

Kolkata Port Trust
HALDIA DOCK COMPLEX
Corrigenda & Addenda

No. I & CF / IZ & R / T / 279 / 998

Dated: 20.12.2018

SUB : E-TENDER FOR CONSTRUCTION OF LIQUID CARGO HANDLING JETTY(OUTER TERMINAL-II) NEAR 2ND OIL JETTY ON THE RIVER HOOGHLY AT HALDIA DOCK COMPLEX, KOLKATA PORT TRUST (JETTY STRUCTURE INCLUDING ESCAPE ROUTE)

REF. E-TENDER NO.: KoPT/Haldia Dock Complex/I&CF Div/99/18-19/ET/328

N.I.T. NO. - I & CF / IZ & R / T / 279 / 566 dated 05.12.2018

Sl. No.	Page No. & Clause	Original terms as per tender document	Revised terms to be read as
1	Pg. No. IB-1, Cl. No. 2.1 (7 th Para)	Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by RTGS / NEFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized/ scheduled bank, having branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen BG Format (EMD) is given below as Annexure-H. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the aforesaid Bank A/C may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank. In such case, the ORIGINAL bank Guarantee may be treated as non responsive	Alternatively, an amount of INR 10.0 Lakh (Rupees ten lakh) shall be paid by RTGS / NEFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized/ scheduled bank, having branch at Kolkata. In the event of issuing Bank Guarantee by any branch outside Kolkata, any Kolkata Branch of such Bank shall confirm the same and stand by for all the commitments under the Bank Guarantee. In all cases, any dispute regarding such Bank Guarantee will be adjudicated under the jurisdiction of The Calcutta High Court. Specimen BG Format (EMD) is given below as Annexure-H. The Bank Guarantee shall remain valid for a period of 180 days from the scheduled date of opening of Part-I of the bid with a further claim period of one month otherwise their offer will be summarily rejected. For the issuance of EM BG, the bank A/C, i.e, United Bank of India, Haldia Dock Complex Branch; A/C No.: 1604050000310; IFS Code: UTBI0HDCF75 may be considered as the beneficiary bank, to enable confirmation of issuance of the Bank Guarantee directly to the beneficiary bank. In such case, the ORIGINAL bank Guarantee may be treated as non responsive.
2	Cl. 23.0 of Pg [SC-10]	If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.	If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. All necessary arrangements for the distribution at site will have to be made by the Contractor at his own cost as approved by the Trustees' Plant and Equipment Division.

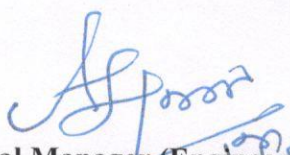


Sl. No.	Page No. & Clause	Original terms as per tender document	Revised terms to be read as
		<p>Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEB as prevalent amended from time to time along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power at his own cost during such periods.</p>	<p>Charges for consumption of power shall be periodically recovered from the Contractor's Bill at the rates of WBSEDCL as prevalent/ amended from time to time for Haldia region along with departmental overhead of 19.25% including installation and hire charges for meters. The Trustees do not guarantee uninterrupted power supply from the above sources and Contractor shall not be compensated for any delay in providing / irregularity of power supply. The Contractor shall have to arrange for the supply of power from nearest source as per IER at his own cost.</p>
3.	[TS-20]	<p>26.1 Static Load Test. In order to determine the load carrying capacity of the piles, static load test shall be carried out by the Contractor as per IS: 2911 (Part IV)-1985 countersigned by the Engineer-in-Charge.</p> <p>26.2 Lateral Load Test (Provisional) The test may be carried out by introducing a hydraulic jack with gauge between two piles The data shall also be presented by curves drawn between load displacements and displacement time and safe load shall be indicated on the graphs</p>	<p>26.1 Static Load Test. In order to determine the load carrying capacity of the piles, static load test shall be carried out by the Contractor as per IS: 2911 (Part IV)-1985 countersigned by the Engineer-in-Charge.</p> <p>26.1 (a) Dynamic load test In order to determine the load carrying capacity of the piles, High Strain Dynamic Load Test shall be carried out by the Contractor as per ASTM D4945 of 1989 on isolated piles selected by the Engineer-in-Charge. Bearing capacity of piles shall be assessed by applying a dynamic load to the pile head while recording acceleration and strain on the pile head. Piles to be tested should be cast-in-place at least 28 days before loading, unless otherwise directed by the Engineer-in-Charge.</p> <p>The pile head shall be chipped off carefully till sound concrete is met. Before any load test is made, the proposed arrangement of the test set up shall have to be approved by the Engineer-in-Charge. All responsibilities for conducting the test safely and properly shall lie with the contractor.</p> <p>26.2 Lateral Load Test (Provisional) The test may be carried out by introducing a hydraulic jack with gauge between two piles The data shall also be presented by curves drawn between load displacements and displacement time and safe load shall be indicated on the graphs</p>



Sl. No.	Page No. & Clause	Original terms as per tender document	Revised terms to be read as
4	Volume- II/ Tender Particulars/ Date & Time for pre-bid meeting & site visit	Pre-bid meeting on 17.12.2018 at 12.00 HRS at the office of Manager (I&CF) at Chiranjibpur Operational Building, 2nd Floor, Chiranjibpur, HDC	Pre-bid meeting on 17.12.2018 at 12.00 HRS at the office of General Manager (Engineering), HDC, at Jawahar Tower followed by site visit.
5	Heading of "Summary of Quoted Amounts" on the page after Pg. No. [BOQ-21]	Name of Work: Construction of a liquid cargo terminal (Outer Terminal-II) North of lock entrance at Haldia Dock Complex	Name of Work: Construction of Liquid Cargo Handling Jetty (Outer Terminal-II) near 2nd Oil Jetty on the river Hooghly at Haldia Dock Complex, Kolkata Port Trust (Jetty Structure including Escape Route).

Bidders are requested to submit this 'Corrigenda & Addenda' duly signed under office seal along with their Techno-Commercial i.e. Cover-I offer as an acknowledgement and acceptance.


 General Manager (Engineering)
 Haldia Dock Complex,
 Kolkata Port Trust

REPLY TO PRE-BID QUERIES

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
1	Cl. No. 9, Drawings; Pg.No - SC-6	<p>The referred clause reads as follows;</p> <p>Tender drawings are for providing an indication of the nature and extent of the work and are tentative. The actual work will have to be executed without any reservations at accepted rates as per final detailed drawings, which would be made available by the Engineer at an appropriate time. The Engineer can modify the drawings at any time during of the contract for successful completion of the work. Working drawings as and when necessary, shall be provided by the Contractor and got approved by the Engineer.</p>	<p>The Bidder requests to add the following NEW paragraph at the end of referred clause:</p> <p>The Employer shall issue Good for Construction Drawings (GFC) to the Contractor as and when required in line with the construction schedule submitted by the Contractor and approved by the Employer. If the Contractor suffers delay and incurs cost as a result of delay in issuance of drawings and/or instructions by the Employer then the Contractor shall entitle</p> <p>a) any extension of time and b) the amount of such costs, which shall be added to the Contract Price.</p>	Clause no. 9 of SC-6 shall prevail
2	Cl. No. 15, Contractor's Site Office, Store Sheds Etc., Pg. No - SC-7	<p>The referred clause reads as follows;</p> <p>On an application from the Contractor, land near to the site of work will be allotted by the Trustees for the construction of Site Office, Store etc. For such allotment a rent of Rs.10.00 per annum or part thereof will be recovered from Contractor's bill. The Contractor shall hand over vacant possession of the land free from all encumbrances within two months from actual date of completion of work (as stated in G.C.-I). ... use.</p>	<p>The Bidder requests to confirm the area requirement proposed for Contractor's Temporary Site Establishment as per below:</p> <p>Upon award of the Contract, the Employer shall provide an encumbrance free area: (a) for contractor's site establishment -40,000 sq.m and (b) for setting up of his labour camp -6000 sq.m at no cost to the Contractor.</p> <p>Also, the bidder requests to provide the layout of proposed area for contractor's site establishment.</p>	Clause no. 15 of SC-7 shall prevail. Bidders are advised to visit the site before quoting.

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
3	Cl. No. 23 & 24, Pg No. SC-10	<p>The referred clause reads as follows;</p> <p>23.0 POWER SUPPLY: If available and if required, suitable power supply may be arranged by the Trustees at the nearest existing supply point of the site of work on receipt of request letter from the Contractor to that effect. ... Division.</p> <p>24.0 WATER: The Contractor will arrange for ... cost. For supply of water by Trustees to the Contractor, an amount equivalent to 1% (one percent) of the gross bill value shall be progressively recovered from the running bill including final bill as applicable.</p>	<p>The Bidder requests to provide the applicable tariff per unit consumption of power and water supply connection to be provided by KoPT.</p>	<p>The rate of WBSEDCL as prevalent/ amended from time to time for Haldia region along with departmental overhead of 19.25% including installation and hire charges for meters. The Contractor shall have to arrange for the supply of power from nearest source as per IER at his own cost. Necessary correction will be made in the corrigenda. For water, Cl. 24 of SC-10 & SC-11 will prevail.</p>

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SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
4	Cl. No. 26.1(b), On Account Payment; Pg. No - SC- 11	<p>The referred clause reads as follows;</p> <p>which he considers due and payable in respect there of after adjustment of all advances, if any, as per terms of Contract, charges against electricity, water supplied from KoPT sources etc. as applicable and will send it to General Manager (Finance), Haldia Dock Complex for payment to the Contractor.</p> <p>Payments to the Contractor for works done and measured in terms of the provisions of clause shall normally be made at monthly intervals provided the value of works done since the previous payment is not less than 3% of the Sanctioned Tender Value (except 1st R/A bill & final bill, which may be of any amount). No interest shall be payable on unpaid amounts due to the Contractor.</p>	<p>The Bidder requests to add the following NEW Para at the end of referred clause:</p> <p>The Contractor shall submit the running bills on monthly basis and 75% of the interim payment shall be released within 7 days from the date of submission to the Engineer-in-charge and balance 25% shall be paid within 21 days from the date of submission. In the event any delay in release of payment shall entitle the contractor for interest @ SBI Base Rate +2% from due date to actual date of payment.</p>	Clause 26.1 of SC-11 shall prevail.
5	Cl. No. 26.2, Final Payment; Pg.No - SC- 11	<p>The referred clause reads as follows;</p> <p>The contractor's final bill shall be passed for payment within three months after the issue of Taking over certificate by the Engineer provided the contractor has fully complied with the requirements under the contract. ... on this account.</p>	<p>The Bidder requests for modification of the referred provision as follows:</p> <p>The contractor's final bill shall be passed for payment within three months one month after the issue of Taking over certificate by the Engineer provided the contractor has fully complied with the requirements under the contract ... on this account.</p> <p>Please Confirm.</p>	Clause 26.2 of SC-11 shall prevail.

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
6	Cl. No. 29 (3), Variation in Contract Price; Pg. No - SC- 12	The referred clause reads as follows; The base Date for working out such variation shall be the last date on which tenders were stipulated to be received including any extension of time.	The Bidder requests for modification of the referred clause as follows: The base Date for working out such variation shall be the date 28 days prior to the last date on which tenders were stipulated to be received including any extension of time. Please Confirm.	Sl. No. 3 of Clause 29.0 of SC-12 shall prevail.
7	Cl. No. 32, Permit; Pg. No - SC- 16	The referred clause reads as follows; <i>Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued on chargeable basis by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer. ... the contractor.</i>	The Bidder requests for modification of the referred provision as follows: <i>Entry Permits may be necessary for the workmen and for the movement of transport vehicles for this work. In the interest of work, necessary entry Permits will be issued on chargeable basis free issue basis by the Trustee's for the workmen, vehicles /lorries/trucks etc. for entering into the Dock area for execution of work / testing of materials at the departmental laboratory, against application as per prescribed proforma by the contractor, after the same is examined and approved by the Engineer..... the contractor.</i> Please Confirm.	Clause 32.0 of SC-16 shall prevail.

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SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
8	Cl. No. 37, Provisions for Site Staff of Engineer; Pg. No - SC- 18	The referred clause reads as follows; (a) Office Facilities :- Throughout the period of Contract, office accommodation at site for two rooms with electricity and water supply and adequate ventilation for the sole use of Engineer's Representative and his staff. The room shall be provided and maintained with suitable furniture, peon facility as directed by the Engineer. An independent toilet facility shall have to be provided solely for the use of the client.	The Bidder requests to provide the detailed requirement of Office Accommodation viz; Area of office, Qty of all types of Furniture's, Phone, Computer, Printer etc. in order to estimate the cost of the same.	Clause 38.0 of SC-18 shall prevail.
9	Cl. No. 3.4(b), The Tender/Offer and its Pre-Requisitions; Pg. No - GC- 7 Cl. No :- 3.4(f), Pg. No - GC- 7	The referred clause reads as follows; Earnest Money shall be deposited with the Trustees' treasurer in cash or by Banker's Cheque of any Calcutta Branch of a Nationalized Bank of India drawn in favour of Calcutta Port Trust or in the form of any "Account Payee" Draft of any Nationalized Bank of India drawn in favour of "Calcutta Port Trust" and payable at Calcutta/Haldia, as the case may be, and the receipt granted therefor be kept attached to the Tender/Offer in the Sealed Cover. The Earnest Money of accepted tender/offer shall be retained by the Trustees as part of the Security Deposit, for which a separate Treasury Receipt shall be issued to the Contractor after cancellation of the previous Receipt of Earnest Money.	As per standard industrial practice, the Bidder requests to allow them to submit the EMD in the form of Bank Guarantee. Such Bank Guarantee shall be released within 7 days after opening of Price Bid. Please Confirm.	Provision of payment of EMD as per tender Cl. No. 2.1 of IB-1 shall prevail. In this respect, addendum will be issued seperately with benefeciary bank details.

2

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
10	Cl. No. 4.3, The Contract & General Obligations of Contractor; Pg. No - GC- 9	The referred clause reads as follows: Several Documents forming the contract are to be taken as mutually explanatory of one another. Should there be any discrepancy, ambiguity, omission or error in the various contract Documents, the Engineer shall have the power to correct the same and his decision shall be final and binding on the parties to the Contract.	To avoid any dispute during the execution of the Contract, the priority of the documents shall be mutually agreed and incorporated in the Contract Agreement. Please Confirm.	Clause 4.3 of GC-9 shall prevail.
11	Cl. No. 5.11.1, Commencement, Execution and Completion of Work; Pg. No - GC- 17	The referred clause reads as follows; If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.	The Bidder requests for modification of the referred provision as follows: If at any time before or after commencement of the work the Trustees do not require the whole of the work tendered for the Engineer shall notify the same to the contractor in writing and the contractor shall stop further works in compliance of the same. The Contractor shall not be entitled to any claim for compensation for underived profit or for such premature stoppage of work or on account of curtailment of the originally intended work by reason of alteration made by the Engineer in the original specifications, drawings, designs and instructions.	Cl. No. 5.11 of GC-17 shall prevail.

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
12	Cl. No :- 7.4, Variation and its Valuation; Pg. No - GC-21	The referred clause reads as follows; Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities ... clause.	The referred clause reads as follows; Provided always that written order of the Engineer shall not be required for increase or decrease in the quantity of any work upto 15% where such increase or decrease is not the result of any variation order given under this clause but is the result of the quantities exceeding or being less than those stated in the bill of quantities ... clause.	Cl. No. 7.4 of GC-21 shall prevail.

82

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
13	Cl. No. 7.5 (c), Variation and its Valuation; Pg. No - GC-21	<p>The referred clause reads as follows;</p> <p><i>All extra, additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the Engineer, the same shall be applicable. If the contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, then the Engineer may decide the suitable rates on the basis of Schedule of Rates (including surcharge in force at the time of acceptance of tender), if any, adopted by the Trustees with due regard to the accepted contractual percentage, if any thereon. In all other cases the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.</i></p>	<p>All variations of the Works shall be valued in the manner provided by this Clause and the value thereof shall be added to or deducted from the contract Price as per below evaluation.</p> <p>For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work. However, a new rate or price shall be appropriate for an item of work if:</p> <p>(a) (i) the measured quantity of the item is changed by more than 10% from the quantity of this item in the Bill of Quantities or other Schedule.</p> <p>(ii) this change in quantity multiplied by such specified rate for this item exceeds 0.01% of the Accepted Contract Price.</p> <p>(iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and</p> <p>(iv) this item is not specified in the Contract as a fixed rate item</p> <p>or</p> <p>(b) (i) the work is instructed under Clause 7.2</p> <p>(ii) no rate or price is specified in the Contract for this item, and</p> <p>(iii) no specified rate or price is appropriate because the item of work is not of similar character or is not executed under similar conditions.</p> <p>Each new rate or price shall be derived from any relevant rates and prices.</p> <p>Until such time as an appropriate rate or price</p>	Cl. No. 7.5 of GC-21 shall prevail.

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
14	Cl. No. 8.2(a), Delay / Extension of Completion Time Liquidated Damage / Termination of Contract; Pg. No - GC- 22	The referred clause reads as follows; If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) of the total value of work (contract price) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% of the said value of work. ... binding.	The Bidder requests for modification of the referred clause as follows: If the Contractor fails to complete the work within the stipulated dates or such extension thereof as communicated by the Engineer in writing, the Contractor shall pay as compensation (Liquidated Damage) to the Trustees and not as a penalty, ½% (half percent) 1/4% (One fourth percent) of the total value of work (contract piece) as mentioned in the letter of acceptance of the tender/offer, for every week or part thereof the work remains unfinished. Provided always that the amount of such compensation shall not exceed 10% 5% of the said value of work. ... binding.	Cl. No. 8.2(a) of GC-22 shall prevail.
15	General	Format for Advance Payment Guarantee	The Bidder requests to provide the format for Advance Payment Guarantee.	The request cannot be acceded to.
16	General	Site Handover	The Bidder requests to handover the entire area upon award of the Contract to avoid idling and under utilization of Contractor's Plant and Resources mobilized for the works. In the event any delay in handing over of whole or any part of the site shall entitle the Contractor to payment of additional cost that incurred by the Contractor together with extension of time for completion of the work equivalent to the delay period. Please Confirm	Cl. No. 6 of SC-2 shall prevail.

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
17	General	Add New Clause – Substantial Divergence	<p>In View of nature of the project, the bidder requests for incorporation of the referred clause as per below</p> <p>In the event the soil and sub-surface conditions actually encountered at Site be substantially different from those provided in the Tender Documents including tender data, background information etc., and the Contractor has incurred additional cost thereof, the Contract Price shall be adjusted accordingly with such amount of additional cost.</p>	Substantial difference in the soil & sub-surface conditions is not expected to happen. So this request is not acceded to.
18	General	Add New Clause – Advance Payment	<p>As per standard industrial practice, the Bidder requests for incorporation of provision for Payment of Interest free Advances</p> <p>(i) Mobilization Advance @10% of the Contract Price against Bank Guarantee, and recovery shall be made on prorate basis between 20% to 85% of progressive payment received by the Contractor.</p> <p>(ii) Advance towards Contractor's plant & equipment's @5% of the Contract Price, and recovery shall be made on prorate basis between 20% to 85% of progressive payment received by the Contractor.</p> <p>Please Confirm.</p>	The request for advance payment cannot be acceded to.

2

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
19	General	Add New Clause – Suspension of Work by Contractor	<p>The Bidder requests for incorporation of the following under tender conditions:</p> <p>If the Employer fails to release payment within 21 days from the due date for payment, the Contractor shall suspend the work unless and until the Contractor has received the Payment.</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 Clause, the Contractor 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>	Cl. No. 26 of SC-11 shall prevail

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
20	General	Add New Clause – Termination of Work by Contractor	<p>The Bidder requests for incorporation of the following clause under tender documents:</p> <p><i>The Contractor shall be entitled to terminate the Contract if:</i></p> <p><i>i) the Contractor does not receive the amount due within 42 days after the expiry of the time within which payment is to be made under payment terms of the Contract,</i></p> <p><i>ii) the Employer substantially fails to perform his obligations under the contract,</i></p> <p><i>iii) a prolonged suspension affects the whole of the works. In any of these events or circumstances, the contractor may terminate the Contract.</i></p> <p><i>After a notice of termination under this Clause has taken effect, the Employer shall promptly:</i></p> <p><i>(a) return the Performance Security to the Contractor,</i></p> <p><i>(b) pay the Contractor in accordance with Payment if contract terminated, and</i></p> <p><i>(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.</i></p>	Cl. No. 26 of SC-11 shall prevail.

2

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
21	General	Existing Services, Utility and Services,	<p>The Bidder requests the Employer to provide available drawings of existing utilities which is passing through the proposed project/site location.</p> <p>Also the bidder requests for incorporation of the following under tender documents</p> <p>In the event during execution of the work, the Contractor encounters any utilities below ground and it requires any diversion and/or protection from damage shall be done by the Contractor subject to following.</p> <p>1) any additional time required for undertaking such activity shall entitle the Contractor for extension of time for completion of work.</p> <p>2) any additional cost of protection/diversion shall be reimbursed by the Employer as per actual plus 20% basis.</p> <p>Please Confirm.</p>	Any such event is not likely to occur. If it occurs it will be treated accordingly.
22	General	Cement & Fly Ash	The Bidder requests to confirm, whether the contractor will be allowed to use OPC and Fly ash properly blended at site batching plant for any RCC works incl Piling.	The request for site blending cannot be acceded to.
23	General		The Bidder understands that the minimum cement content mentioned in the specification is inclusive of additions like Fly Ash, GGBS etc. and in such cases, water cement ratio represents water -binder ratio. Employer to Confirm pls.	This request cannot be acceded to.
24	General	Disposal - Debris	The Bidder requests to furnish the location for disposal of Debris arising out of demolition/dismantling etc.	Required location will be shown during execution.

2

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
25	General	Reinforcement Steel	Bidder understands that reinforcement Steel can be used from all producers like M/s SAIL, RINL, TISCO, JSW, JSSPL, SHYAM, SRMB, CAPTAIN etc. and Grade of Rebar steel is normal HYSD Fe 500-IS1786. Please confirm.	Cl. 9.1 of TS-4 and relevant items of BOQ shall prevail
26	General	Port Charges	<p>The Bidder requests for incorporation of the following under tender conditions:</p> <p>a) Port entry pass for Contractor's staff, labour / workmen, vehicles etc. will be issued on monthly pass basis at free of cost.</p> <p>b) No charges for Port/KMB/Other shall be applicable on entry/berthing/anchoring of Contractor's Marine Equipment's, Floating crafts, Vessels etc. In the event such is applicable, the cost of the same shall be reimbursed by the Employer at actual.</p> <p>c) All entry passes should be arranged / issued without any delay on submission of application by the Contractor.</p>	Cl. No. 32 os SC-16 shall prevail
27	General	Rebar- BOQ Certification for payment	The bidder understands that the Lap, Chair, spacer bars, lifting hook, etc. as required for the work shall be actually measured and paid for. Kindly confirm.	Authorised laps, chairs, spacer bars, lifting hooks etc. provided shall be paid as per relevant codal provision
28	General	Extension of Time for Bid Submission and Pre-Bid Queries	The Bidder requests the Employer to extend the bid submission due date by 2 weeks from 13.02.2017. Also, the bidder requests for allowing the bidder to submit further pre-bid queries during such extended period. Please Confirm .	No extension of time for bid submission is envisaged.
29	Cl no 36 , Pg No SC 17	Third Party Inspection	The bidder understands that for imported items (if any), the third party inspection shall be limited to review of documentations only. Please Confirm.	Cl. 36.0 of SC-17 shall prevail

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
30	Cl no 2.4 , Pg No TS 13 , Section II	Removal of Forms	The bidder understands that the provisions as per IS 456 will govern. Please Confirm.	In addition to Cl.2.4 of TS-13, relevant latest IS codes shall be followed
31	SOT g(i) and ITB, Cl. 2.1	Earnest Money Deposit	As per SOT g (i) Mode of Payment of EMD of amount Rs 87,37,100/- is by using Axis Bank payment Gateway only, However as per ITB, Cl 2.1, EMD may be submitted by alternative method, i.e, Rs 10.0 Lakh (Rupees ten lakh) may be paid by RTGS/ NEFT and the balance amount may be submitted in the form of a Bank Guarantee issued by any Indian nationalized/ scheduled bank, having branch at Kolkata. Please confirm which one is correct.	Provision of payment of EMD as per tender Cl. No. 2.1 of IB-1 shall prevail. In this respect, addendum will be issued seperately with benefeciary bank details.
32	Annexure-G	Tender Drawing	Bidder requests Employer to provide all drawings in Auto CAD format. Why the drawings provided in the document are mentioned as draft? Bidder requests Employer to clarify whether those drawings can be considered for preparing their cost estimate. The Pile founding Levels and Levels (RL) shown for the Dolphins/ Approach/ Platform are fixed? Plese confirm.	The request for providing the drawings in autocad format cannot be acceded to. The drawings given in the Annexure-G can be considered for preparing the cost estimate. The Pile founding Levels and Levels (RL) shown for the Dolphins/ Approach/ Platform are fixed.

SL. NO.	TENDER CLAUSE NO.	EXISTING PROVISION	QUERIES RAISED BY THE BIDDERS	HDC'S REPLY
33	Cl. 26.1, Pg- TS 20	Pile Load Testing Method	In the tender items of BOQ under Section-A item No. 15, Section-C Item no. 16 and Section-D Item no. 5, "Conducting High Strain Dynamic Test on.... Pile as per standard practices (ASTMD\$(\$% of 1989)... complete and as directed by the EIC. The payment for concreting and reinforcement shall be made under the respective items." Whereas in detail specification under TS-20 (P-61) 26.1 Static Load Test "In order to determine the load carrying capacity of the piles, static load test shall be carried out by the Contractor as per IS: 2911 (Part IV)-1985 on isolated piles selected by the Engineer-in-Charge. Piles to be tested should be cast-in-place at least 28 days before loading, unless otherwise directed by the Engineer-in-Charge."" Clarification for above difference is required to arrive at appropriate quote please.	The item given in BOQ shall prevail. Addendum for procedure of dynamic load test is being issued seperately.


 General Manager (Engineering)
 Haldia Dock Complex
 Kolkata Port Trust