to perform his obligations under the Contract, or</p> <p>(d) a prolonged suspension by the Engineer affects the whole of the Works,</p> <p>In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract.</p>	Bid condition prevails
148	Payment on Termination by the Contractor				<p>It is proposed to add the following provision to the Contract:</p> <p>"After a notice of termination by the Contractor has taken effect, the Employer shall promptly:</p> <p>(a) return the Performance Security to the Contractor,</p> <p>(b) pay the Contractor in accordance with Sub-Clause 18.6 [Optional Termination, Payment and Release], and</p> <p>(c) pay to the Contractor the amount of any loss of profit or other loss or damage sustained by the Contractor as a result of this termination. "</p>	Bid condition prevails
149	SCHEDULE OF RATES	3.27.1	108	EMPLOYER reserves the right to interpolate or extrapolate the rates for any new item of work not covered in Schedule of Rates from the similar items already available in Schedule of Rates. All the works shall be measured upon completion and paid for at the rate quoted and accepted in the "Schedule of Rates". In case any activity though specifically not covered in Schedule of Rates descriptions but the same is covered under scope of work/ scope of supply/ specification/ drawings etc. no extra claim on this account shall be entertained, since Schedule of Rates is to be read in conjunction with all other documents forming part of the Contract.	It is clarified that the rates for any new item of works not covered in the Schedule of Rates -shall be mutually discussed and finalised. Employer shall not unanimous right to decide the rates. The Contractor shall be allowed to submit its quotation/ proposal for the new rates (based on the existing rates in case similar items available in Schedule of Rates or based on market rates if similar items are not available in Schedule of Rates), and the Engineer shall review and propose the new rates for the acceptance of the Employer and the Engineer.	Bid condition prevails
150	Idle time charges per hour	3.28.0		Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract and no such claims shall be entertained even at a later date.	<p>It is clarified and requested that the Dredgers are capital intensive equipment and incurs high running costs, and idling of such equipment for reasons such as traffic, non-provision of site, natural disaster, Cyclone, etc., and any other reasons which cannot be attributable to the Contractor, such idling costs should be compensated to the Contractor.</p> <p>It is advised including such idle rate provisions in the Contract can avoid potential disputes during execution</p>	Bid condition prevails
Section IV: Bill of Quantities						
151	METHOD OF MEASUREMENT & MODE OF MEASUREMENT	4.2.1	115	Unless stated or billed otherwise, quantities shall be measured in accordance with IS: 1200	IS:1200 primarily addresses terrestrial excavation (e.g., trenches, borrow pits, dead men/tell-tales). Could the employer confirm whether pre- and post-dredge bathymetric surveys will be the basis for volume certification	Bid condition prevails
152	General	4.3.2.1	116	The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer-in charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.	The bidder notes the term "Engineer-in-Charge" used in the Tender Document. It is requested to clarify to define the person who is Engineer-in-Charge for this Contract and the roles of him.	Bid condition prevails
153	The Financial Offer shall include the Followings	4.4.9	117	Dredging shall not be carried out during the fish breeding season as notified by the State Authorities.	It is requested to clarify that the stipulated period of time 10 months excluding the fish breeding season?	The contract period includes the fish breeding season. Bid condition prevails.
154	The Financial Offer shall include the Followings	4.4.11	118	Dredging shall be carried out in the confined manner to reduce the impacts on marine environment.	The tenderer seeks clarification on the term "confined manner," as it appears to be generic and open-ended. If the employer could provide additional details or an explanation regarding this term, it would help the tenderer gain a clear understanding.	Bid condition prevails
155	BILL OF QUANTITIES	1	119	Note: The above quantity of soil to be dredged includes probable siltation during the dredging period estimated by CWPRS of approximately 2.16 million cum per year and any other changes to seabed	Kindly request to provide the Siltation study/report prepared by CWPRS	Bidder to quote only as per the Bill of quantities attached as a part of the tender.
156	BILL OF QUANTITIES				It is proposed to include the BOQ items for mobilization and demobilization to facilitate better pricing, so the Bidders does not have to load the same into its unit rate. Further having a separate mobilization BOQ item facilitates in the cashflow for the Contractor during the initial stages of execution.	Bid condition prevails

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157	BILL OF QUANTITIES - Notes	(i)	120	However, the actual GST amount paid by the contractor shall be reimbursed upon production of the paid receipt/ invoice.	It is clarified and requested that the GST shall be paid along with the respective invoice, and the Contractor shall submit the proof of remittance to the Employer/ Engineer along with its subsequent invoice. In case of failure of Contractor to remit the GST or the submit the proof of GST with the subsequent invoice, the GST amount of such subsequent invoice may be withheld by the Employer until the submission of proof by the Contractor.	Bid condition prevails
Section V: Technical Specifications						
158	GENERAL & DISCLAIM	5.1 & 5.26	122 & 133	The Contractor shall conduct all necessary field tests to satisfy himself regarding the actual conditions at Site. The information furnished above are indicative and without any commitment on the part of employer. It is for the Contractor to make its own assessment and satisfy itself on the various aspects of technical, geographical, commercial aspects etc. before submitting their bid. No Claim whatsoever in this regard will be entertained by the Employer.	Since the bid submission period is short, the tenderer does not have sufficient time to investigate the soil by conducting boreholes or to determine the latest existing depth through a survey. Therefore, as the tenderer has not been provided adequate time to carry out these activities, the information provided by the employer will be considered for preparing our price bid. The Employer will remain responsible for the correctness of the data.	Bid condition prevails
159	SOIL DATA	5.10	129	DPA engaged the services of M/s Renuka Consultants for carrying out Marine Geotechnical Investigation 2016-17. Extract from their report of March 2017 for various developmental projects and the geotechnical boreholes for the proposed container terminal was part of the project. The report is available for the bidders to study and understand the soil conditions along the approach channel for dredging.	Along with the tender documents, we have only received soil data (MBH-21 & MBH-22) from Fugro (2023), which is located outside the dredging area. We kindly request you to provide all available geotechnical and geophysical data for the dredging area.	All necessary information on the boreholes in the vicinity of the proposed project is already attached as a part of the tender.
160	INFORMATION ON UNDER WATER OBJECTS	5.11	129	INFORMATION ON UNDER WATER OBJECTS-DELETED	Kindly provide details of any underwater objects or obstructions, if identified. Additionally, please confirm whether any surveys, such as magnetometric surveys, have been conducted previously. If so, please share the same.	As per clause 6.2 of the tender document "The contractor has to make their own assessment with respect to the Information on Under Water Objects by conducting study of Geophysical Investigations (GPI) like Side Scan Sonar (SSS), Sub Bottom Profiler (SBP)
161	PAST DREDGING DATA	5.24	133	PAST DREDGING DATA- DELETED	Kindly provide details or data regarding past dredging activities in the proposed dredging area. Specifically, please share information such as: 1.Quantity dredged 2.Contract period 3.Type of dredged material 4.Size of TSHD used	No such information is available.
Section VI: Specification of Dredging Works						
162	SCOPE AND NATURE OF WORK	6.2	136	It is likely that under water obstructions might be encountered within the various dredging areas. No idle time charges or loss of production shall be paid to contractor in the event of any obstruction being encountered, which obstructs the operation of the dredger.	Employer should provide with such data of existing obstructions within the dredging area to all the Bidders, and any damage to the Contractor's equipment including dredgers, loss of time and production losses shall be compensated to the Contractor. Further, provision of 'No idle time charges' is not a fair contractual practice. It is requested to include a BOQ item for 'Idle time charges per hour for the proposed dredger' and the Contractor shall be compensated accordingly. Such provision helps in obtaining competitive bids from the Bidders.	As per clause 6.2 of the tender document "The contractor has to make their own assessment with respect to the Information on Under Water Objects by conducting study of Geophysical Investigations (GPI) like Side Scan Sonar (SSS), Sub Bottom Profiler (SBP). The bid condition shall prevail regarding the idle time charges
163	Monitoring of the Dredging Process	6.15	153	The Contractor shall bear the financial burden of any necessary extra working hours. "If any overtime work is required during the project, the contractor is responsible for paying the additional costs associated with that overtime directly to the employer, not to their own employees" working during round the clock. To avoid disputes it is required to provide detailed documentation of all overtime hours worked to support their invoices.	As the dredging work shall be carried out round the clock, the bidder requests to remove this provision.	Bid condition prevails
164	DRAWINGS / CHARTS / DOCUMENTS	6.3	137	General details of the works such as layout drawing, etc. including the areas where the hydrographic survey for the capital dredging is to be carried out and the area(s) where the hydrographic survey at the dumping ground(s) are shown in the drawings at Section 7 of this tender document.	Kindly provide the latest pre- and post-survey data for both the proposed dredging and dumping areas in XYZ and AutoCAD (DWG) formats.	The information requested by the bidder is already attached as a part of the tender
165	PROGRAMME	6.4.1	138	The contractor is advised to plan their dredging activity without affecting the works of the other agencies including another dredging contract which are going on parallelly. While planning the dredging activities and movement of their ancillary equipment, the contractor shall take into account likely intervention caused by the shipping movements and also the movements of the equipment of the other contractors using the same approaches for sailing in and out of navigational channel of Kandla and AKBTP (T-Shaped Jetty). No claims including idle time for their equipment, dredgers and other manpower, arising out of the above aspect and other reasons whatsoever, shall be entertained even at a later date.	Kindly share the current traffic details of the port, including the usual incoming and outgoing vessels using the dredging area. Additionally, please provide the dredging schedule of any dredging contractor already working nearby the proposed dredging area, along with the Interface works and interface details with the existing developer at the Port.	The available traffic details are attached in Attachment #3.
166	PROGRAMME	6.4.1 (1)	138	The employer's decision is final and binding on the contractor, with regard to allocating the dredging areas depending upon the parallel construction activities. For removal of any doubt it is clarified that the shipping movements will take priority over dredging work and the contractor shall be deemed to have considered the same while submitting its bid.	It is clarified that while the Employer has the prerogative to decide / instruct on the allocation of dredging areas, the Contractor shall be compensated for any loss of time (in terms of Extension of Time) , and cost (in case of idling of equipments) due to any delays in providing the Site and/or any hindrances to the Site and/or due to the traffic delays.	Bid condition prevails
167	PROGRAMME	6.4.1 (3)	139	In case the progress of the work is not satisfactory, in the opinion of engineer in-charge, the contractor shall mobilize additional dredgers and/ or ancillary equipment to ensure the completion of the entire balance works within the overall contract period/ remaining contract period without entitlement for any additional mob or demob cost. The Engineer-in-charge decision in this regard is final and binding on the contractor.	The tenderer seeks clarification on the term "in case the progress of the work is not satisfactory" as mentioned in NOTICE INVITING TENDER – Dredging Equipment Requirement, Cl. 1.4, which states: "Ensuring a minimum daily in-situ dredging capacity of 50,000 cu.m." Our understanding is that the employer will consider the progress satisfactory if the contractor ensures a minimum daily in-situ dredging capacity of 50,000 cu.m. Please confirm if this understanding is correct.	Bid condition prevails

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168	Mobilization of TSHD and contingency planning for Breakdown of TSHDs	6.4.2	140	The contractor shall mobilize all the survey and positioning equipment including survey launch within 25 days and complete all the survey work including data collection, processing and final product chart within 30 days from the date of issue of Letter of Acceptance.	It is clarified and requested to allow 45 to 60 days time from the date of LOA for completion of survey works including the final chart.	Bid condition prevails
169	Mobilization of TSHD and contingency planning for Breakdown of TSHDs	6.4.2	141	Contractor in the deployment of the dredgers within 30 days and commencement of dredging operation on 31st day from the date of issue of Letter of Acceptance, the contractor shall be liable to pay a sum of Rs. 15,00,000/- per day for the first five days of delay Rs. 20,00,000/- per day for the next ten days of delay to the employer.	It is clarified that the Contractor shall be allowed to mobilize and commence the dredging operations at least 90 days from the Commencement Date, instead of 30 days from LOA to allow sufficient mobilization time for the vessel. Further, allowing such time line can help in avoiding any idle time for the want of finalisation of pre-survey data.	Bid condition prevails
170	TOLERANCE FOR DREDGING	6.19. &6.21	156 & 157	Payment shall be made only up to the design dredged depth of -15.5m with respect to chart datum, and no payment shall be made for any dredging beyond the designed depth. No Payment for Over-Dredging Contractor shall not be entitled to any payment in respect of any additional depth and width dredged by the Contractor (over dredging) beyond the allowable limit prescribed under the clause 6.19 above.	We respectfully request that the Employer specify a permissible over-dredge allowance, typically in the range of 0.3 to 0.5 m, to account for: Operational limitations in precise depth control due to swell, seabed variability, and dredger response lag, Survey uncertainty from tide reduction, positioning, and echo sounding latency	Bid condition prevails
171		6.23.4.e	161	Execution as per Revised Alignment The Contractor shall carry out and complete the dredging works strictly in accordance with the modified alignment provided by the Employer without any demur, protest, or reservation, and shall ensure full compliance with all specifications, drawings, and instructions issued from time to time by the Employer or the Engineer-in-Charge.	It is clarified that this existing provision is unfair and any Bidder cannot incorporate contingency factor into its Bid with such an open-ended risk, and the Contractor shall be fairly compensated for any change due to the alignment under the provisions of Variation. Hence, it is requested to delete this clause.	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
172	HYDROGRAPHIC SURVEYS	6.9.2	145	Hydrographic surveys / Chart processing works shall be performed with the Software PDS2000/Hypack by using Multi-Beam Echo Sounders (MBES) with dual head and an electronic positioning system consisting of DGPS (Differential GPS) and RTK (Real-Time Kinematic) Based on the joint quadruplicate hydrographic surveys, volume calculations shall be carried out using PDS 2000 / HYPACK or similar software approved by the Engineer In-Charge and payments shall be based on such calculated volumes, as per TIN volumes explained at Clause 6.12.8.	We respectfully request confirmation that Quincy software, which is widely used for hydrographic surveys and supports TIN-based volume computation, MBES data processing, and DGPS/RTK integration, may please be permitted as it is being used for surveys at all other capital dredging projects	Bid condition prevails
173	Volume Computation	6.12.8	151	The dredging volume will be calculated for the common approach channel, 12.2 Km long and 300 m width with side slopes on both the sides including removal of material up to a design depth of 15.5 m below Chart Datum. The calculation for dredged volume consists of the box quantity calculated up to the design depth of 15.5 below CD and side slope of 1:6 extending up to 30 meters from the toe-lines. No vertical & horizontal tolerance are allowed. Prior to arriving as the dredged volume adequate attention is to be paid vis-à-vis provision on the contract in terms of over dredge allowance permissible and other factor that would have a bearing on dredged volume to be computed.	We respectfully request that the Employer specify a vertical tolerance, typically +0.3 m, in line with standard marine dredging practices and IHO hydrographic survey standards. This will align with practical execution and survey limitations.	Bid condition prevails
174	PRE-DREDGING SURVEY	6.17	155	However, for payment purpose the level of seabed based on pre dredging and post dredging survey results of echo sounding frequency 210 KHz only shall be considered.	We respectfully request that the Employer confirm and permit the use of Multibeam Echo Sounder (MBES) with 210 KHz frequency, as MBES: Provides full swath coverage, ensuring accurate slope and toe-line certification, Is faster and more efficient for large areas like the 12.2 km x 300 m channel.	Bid condition prevails
175	MEASUREMENT FOR PAYMENT	6.23.1	157	The volumes for the side slopes shall be considered for payment only when the design depth of 15.5 m is reached In the case of the side slopes restricted to 30 m" Side slope - 1:6 up to a distance of 30m from the toe-lines.	We respectfully request clarification on whether side slope dredging may be executed concurrently with box cut formation and vertical tolerance band (+0.3 m) be allowed for the box cut depth	Bid condition prevails
176	Alignment of channel	6.23.4	161	However, the alignment of common approach channel may be changed during the contract period and following points are applicable in this regard. a) Right of the Employer to Modify Alignment b) No Additional Payment or Compensation c) No Extension of Time d) No Dispute or Claim e) Execution as per Revised Alignment f) No Liability of DPA g) Deeming Provision h) Contractor's Acknowledgement	We respectfully request that the clause regarding alignment modification be revised to allow for: Mutual agreement on revised scope and effort, Compensation or Variation Order if the new alignment materially increases dredging volume, survey effort, or disposal logistics, And reasonable time extension if the revised alignment affects execution schedule. We also request that the Contractor retain the right to raise claims under applicable dispute resolution mechanisms if the revised alignment leads to commercial impact on the contractor.	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
177	Payment Schedule	6.23.5	162	The employer shall release the above monthly payments after recovery of the amount, if any, as per the conditions of the Contract. The actual quantity shall be worked out from pre-dredge, interim and post dredge hydrographic surveys and volume shall be computed by survey software generated TIN based model volume computation or any other method as approved by the. The monthly payments are deemed to be provisional payments and will be reconciled during final settlement	Please confirm whether Multibeam Echo Sounder (MBES) with tender specific echosounding frequency data will be accepted for both interim and final volume certification, as MBES offers superior spatial resolution and slope validation compared to single beam.	Bid condition prevails
Section VII: Special conditions of contract						
178	Scope of Work	7.2.1	166	The Dredging operations shall be smoothly carried out in such a way that the execution of the Dredging doesn't obstruct any Navigational movements and the Dredger ad its Auxiliary units shall not cause hindrance to any ferry movements and other surrounding activities.	Please confirm whether idle time costs shall be compensated if caused by port operations.	Bid condition prevails

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179	Scope of Work	7.2.1	167	To facilitate day to day monitoring of the dredging work and hydrographic survey and other related works, the contractor shall provide two four-wheeler vehicles SUV like (Maruti Suzuki Ertiga, KIA Carens, Mahindra XUV700 or equivalent) for use by the Employer and their representatives with drivers available during execution period on all days including Sundays and holidays. The vehicles must be in good condition with a commercial permit and third-party insurance. If vehicle is not provided, penalty of Rs 5000/ per day per vehicle shall be recovered. The required fuel / maintenance to be borne by the contractor. The above vehicle will be used for dredging related work only. The rate quoted by the bidder shall be inclusive of the above service.	We respectfully request that this clause be removed.	Bid condition prevails
180	Scope of Work	7.2.1	167	The Contractor shall at his own expense provide 1 Qualified Engineer, 1 Qualified Executive (Administration and Finance) & 1 Qualified Hydrographic Surveyor personals to work at DPA's office for looking after the day to day works during the entire period of contract up to releasing of Final Bill.	Given the specialized nature of personnel required for capital dredging project, mandating full-time office-based deployment would not be operationally efficient. Instead, we propose to maintain regular reporting and coordination visits to keep the Employer promptly informed of all ongoing activities	Bid condition prevails
181	NIT, Page 4			Last date and time of online submission of bid documents: 20.01.2026 @ 16:00 Hrs	It is requested to extend the due date of e-tender submission by minimum two weeks from the date of publishing pre-bid clarifications online.	Bid condition prevails
182	1.2 of NIT, Page 11 6.23.4 of SODW, Page 159			Channel Alignment: The Employer shall have the absolute right, at its sole discretion, to alter or modify, in whole or in part, the alignment or technical parameters of the Access Channel at any stage of execution. The successful bidder shall execute the Works as per such revised alignment without any claim for additional payment, compensation, damages, escalation, extension of time, or dispute of any nature.	Change in channel alignment in whole or part will lead to huge variation in the existing depths, quantity and soil parameters and may require deployment of additional vessels / idling of deployed vessels. This situation poses high risk to the Contractor as he will not be entitled to any additional payment / compensation / extension of time. Therefore, Employer is requested to finalize the Channel alignment prior closure of bidding, so as to avoid future ambiguities.	Bidders are informed that the change in alignment, if any, will be within the project region and the revised quantities if any due to change in alignment will be recalculated as per the actual bathymetry to be conducted prior to the start of dredging works. The contractor will be intimated about any change of alignment prior to the start of any dredging works. The payment shall be made as per the actual in-situ quantity dredged as per the revised alignment.
183	1.4 a) of NIT, Page 11			The bidder shall possess by absolute ownership / Chartered / wet leasing, main TSHD of capacity not less than 12,500 cu.m OR a combination TSHD capacity not less than 10,000 cum and an additional CSD/Backhoe/ grab dredgers of suitable capacity to maintain a combined total dredging capacity not less than 12,500 cu.m, ensuring a minimum daily in-situ dredging capacity of 50,000 cu.m. ... However, the assessment of the required capacity of the dredger and other equipment shall be the sole responsibility of the bidder based on scope of work and the site conditions.	Since the Contractor is responsible for assessment of the required capacity of the dredger and other equipment and will be penalized for not meeting the timelines, considering the current Indian Tonnage of dredgers and to have better competition, Employer is request to amend the referred clause as below: "The bidder shall possess by absolute ownership / Chartered / wet leasing, main TSHD of capacity not less than 12,500 cu.m OR a combination of 2 TSHDs of combined capacity not less than 12,500 cu.m (minimum capacity of any TSHD shall be 5,500 cu.m), ensuring a minimum daily in-situ dredging capacity of 50,000 cu.m."	Bid condition prevails
184	1.4 b) of NIT, Page 12			The above dredgers and ancillary equipment such as hopper barges and tugs have to be deployed and shall remain at site during the 10 months period of the contract.	Employer is requested to confirm that the dredgers and ancillary crafts shall be released soon after Taking over of the site by Employer.	Bidder understanding is correct.
185	1.4 h) of NIT, Page 12			In case of breakdown / dry docking / major repairs to the main dredger; substitute shall be allowed as per Clause 6.4.2. However, the Contractor has to submit proof of dry dock / afloat repair facility booked at the time of submitting for permission to sail the main dredger with an undertaking for deployment of another suitable TSHD of equal / higher capacity as the main dredger to ensure the dredging works is completed within the period projected schedule of the Contractor.	In addition to breakdown / dry docking / major repairs, the main TSHD(s) shall be released for other reasons or for deployment at other Port, in case Contractor will be willing to deploy substitute dredger of equivalent or higher capacity.	Bid condition prevails
186	1.5 of NIT Page 14			In case of downloading the tender from web site, they shall inform in writing to the DPA immediately.	We hope that, the intimation as per para-1 of this letter will be sufficient, Please confirm.	Bid condition prevails
187	1.15 (ii), Page 23			Details of dredger(s) and other supporting crafts and facilities including discharge pipeline etc. available and proposed dredgers and their mobilization time to this site.	To our understanding, the dredged material shall be dumped at the designated offshore dumping location and there is no requirement of any shore pumping or reclamation which requires discharge pipe line under the present scope of work. Please clarify and confirm.	Bidder understanding is correct.
188	2.1 of ITB, Page 25 3.28 of GCC, Page 109			No claims including idle time for their dredger(s) and other manpower, arising out of the above aspect and other reasons whatsoever, shall be entertained even at a later date. Idle time charges are not payable for idling of any dredger or other equipment including the men and machinery for reasons whatsoever under this contract and no such claims shall be entertained even at a later date.	Idle time charges shall be paid for: (i) Suspension of dredging at the instructions of DPA. (ii) Suspension of dredging operations due to shipping movements. (iii) Idling due to third party intervention. (iv) Idling due to encountering of underwater obstructions. (v) Idling of dredger due to adverse weather conditions due to wave height more than 2.0 m or if the port declares cyclone. (vi) Dredging areas are not made available by DPA for dredging. Item towards Idle time charges may please be inserted in the BOQ. Further suitable extension of time shall be given for the time lost due to above reasons. Kindly confirm.	Bid condition prevails
189	3.4.2 of GCC, Page 58			Performance Security: (d) Circumstances, which entitle the Employer to termination under Sub- Clause 3.14.2 [Termination by Employer], irrespective of whether notice of termination has been given.	Employer is requested to delete the sentence 'irrespective of whether notice of termination has been given'. Whatever be the circumstances under which the Employer entitles to terminate the Contract, the notice of termination must be served on the Contractor and without notice of termination, Employer cannot terminate the contract and shall not make any claim under the Performance Security.	Bid condition prevails
190	3.4.2 of GCC, Page 58			Defect Liability: The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the works and remedied any defects.	As correctly mentioned at the second clause referred, defect liability is not applicable for dredging works. All clauses including Performance Security, Retention money, Taking Over, etc. may please be amended accordingly.	Bid condition prevails
191	3.10 of GCC, Page 79			There is no defect liability for dredging work.		Bidder understanding is correct.
192	3.4.4 of GCC, Page 59			Sub-contractors: Sub-contracting or sub- letting of any portion or whole of the work shall not be permitted.	Please amend the clause as below: Sub-contracting or sub- letting of any portion or whole of the work shall not be permitted without prior approval of Employer.	Bid condition prevails

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193	3.4.17.2 of GCC, Page 67 4.4.9 of BOQ, Page 117			The dredging shall not be allowed to be carried out during the fish-breeding season. Employer is requested to specify the fish-breeding season in Tuna-Tekra region and also to confirm whether dredging & dumping operations will be allowed during that period. If not allowed, is the contract period of 10 months inclusive of fish-breeding season?	The fish breeding season announced by the government is between 1st of June to 15th August every year and the bidders may also verify the same from fisheries department. The contract period is inclusive of fish breeding period.
194	3.4.18 of GCC, Page 67			Facilities Supplied by the Employer: Since the dredging is being carried for DPA, the pilotage/ berthing and towage charges should be provided free of cost to the contractor and no Port dues shall be charged for Entry / Exit of the dredgers also, Kindly confirm.	Bid condition prevails
195	3.6.7 (b) of GCC, Page 74			Ownership of Plant and Materials: Each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances: (a) when it is delivered to the Site; (b) The Contractor is not entitled to payment of the value of the Plant and Materials. The plant, equipment and material delivered at the site would be intended for execution of the dredging work and shall remain the property of Contractor only and Employer cannot claim ownership of the same when delivered to the site. As such, the word "not" is to be deleted in Para (b). Request to modify the clause suitably.	Bid condition prevails
196	3.7.1 of GCC, Page 74			Commencement of work: The Engineer shall give the Contractor not less than 7 days' notice of the Commencement date. Unless otherwise stated, the Commencement date shall be within 30 days after the Contractor receives the Letter of Acceptance. Please confirm that, minimum period of 30 days from the date of LOA will be provided for mobilization of dredgers and commencement of work and the contract period of 10 months shall be considered from the date of commencement of work or from the 31st day after receipt of LOA, whichever is less. Further, please indicate the tentative date of commencement of work so as to enable the bidder to plan the actual deployment of equipment	Bidder understanding is correct. The date of commencement will be intimated to the successful bidder only.
197	3.7.3 of GCC, Page 74			In the event of such termination of the contract as described in Clauses 3.14 or 3.18 or both, the employer shall be entitled to cover L.D up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the balance works completed by other means at the risk and cost of the contractor. Since maximum LD is imposed and balance works will be completed at the Risk and Cost of Contractor as per the referred clause, the Security Deposit shall not be encashed, Employer may kindly review.	Bid condition prevails
198	3.9.1 of GCC, Page 78			Taking over of the Works and Sections The periods, "7 days" and "14 days" may be replaced with "3 days" and "7 days".	Bid condition prevails
199	3.12.1 of GCC, Page 82			Right to Vary: Increase or decrease the quantity upto +/- 30% of quantity Employer is requested to limit the variation to +/- 20% of the quantity. If the actual dredging quantity is less than 80% of the tendered quantity, then Employer shall pay 5% extra on the unit rate (which is inclusive of mobilization & de-mobilization charges). Kindly confirm. Suitable extension of time shall be provided without imposing LD in case the variation in quantity is more than +20%.	Bid condition prevails
200	3.12.3 of GCC, Page 83			Price adjustment: Q = Fuel element factor has been predetermined as 0.25 R = Value of the work during the month under consideration as per relevant item of Bill of Quantities excluding mobilization and de-mobilizations fees. Contractor shall be entitled to such variation in prices only during the Contract Period or any extension thereof not exceeding 3 (three) months. Beyond the contract period and during extended completion period, the price adjustment payment shall be made at the frozen price index prevailing on the original schedule date of completion of work. Employer is requested to consider 'Q' as 0.28. Since, there is no separate item in the BOQ for mobilization & demobilization charges, the wording "excluding mobilization and de-mobilizations fees" may please be removed. Further, the base price as well as monthly price of fuel shall only be considered from the Price Circular issued by IOCL/ HPCL/BPCL/RIL. Price Adjustment shall be applicable for the entire extension period and shall be based on actual fuel price, but not at frozen index, Kindly confirm.	Bid condition prevails
201	3.13.6 of GCC, Page 88			Payment The periods for Interim payment & Final payment may be replaced with "14 days" and "28 days" respectively.	Bid condition prevails
202	3.13.7 of GCC, Page 88			Delayed Payments - Deleted In case due to any reason, Employer fails to make payment within the stipulated time, or any other amounts fall due, interest at SBI MCLR + 3% shall be charged for all the delayed payments. Kindly confirm.	Bid condition prevails
203	3.13.8 of GCC, Page 88 Sl. No. 2 of Corrigendum II			Retention Money: Retention money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 15% of contract price. Please confirm that the maximum accumulation of 15% of contract price includes Perfo	Bid condition prevails
204	3.16.6 of GCC, Page 97			Limitation of Liability: Limited to total value of the Contract Employer is requested to revise the Limitation of Liability of the Contractor to 10% of contract value.	Bid condition prevails
205	3.17.1 of GCC, Page 97			General requirement for insurance: Since the Contractor is already having policies for his equipment and personnel any additional premium if to be paid for the terms to be approved by the Employer, the same shall be to the account of Employer and subject to approval by the to the insurance market. It is clarified that copies of insurance certificates with details of coverage and values would be submitted since policies normally over total fleet.	Bid condition prevails
206	3.18 of GCC, Page 101			Force Majeure Suitable extension of time shall be provided without imposing LD in case of Force Majeure conditions, Kindly confirm.	Refer to clause 19.1 of the tender document
207	4.4.10 of GCC, Page 117			As committed, Silt curtains shall be used to minimize spreading of silt plume during dredging operation. Turbidity should be monitored during the dredging using online monitoring system. No removal of silt curtain unless baseline values are achieved. Employer may please specify the exact requirement of silt curtains and their maintenance, if any.	It is hereby clarified that silt curtains shall be provided and deployed during dredging operations, wherever required, to minimize the spreading of silt plume. The cost and responsibility for provision, installation, maintenance, and removal of silt curtains during the dredging period shall be deemed to be included in the scope of work of the Contractor.
208	4.4.13 of BOQ, Page 118			While carrying out dredging, an independent monitoring shall be carried out through a Government Agency/Institute to assess the impact and necessary measures shall be taken on priority basis if any adverse impact is observed. Please confirm that Employer will borne the charges of Independent Monitoring Agency / Consultant.	The contractor's quote shall include the cost of independent monitoring by government agency.
209	6.3 of SODW, Page 137			Drawings / Charts / Documents Employer is requested to provide latest bathymetric survey charts of dredging & disposal locations in XYZ and AutoCAD formats for Bidders' reference.	The pdf file of the recent bathymetry is attached in Attachment #2.(Note: For Autocad file kindly contact on email id xen.hnd@deendayalport.gov.in & dredgingdpt@gmail.com)
210	6.4.1.2 of SODW, Page 138			The dredging of the common approach channel of the container berth shall be planned with additional dredger to ensure that the entire work will be completed within the stipulated period of time (10 months). Please remove the word "additional" in the referred clause.	Bid condition prevails

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211	6.7 of SODW, Page 143			Marker Buoys, etc.	Since the work is proposed to be carried out with TSHD(s) and as the dredgers are provided with DGPS onboard, installation of Marker Buoys shall be excluded from Contractor's scope. Kindly confirm.	Bid condition prevails
212	6.12.8 (c) of SODW, Page 151 6.19 of SODW, Page 156 6.21 of SODW, Page 157			The calculation for dredged volume consists of the box quantity calculated up to the design depth of 15.5 below CD and side slope of 1:6 extending up to 30 meters from the toe-lines. No vertical & horizontal tolerance are allowed.	Quantities under vertical tolerance of 0.3 mts and side slopes of 1:6 (without restricting upto 30 mts from toe-lines) shall be considered for payment, Please confirm.	Bid condition prevails
213	6.17 of SODW, Page 155			Pre-dredging surveys: Before starting dredging operation, the Contractor shall at its cost charges and expenses carry out a quadruplicate joint survey of the seabed, in the presence of the Employer/Engineer and a third party independent outside agency to be nominated by the Employer. The level of the seabed shall be recorded by means of echo sounding equipment selecting both the frequencies of 33KHz and 210 KHz, simultaneously. Since Multi-beam echosounder to be deployed, the clause may be amended suitably.	Please confirm that Employer will borne the charges of Third party Independent Outside Agency.	The contractor's quote shall include the cost of independent monitoring by government agency.
214	B.13 of TCN, Page 6			Bid validity period: 6 months (180 days)	Requested to limit the 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.	Bid condition prevails
215	Cl. 8 B(ix) of ITT, Page 16 Appendix-iv, Sl.4, page 57			Power of Attorney, on stamp paper in favour of person authorized to sign the tender document.	Employer is requested to provide the specific 'Power of Attorney' format for compliance.	The format for Power of attorney is attached in Attachment #1.
216	Cl. 14 of ITT, Page 19			The addendum / corrigendum so issued will be published in our website at least 07 days prior to the last date for submission of the tender.	Employer is requested to provide minimum two weeks' time for bid submission from the date of uploading pre-bid clarifications online.	Bid condition prevails
217	1.11 NIT Corrigendum-I		20	Earnest Money Deposit/ Bid Security	As per the Corrigendum-I, the revised EMD / Bid Security is too high, we request to reduce the amount to Rs.62,00,000 (Rupees Sixty-two lakhs)	Bid condition prevails
218	Taking Over of a Parts of the Works		78	3.9.2. Section 3-GCC Employers Taking over	Upon partial or full taking over of the Site by the Employer, the Contractor shall no longer be liable for any rectification or defects in the Works taken over. Furthermore, in dredging works, no defect liability period shall apply, as upon taking over of the Site.	Bid condition prevails
219	Performance Certificate		80	3.10.9. Section 3-GCC Defects Liability	Upon the Employer's takeover of the Site, the Performance Certificate shall be issued immediately. Following issuance of the Performance Certificate, there shall be no Unfulfilled Obligations remaining	Bid condition prevails
220	Unfulfilled Obligations		80	3.10.10 Section 3-GCC Defects Liability	Accordingly, Clause 3.10.10 Unfulfilled Obligations is contradictory to 3.10.9. Performance Certificate and therefore Unfulfilled Obligations clause should be deleted.	Bid condition prevails
221	Right to Vary		82	3.12.1. Section 3-GCC Variations and Adjustments	Increase or decrease the quantity up to +/- 30% - The Contractor notes that a variation of this magnitude represents a significant commercial and execution risk. Accordingly, the Contractor respectfully requests that the permissible variation be limited to a maximum of plus or minus ten percent (±10%) of the Contract quantities. Any variation beyond ±10% should be subject to prior mutual agreement, including adjustment to rates, time for completion, and any other contractual entitlements.	Bid condition prevails
222	General				Please provide x,y,z bathymetric survey which forms the basis of dredge volume of 13.97Mm3 minus 2.16Mm3 siltation (Schedule-B(TTCT-BOQ).	The pdf file of the recent bathymetry is attached in Attachment #2.(Note: For Autocad file kindly contact on email id xen.hnd@deendayalport.gov.in & dredgingdpt@gmail.com)
223	General				Is vertical reference level of the bathymetry in drawing SR 3898 TTCT App.Channel IITM_ FINAL_CWPRS- 2024-Model (1) relative to m Chart Datum? Please clarify!	Bidder understanding is correct.
224	General				Please provide x,y,z bathymetry survey of Disposal Grounds, when available. Please provide x,y,z bathymetry survey of sailing route to Disposal Grounds, when available.	The pdf file of the recent bathymetry is attached in Attachment #2.(Note: For Autocad file kindly contact on email id xen.hnd@deendayalport.gov.in & dredgingdpt@gmail.com)
225	General				The diameter and surface of disposal areas OP1 + OP2 + D1 + D2 are not consistent in various documents and drawings: •Please provide correct coordinates and diameters of disposal areas OP1, OP2, D1, D2. •Total combined surface of Disposal Grounds (based on circles in drawings SR 3898 TTCT App.Channel IITM_ FINAL_CWPRS- 2024-Model (1)) is 1,310,000m2 which means 14Mm3 / 1.31Mm2 = approx. 10.7m of soil to be stored. This is not realistic. Please provide clarify the correct available surfaces of each of these disposal areas.	Please refer to Drawing number Sr. No. 3898 for the co-ordinates and the diameter of the disposal areas. The diameter of all the dumping grounds is 2km.
226	General				Please provide all other soil information/ boreholes in possession of Client in vicinity to project area/ Common Approach Channel.	All relevant soil details of the proposed dredging works is already made part of the tender
	General				Please provide any available data/reports on water levels, current velocities, wave conditions and suspended sediment concentration.	Refer to section -5 of the tender document.
Section I: Notice Inviting Tender (NIT)						

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227	DREDGING EQUIPMENT REQUIREMENT	(b)	12	The above dredgers and ancillary equipment such as hopper barges and tugs have to be deployed and shall remain at site during the 10 months period of the contract.	This requirement would force the Contractor to stay on site long after the dredging has been completed. Please revise as per usual practice where Contractor needs to complete the works before the Completion Date failing which liquidated damages will apply.	The equipment can be demobilised upon taking over of the site by the employer in accordance with contract conditions.
Section II: Instructions to Bidders						
228	Dumping ground dimension	several	25 & 66 & 154		ITB page 25 & 66 & 154 mention dumping grounds ... of diameter 1km each. The drawings mention 2km diameter. P166 mentions 1km radius. Please clarify.	The diameter of the dumping grounds is 2km.
Section III: General Conditions						
229	Cost	3.1.1.30	45	"Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit	As the term "Reasonably incurred" is vague, the bidder requests to clarify the same.	Bid condition prevails
230	Overtime	3.1.1.31	45	"Overtime" means overtime to the employer to be paid by the contractor for working beyond normal working hours of the port or on Sunday's and public holidays.	Definition to please be removed due to redundancy as dredging works may continue at all times.	Bid condition prevails
231	Cost	3.1.1.57	46	Cost' means all expenditure properly incurred (or to be incurred) by the Contractor on the Site or off the site for the purpose of the project, including overheads and similar charges, but does not include Profit.	Please note that Cost was already defined in art 3.1.1.30. Please delete this clause to avoid redundancy and confusion.	Bid condition prevails
232	Contractor's Equipment	3.1.1.58	46	Contractor's Equipment' means all apparatus, machinery, vehicles, vessels, facilities and other things required for the execution of the Works but does not include Materials or Plant.	Please note that Contractor's Equipment was already defined in art 3.1.1.40. Please delete this clause to avoid redundancy and confusion.	Bid condition prevails
233	Country	3.1.1.59	46	"Country" means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.	Please note that Country was already defined in art 3.1.1.49. Please delete this clause to avoid redundancy and confusion.	Bid condition prevails
234	Employer's Equipment	3.1.1.60	46	"Employer's equipment" means the apparatus, machinery and vehicles (if any) 47 made available by the Employer for the use of the contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer	Please note that Employer's Equipment was already defined in art 3.1.1.50. Please delete this clause to avoid redundancy and confusion.	Bid condition prevails
235	Priority of Documents	3.1.5	48	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (i) The contract Agreement (if completed), (ii) The Letter of Acceptance / Firm work order (iii) The priced Bill of Quantities, (iv) Bid Clarification, (v) The Technical Specification, Special conditions of contract and Information in Appendix to Tender. (vi) The General conditions of contract. (vii) The Drawings and Annexures. (viii) All Post bid correspondence and any other document forming part of contract	(a) Contractor's offer does not form part of the priority list. It is proposed that this is included as a high priority. (b) Furthermore, please swap current items (v) and (vi)	Bid condition prevails
236	Delegation by Engineer	3.3.2	56	(a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;	Please provide for a time period in which the assistant must make a determination and the Engineer may reject the work to ensure certainty.	Bid condition prevails
237	Performance Security	3.4.2	58	The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of: (a) Failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security	It is proposed that "claim the full amount" is replaced with "claim 10% ".	Bid condition prevails
238	Contractor's Representative	3.4.3	59	The Contractor's Representative and all their persons shall also be fluent in English and Hindi, if Contractor's Representative, or these persons, is not fluent in the above languages, the Contractor shall make a competent interpreter available during all working hours	Please clarify what "and all these persons" means	Bid condition prevails
239	Setting Out	3.4.7	60	The Contractor shall set out the Works in relation to original Setting Out points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used. After receiving this notice, the Engineer shall proceed in accordance with SubClause 3.3.4 [Determinations]	1. The bidder requests to clarify the term "reasonable efforts" 2. It is proposed that the Engineer's determination to be subject to dispute resolution. 3. Please clarify that rectification costs caused by Employer's error will be reimbursed promptly, not only after determination.	Bid condition prevails
240	Safety Procedures	3.4.8	61	(g) Shall carry out Risk Assessment as per standard practice.	Please clarify the term "standard practice"	Bid condition prevails
241	Unforeseeable Physical Conditions	3.4.12	62	In this Sub-Clauses, "physical conditions" means natural physical conditions which the Contractor encounters at the Site when executing the works, including sub- surface and hydrological conditions but excluding climatic conditions.	It is proposed to include "Engineer's decision to be subject to dispute resolution and Contractor to be entitled to Costs + reasonable profit. "	Bid condition prevails
242	Contractor's Equipment	3.4.17	65	When bought on to the Site, Contractor's equipment shall be deemed to be exclusively intended for the execution of the Works and shall be retained at the site till the completion of the work. The Contractor shall not remove from the Site any major items of Contractor's equipment without the consent of the Engineer.	Please amend so that the Contractor is entitled to replace vessels for similar quality without prior consent.	Bid condition prevails
243	Fossils	3.4.22	70	Payment of any such Cost, which shall be included in the Contract Price.	The bidder proposes to provide for Cost and reasonable profit.	Bid condition prevails
244	Time for Completion	3.7.2	74	(b) Time period for completion of work shall be 10 months from the date commencement of the dredging work.	Please clarify when the Commencement Date is expected	(b) Time period for completion of work shall be 10 months from the date of work order issued to contractor.
245	Consequences of Suspension	3.7.10	77	Contractor shall give notice to the Employer an' shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to: (b) Payment of any such Cost, which shall be included in the Contract Price.	The bidder proposes to provide for Cost and reasonable profit.	Bid condition prevails

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246	Taking Over of Parts of the Works	3.9.2	79	After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry' date of the relevant Defects Notification Period.	Please delete this section, as no Defects Notification Period applies to dredging works. Furthermore, since the risk transfers to the Employer upon Taking-Over, it is illogical to impose testing obligations on the Contractor—particularly given the practical challenges of conducting tests once the Employer has already commenced use of the Works.	Bid condition prevails
247	Adjustments for Changes in Legislation	3.12.6	86	Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 3.19.1 [Contractor's Claims] to: (b) payment of any such Cost, which shall be included in the Contract Price.	Please insert "and reasonable profits"	Bid condition prevails
248	Issue of Interim Payment Certificates	3.13.5	88	The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction	It is proposed that a time limit of 30 days is imposed to amend previous Payment Certificates and that such amendments must be restricted to genuine errors and must be supported with documentations. Repayments should only be required in cases of fraud or manifest error.	Bid condition prevails
249	Termination by Employer	3.14.2	92	(b) abandons the Works or otherwise plainly demonstrate the intention not to continue performance of his obligations under the Contract	Please clarify "demonstrate the intention not to continue performance"	Bid condition prevails
250	Termination by Employer	3.14.2	93	In addition to the reasons listed above, the employer may terminate the contract as per Clause 2.3.14 (ix) of Section-2:	Cross reference is not correct, please clarify.	The reference clause shall be read as 2.3.18 (ix).
251	Payment after Termination	3.14.4	94	(b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 3.14.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance, if available to the Contractor	Please clarify the meaning of " extra costs", alternatively, replace with " direct costs". Please provide a time limit in which the costs of the Employer are communicated. It is further proposed to limit the liability to 10% of the Accepted Contract Amount	Bid condition prevails
252	Bribes and Commission	3.25	108	Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to be execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation, and the Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question or disputes as to the commission of any offence under the present clause shall be settled by the Engineer in such a manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive	1. Delete "and all other" in "to the cancellation of this and all other contracts with the Employer". 2. Engineer's determination to be based on objective standards and to be made subject to arbitration. 3. Include reference to relevant anti-bribery laws or thresholds to clarify "any gift or advantage".	Bid condition prevails
Section IX: Forms of Bid						
253	Specimen EMD (Bank Guarantee Format)		176	(b) (ii) twenty-eight days after the expiration of the Bidder's Tender or any extended period thereof	The bidder proposes to amend the text as below "(ii) twenty-eight days after the expiration of the Bidder's Tender or any extended period thereof i.e., up to"	Bid condition prevails
254	Specimen EMD (Bank Guarantee Format)		176		The bidder proposes to include the following at the end: "This guarantee is non-assignable. This bank guarantee shall be governed by the laws of India and competent courts in xxxxxxxx shall have exclusive jurisdiction. Notwithstanding anything contained hereinabove: (i) Our liability under this Bank Guarantee shall not exceed INR xxxx/- (ii) This Bank Guarantee shall be valid up to xxxx. (iii) We, xxx, hereby unequivocally and unconditionally undertakes to pay within 5 working days upon receipt of a compliant written demand with original bank guarantee and all Amendments from the Beneficiary. (iv) Unless a demand or claim under this guarantee is made on us in writing on or before xx-xx-xxxx, we shall be discharged from all the liabilities under this guarantee, thereafter, irrespective of original guarantee received or not."	Bid condition prevails

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255	<p>Section 3 – General Conditions</p> <p>Section 4 – Bill of Quantities</p> <p>Section 4 – Bill of Quantities</p> <p>Section 4 – Bill of Quantities</p> <p>Section 7 – Special conditions of contract</p>	<p>3.11.2</p> <p>4.3.2.1</p> <p>Item 1</p> <p>Item 1 – Note</p>	<p>81</p> <p>116</p> <p>119</p> <p>119</p>	<p>Siltation Method of measurement Measurement shall be made on joint quadruplicate bathymetry survey to arrive the in-situ quantity basis dredged quantity</p> <p>General The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out [...]</p> <p>Estimated quantity (in situ) 13,967,754 m³</p> <p>Note The above quantity of soil to be dredged includes probable siltation during the dredging period estimated by CWPRS of approximately 2.16 million cum per year and any other changes to seabed since last bathymetry survey. No separate claim shall be admissible on this account other than based on quoted rates.</p> <p>Scope of Work Payment will be based on in-situ quantity [...]. Cumulative dredged quantities shall be calculated based upon the Base Depth (Pre-Survey chart basis) and the net dredged quantity shall be paid for the amount of work done during that month. No payment shall be made for any re-siltation occurred if any during the execution of the project.</p>	<p>a) Is the quantity of 13,967,754 m³ including 2,160,000 m³ or not ?</p> <p>b) How will the 2,160,000 m³ be measured as this is impossible during dredging operations, because progress survey only allows you to measure the balance of dredged volume and infill volumes together.?</p> <p>c) If the 2,160,000 m³ are included, it means the Contractor will be paid only for the remeasured 11,807,754 m³ (outsurvey minus insurvey) and will have to take the 2,160,000 m³ into account by increasing the unit rate?</p> <p>d) If the 2,160,000 m³ are not included, are they remeasurable (see previous question how to measure) or is it a lumpsum quantity to be added on top of the remeasured 11,807,754 m³ (outsurvey minus insurvey)?</p> <p>e) Request if the report of CWPRS can be shared</p>	Refer to Reply no.22
256	<p>British Admiralty Chart</p> <p>Section 3 – General Conditions</p> <p>Section 5 – Technical Specification</p> <p>Section 6 – Specification of Dredging Work</p>	<p>3.4.12</p> <p>5.11</p> <p>6.2</p>	<p>62</p> <p>129</p> <p>136</p>	<p>Wreck Admiralty chart indicates presence of a wreck at coordinates E 611107.99, N 2525850.47</p> <p>Unforeseeable Physical Conditions If the Contractor encounters adverse physical conditions, which he considers to be Unforeseeable, [...] payment of any such cost, which shall be included in the contract prices</p> <p>Information on under water objects – Deleted</p> <p>Scope and nature of Work The proposed dredging work shall involve removal of "inorganic clays, gravely clays, sandy clays, silty clays of medium to high plasticity [...]" [...] The LOA bidder has to make their own assessment with respect to the information on Under Water Objects by conducting of [...] before starting of capital dredging work The cost of removal of such underwater objects shall be paid [...]</p>	<p>a) The removal of a wreck is not falling under the usual dredging scope of the contract and needs to be performed by specialized companies</p> <p>b) What is Employer's view on the removal of the wreck ?</p> <p>c) Is it considered as foreseeable by an experienced contractor as it's mentioned in the British Admiralty Charts? In that case the wreck should be removed by others prior to the dredging works, or the location of the channel is to be shifted.</p> <p>Or is it considered as "unforeseeable Physical condition" leading to a payable variation as per clause 3.4.12</p>	Bid condition prevails
257	Section 6 – Specification of Dredging work	6.4.1	138	<p>Depth to Maintain General The Contractor therefore has to ensure that at no point of time the depths deteriorate to less than the pre dredging depth or the depths already achieved by the Contractor</p>	<p>Contractor cannot be dredging over the total length of the channel at the same time. Due to the permanent inflow of sedimentation (increased during monsoon season) it is unavoidable that depths deteriorate during the works. Since the channel will not be used during the execution of the works.</p> <p>It is proposed to modify the clause as follows :</p> <p>The Contractor has to adjust his planning of the dredging so that the deterioration of depths less than pre dredging depth or the already achieved depth is limited to a minimum.</p>	The quantity mentioned in the Bill of Qty (see revised BOQ sheet) excludes probable siltation during the entire contract period.
258	Section 3 – General Conditions	3.12.3	83	<p>Price Adjustment Base rate if fuel and adjustment for subsequent price variation i. Whenever there is variation in the price of the mail fuel, the contractor shall forthwith in writing and in any event not later than 7 days from the date of such variation</p>	<p>In the case of VLSFO there is a rate variation every week this can be produced on a monthly basis to the port.</p>	Bid condition prevails
259	Section 1 - NIT		4	<p>Extension of Time Last date and time of online submission of bid documents : 20/01/2026 @ 16.00 hrs</p>	<p>Employer is requested to extend the last date for bid submission until minimum 19 February 2026.</p>	Bid condition prevails
260	Appendix to Tender (GCC)	3.7.2 of GCC	42	<p>Time for Completion of the Work - 10 months from the date commencement of the dredging work</p>	<p>We seek clarification regarding the contract period of 10 months mentioned in the tender document. Please confirm whether this duration:</p> <p>1.Excludes the fish breeding season, 2.Excludes the time required for obtaining MOHA & MOD approvals, and 3. Excludes the period for security clearance of the company.</p>	The contract period starts from date of issue of work order to the contractor. The contract period includes the fish breeding season and time required for obtaining other clearances and approvals by the contractor.
261	Time of Completion, Compensation for Delay to Contractor's Negligence	3.7.2	74	<p>The Contractor shall complete the whole of the work within the Time for Completion for the Works or Section (as the case may be): (a) completing all work, which is stated in the Contract as being required for the works or Section to be considered to be completed for the purposes of taking over. (b) Time period for completion of work shall be 10 months from the date commencement of the dredging work.</p>	<p>During the pre-bid meeting held on 12/01/2026, we understood that the channel should be handed over to DP World at the end of 10th month. However, this condition is not mentioned in the tender document.</p> <p>Could you kindly confirm and, if applicable, amend the tender document to reflect this condition? Additionally, we request more details regarding:</p> <p>1.The process and timeline for taking over and handing over of the dredge area. 2.Any specific obligations or milestones associated with these activities.</p> <p>Your clarification will help us align our proposal with the project requirements.</p>	Bid condition prevails

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262		3.4.6		Services to be provided by the Contractor to the Employer's Personnel and other contractors may include the use of Contractor's Equipment.		Bid condition prevails
263		3.10.11		If remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works have not been removed within 28 days after the Contractor receives a copy of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items.	As the authority may be aware, dredging vessels area a sizable and highly valuable asset of any dredging contractor. The financing and insurance arrangements entered into in relation to a dredging vessel do not allow its owner or operator to enter into any agreements or commitments permitting the use and/or sale of the dredging vessel by third parties, including the owner or operator's clients. Entering into such agreements and/or commitments presents a substantial risk which we as dredging contractor are not able or permitted to assume. Therefore, in view of the above we sincerely request the authority to kindly consider removing or suitably modifying the provisions in question, and confirm that, should the tender be awarded to us and the contract for the project be entered into between ourselves, the contractor's equipment shall remain in the possession and under the control of the contractor at all times.	Bid condition prevails
264		3.14.2		After termination, the Employer may complete the Works and/or arrange for an other entities to do so. The Employer and these entities may then use any Goods (including Contractor's Equipment), Contractor's Documents and other design documents made on behalf of the Contractor.		Bid condition prevails
265	Section 1, NOTICE INVITING TENDER		Minimum Eligibility Page Number 06 of 231	One similar dredging work of value not less than Rs. 248,06, 73,160.00/- (excluding GST/VAT) or involving dredging quantity not less than 1,11,74,204 Cum. Note: I. Similar dredging works refer to the successful completion or substantial completion of dredging and disposal of the dredged material at offshore location using appropriate dredging / transportation / dumping equipment.	One similar dredging work of value not less than Rs. 248,06,73,160.00/- (excluding GST/VAT) or involving dredging quantity not less than 1,11,74,204 Cum. Note: I. Similar dredging works refer to the successful completion or substantial completion of dredging and/or dredging with reclamation and disposal of the dredged material and/or reclamation of dredged material at onshore/offshore location using appropriate dredging/ transportation / dumping equipment.	Bid condition prevails
266	Tender Drawings		Bathymetric	Drawing	Kindly provide the Bathymetry drawings/data in soft copy (autocad) for detailed bid evaluation and planning.	The pdf file of the recent bathymetry is attached in Attachment #2. (Note: For Autocad file kindly contact on email id xen.hnd@deendayalport.gov.in & dredgingdpt@gmail.com)
267	Tender Drawings		Date Extension	General	In view of the magnitude and technical complexity of the work, bidders kindly request the Employer to extend the tender submission deadline by 21 days, i.e., up to 20th February 2026, to enable submission of a competitive and responsive bid.	Bid condition prevails
268	Tender Drawings		Drawings Layout	Sr. No_ 3898 Drawing	Kindly provide the soft copy (Auto Cad File) of Drawing Sr. No_ 3898 for detailed review and bid preparation.	The pdf file of the recent bathymetry is attached in Attachment #2. (Note: For Autocad file kindly contact on email id xen.hnd@deendayalport.gov.in & dredgingdpt@gmail.com)