CORRIGENDUM-IV

<u>Ref.</u> Tender Notice No.: **SMPK/KDS/CIV/T/2593/31 Dt.20.07.21**

Name of Work: Nourishment of Spur Nos.130,131,136,137,138 & 139 at Nischintapur area (Nischintapur Bank) at Kulpi Reach, 24 Parganas (South)...

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

- i) Authority's Reply to query of bidders (enclosed herewith).
- ii) Detailed drawings of the spurs (enclosed herewith) which will form part of the Tender document.
- iii) Bid security declaration form- Annexure D2(enclosed herewith).
- iv) The following changes of submission & opening dates are made:

Page Ref.	In place of	To be read as
4,10,11,48,49, Corrigendum- I & wherever applicable.	Last date of Submission :09.09.21 (Up to 3:00 P.M.)	Last date of Submission :21.09.21 (Up to 3:00 P.M.)
Do	Date of Opening: 10.09.21 (After 3:00 P.M.)	Date of Opening: 22.09.21 (After 3:00 P.M.)

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

Superintending Engineer(Contract Cell) For मुख्य अभियंता / Chief Engineer

SI. No	Relevant Clause in Tender document	Queries of Bidders	Response of Authority
1.	Method of Measurement (Pg. 25, Cl. 35) Before handing over the site to the contractor for commencement of the work, a survey will be conducted jointly by the SMP officers and contractor's representative. For payment of the work executed, actual quantity of different items of work will be measured jointly by SMP officers and the representative of the contractor on board barges and recorded. However same will be checked with the corresponding volume achieved after dumping the materials in the spur body, obtained from the post and pre level survey charts. Payment will be made on the basis of actual volume achieved from the survey charts, conducted jointly by SMP and contractor's representative and the quantity/volume of materials measured on board, whichever is less. Hydrographic survey will be done frequently to ascertain the nature of filling of scour holes with respect to corresponding dumping at the specified locations. In this context, the contractor should keep in mind that dumping of any material outside the specified profile of spur body will not be considered for payment. However, decision of the Engineer will be final for any payment and binding on the contractor. Final clearance in regard to completion of the work of the respective spur will be given as per the records of hydrographic survey to be carried out by SMP,Kolkata.	Method of Measurement (Pg. 25, Cl. 35) Adoption of actual measurement at work site to derive quantity/volume by joint measurement by the Engineers of KoPT & representatives of contractor in lieu of Pre & Post work level measurement. Payment will be made accordingly on the basis of derived quantity from actual measurement.	Cl. 35 of Pg. 25 should be read as follows: Before handing over the site to the contractor for commencement of the work, a survey will be conducted jointly by the SMP officers and contractor's representative. For payment of the work executed, actual quantity of different items of work will be measured jointly by SMP officers and the representative of the contractor on board barges or at work site & recorded. Hydrographic survey will be done frequently to ascertain the nature of filling of scour holes with respect to corresponding dumping at the specified locations as directed by the Engineer-in-Charge. In this context, the contractor should keep in mind that dumping of any material outside the specified profile of spur body will not be considered for payment. However, decision of the Engineer will be final for any payment and binding on the contractor. Final clearance in regard to completion of the work of the respective spur will be given if the desired profile or hydraulic objective of the spur is achieved.
2.	Escalation / Variations of Prices , (Pg 26, Cl. 37) No Escalation / Variation on the prices on any account will be considered for adjustment / payment.	Escalation / Variations of Prices (Page-26,cl. 37) Incorporation of Escalation Cl. As per standard good industry practice because the price of constructional materials are on the sharp rising nature.	Cl. 37 of Pg. 26 should be read as follows: Escalation of price of labour & POL will be payable on following conditions — 1) Escalation will be payable upto scheduled date of completion as mutually agreed upon in contract. 2) In the event of work being delayed from scheduled time of completion, escalation for extended period will be payable only, if it is established that delay is not attributable to contractor.

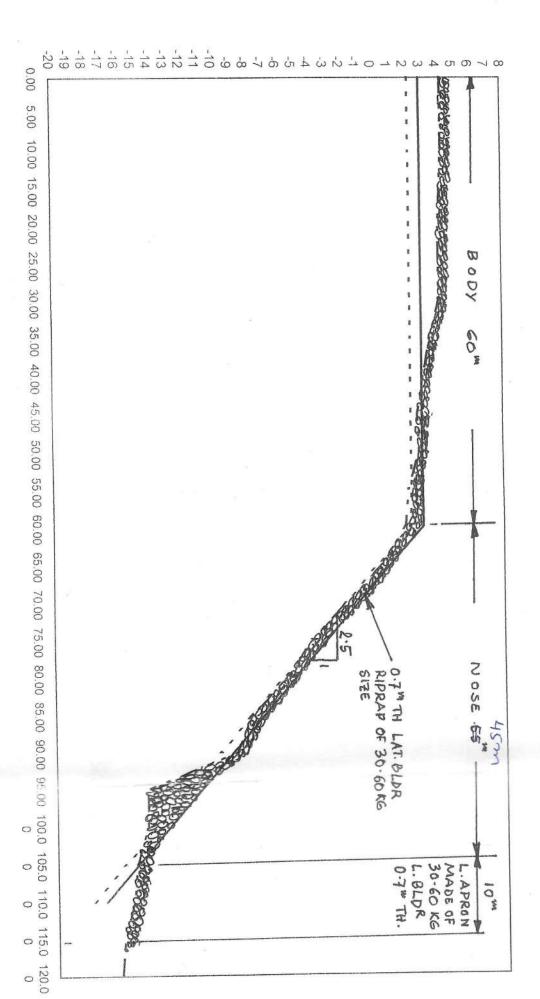
		In the subject tender, under Special Conditions of Contract Section 37 Escalation/Variation on Prices, it has been specified that no Escalation/Variation on the prices on any account will be considered for adjustment/ payment. In the last 1-year diesel prices in West Bengal has shot from Rs. 74.00 per litre to Rs. 93.00 per litre. Fuel plays an important part in marine projects like this and is an equally important component in all materials which would be required for this project. Although the completion period is 9 months but still considering the Escalation Clause in the tender will help us to provide competitive rates or else, we would have to incorporate the inflation factor in our rates which would impact the overall quoted rate of the tender, thereby making a huge difference. Moreover, the same work was executed in the past too, in 2008 and the completion was 8 months, but there was a provision for Escalation on the tender. Hence, we request your good self to kindly allow escalation on labour and fuel in the tender.	3) The Set of formula given below will form basis for calculating the quantum of escalation, subject to the limit stipulated in item (2) above. 4) Escalation will be payable as per escalation formula stipulated herewith as decided by Engineer. Escalation Formula: A. Labour Escalation — EL = 0.8VX 30/100 X[(L-L0)/L0] Where — L0 = minimum wage for unskilled labour as declared by Central Govt./ state govt.(whichever is higher) on last date of submission of tendering. L= average minimum wages for period of construction V= gross value of work done during period under construction. EL= quantum of escalation payable on labour. B. Escalation of POL EP= 0.8V X 5/100 X (P-P0)/P0 Where — P0= Price of diesel as announced by IOL on last date of submission of tendering. P= Average price of diesel for period under construction. V= gross value of work done during the period EP = quantum of escalation payable on POL a/c. N.B: Similar formula will be applicable in case of de-escalation also.
	TIME OF COMPLETION (P-20,Cl. 10) The work is urgent in nature and must be commenced immediately on receipt of the work order and to be	Completion Period/Time (P-20,Cl. 10) As climatic condition may hit progress of work, request to amend time of completion	As per Tender.
3.	completed in all respects within Nine(9)months including preliminary time from the date of placement of work order.	atleast 12 months instead of 9 months. Time of Completion appeared to be inadequate in consideration to volume of work, vis a vis availability of suitable tides during construction period.	
4.	Bill of Quantities		

1	Item no. 10, of BoQ, pg 54:	From market review it appears suppliers of	As nor Tondor
	пентно. 10, от вод, ру 54 :	From market review it appears suppliers of Woven Jute Geo textile will not be able to	As per Tender.
	Supplying testing and installation of 100cm wide woven jute	supply material in a nominal quantity , in this	
	geo-textiles (JGT) 627 gm/Sqm with treatment possessing	case which is only 1760.00 sqm. Suitable	
	tensile strength of 20 KN/M (+10%, -5% tolerance) with a	item which is available in market may please	
	porometry range of 150-400 micron, JGT will be treated	be substituted.	
	with suitable eco-friendly additive. Jute fabric will be laid		
	with overlaps of 100mm cross-wise and 300mm	Quantity mentioned in BOQ as per Item no.	
	longitudinally duly secured to sub-grade by U-shaped m.s.	10 of Woven Jute Geo textile, (JGT) 627	
	staples (11 gauges)/round head country nail of 150mm	gm/Sqm. is 1760 sq.m.	
	length at an interval of 750mm as per direction of the	We approached the manufacturers regarding	
	Engineer-In-Charge.	the same, but they responded saying that	
	The rate is inclusive of all Govt. taxes, duties, cess as	they would be in a position to manufacture	
	leviable, transportation from a reputed Jute Mill at / near	& deliver only if the quantity is 40,000 sqm.	
	Kolkata to the work site upto 100 km, loading & unloading	or more . Instead we would suggest to	
	and storage of the material at site etc.	replace it with Jute Geo Textile Type-III(292	
	(Payment of this item will be made on the basis of finished	GSM) or else scrap this item as the value is	
	area of JGT)	pretty low.	
	(Payment of this item will be made on the basis of finished area of JGT)		
	On Account Payment (P-25, Cl. 36)	Payment for the Qty. of raw	As per Tender condition & BOQ.
	(* 20, 21, 20,	materials procured as per bill/road challan	, is positional as a sequence of the sequence
	On account payment to the Contractor shall be arranged as	for works to be consider/accepted as	
	and when required at the discretion of the Engineer on the	true/correct and reimbursed accordingly	
	basis of measurements of completed works at the quoted	please.	
	rates in the Bill of Quantities. The terms of payment shall be	please.	
	in accordance with Clause-6 of the General Conditions of		
	Contract. The Bills should be submitted by the contractor in		
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5.	quadruplicate to the Office of the respective Superintending		
	Engineer (RT) with necessary documents in original.		
	Subject to the availability and feasibility of system, SMPK may		
	make payment directly to the contractor's designated bank		
	account. For this purpose, the contractor will have to indicate		
	(i) name of bank (ii) branch name (iii) branch code and (iv)		
	designated account number in the "Abstract Form Of		
	Tender". In case payment is made directly through bank, the		I I

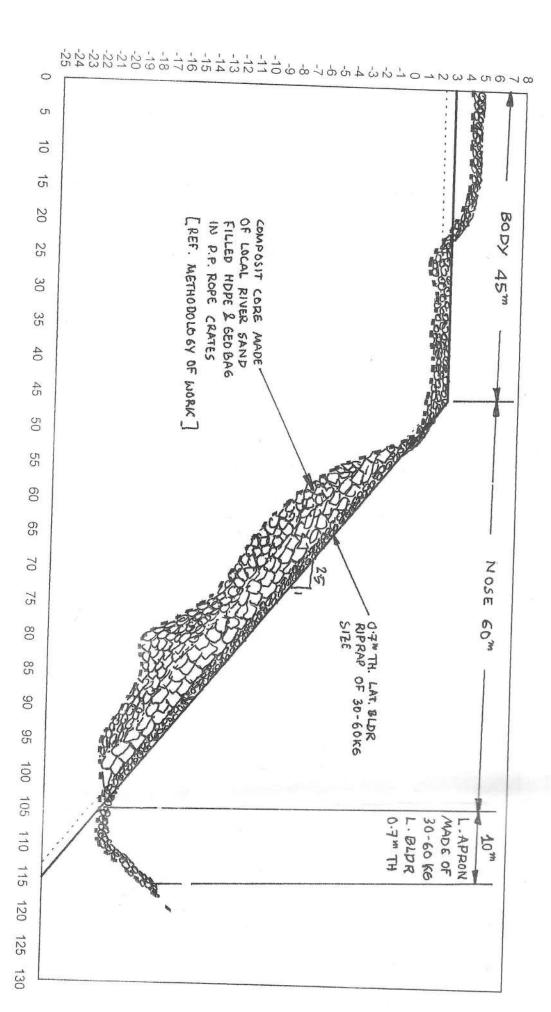
	contractor may be required to submit a pre-receipt as per		
	instruction of SMPK.		
	TAXES & DUTIES: - (P-27, Cl. 41)	Percentage of CGST & WPGST are not	As nor Tondor
	The prices quoted shall be including all statutory levies	Percentage of CGST & WBGST are not available in the tender document.	As per Tender. (P-27, Cl. 41)
	excluding GST, which shall be paid extra.		
	Supplier/service provider to confirm that the GST amount		
	charged in invoice is declared in its returns and payment of		
	taxes is also made.		
	The Supplier/ Service Provider agrees to comply with all		
	applicable GST laws, including GST acts, rules, regulations,		
	procedures, circulars & instructions thereunder applicable in		
	India from time to time and to ensure that such compliance		
	is done within the time prescribed under such laws.		
	Supplier/Service Provider should ensure accurate transaction		
	details, as required by GST laws, are timely uploaded in GSTN.		
6.	In case there is any mismatch between the details so		
0.	uploaded in GSTN by Supplier/ Service Provider and details		
	available with Syama Prasad Mookerjee Port,Kolkata, then		
	payments to Supplier/Service Provider to the extent of GST		
	relating to the invoices/s under mismatch may be retained		
	from due payments till such time Syama Prasad Mookerjee		
	Port,Kolkata is not sure that accurate tax amount is finally		
	reflected in the GSTN to SMPK's Account and is finally		
	available to Syama Prasad Mookerjee Port,Kolkata in terms		
	of GST laws and that the credit of GST so taken by Syama		
	Prasad Mookerjee Port, Kolkata is not required to be reversed		
	at a later date along with applicable interest. Syama Prasad		
	Mookerjee Port,Kolkata has the right to recover monetary		
	loss including interest and penalty suffered by it due to any		
	non-compliance of tax laws by the supplier/service provider.		
	Any loss of input tax credit to Syama Prasad Mookerjee		
	Port,Kolkata for the fault of supplier shall be recovered by		

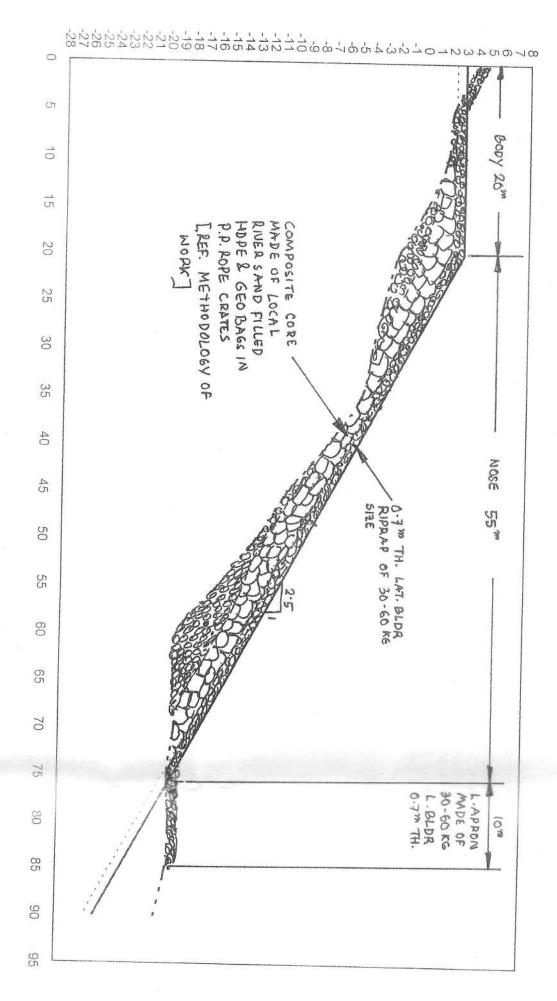
	Syama Prasad Mookerjee Port,Kolkata by way of adjustment		
	in the consideration payable. Supplementary invoices/Debit		
	note/credit note for price revisions to enable Syama Prasad		
	Mookerjee Port, Kolkata to claim tax benefit on the same shall		
	be issued by bidder for a particular year before September of		
	the Succeeding Financial Year. The purchase order/ work		
	order shall be void, if at any point of time bidder is found be		
	to a black listed dealer as per GSTN rating system and further		
	no payment shall be entertained.		
	<u>Drawings</u> :Page-38, cl.25	Detail drawings of the structure	Attached & uploaded in the Enivida Portal & SMPK website.
	Necessary drawings with this tender providing brief detail of		
7	the work. However, it must be noted that the drawings are		
/.	only indicative and the final position of the work will be		
	dictated by the Hydrographic surveys carried out on the spur		
	before and during progress of the work.		
	Bid security declaration in the prescribed format at	Annania D2/Did accounts	Associated Qualcoded in the
	Annexure- D2.	Annexure D2(Bid security declaration format)	Attached & uploaded in the Enivida Portal & SMPK website.
8.		deciaration formatj	LIIIVIUA FUITAI & SIVIFA WEDSITE.
	Page-14, 3.2(XVII) & Page-46, (XVII)		

Long Section of Spur 130



Long Section of Spur 131

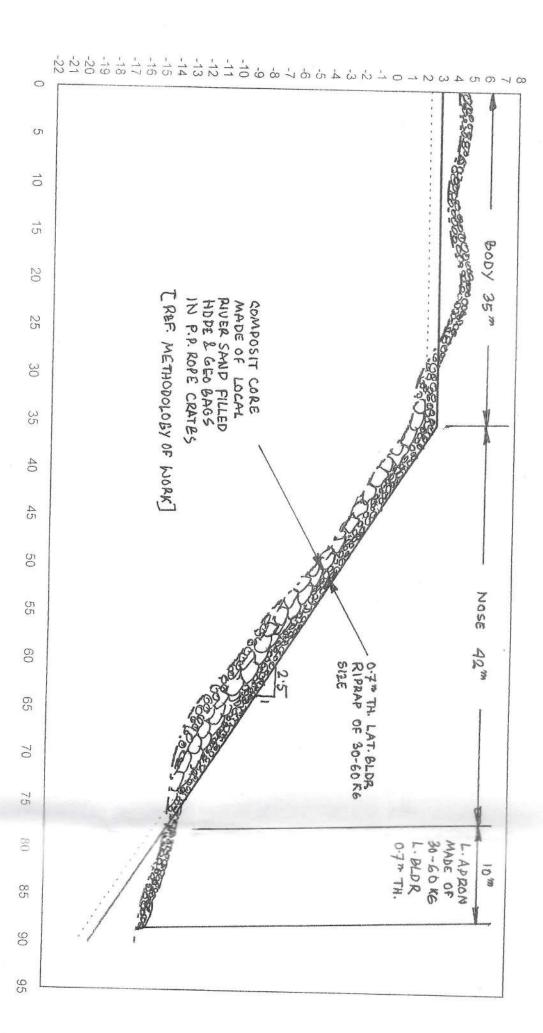




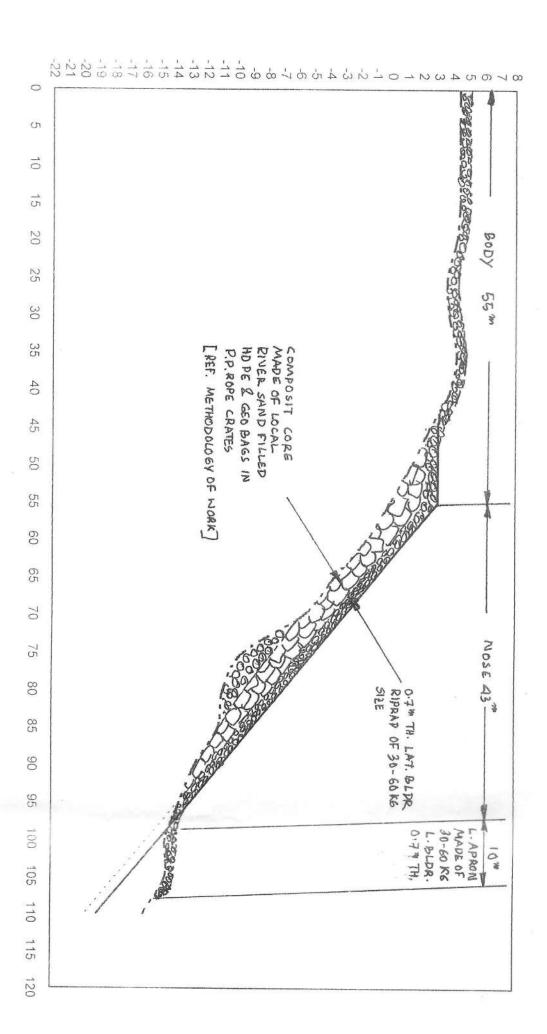
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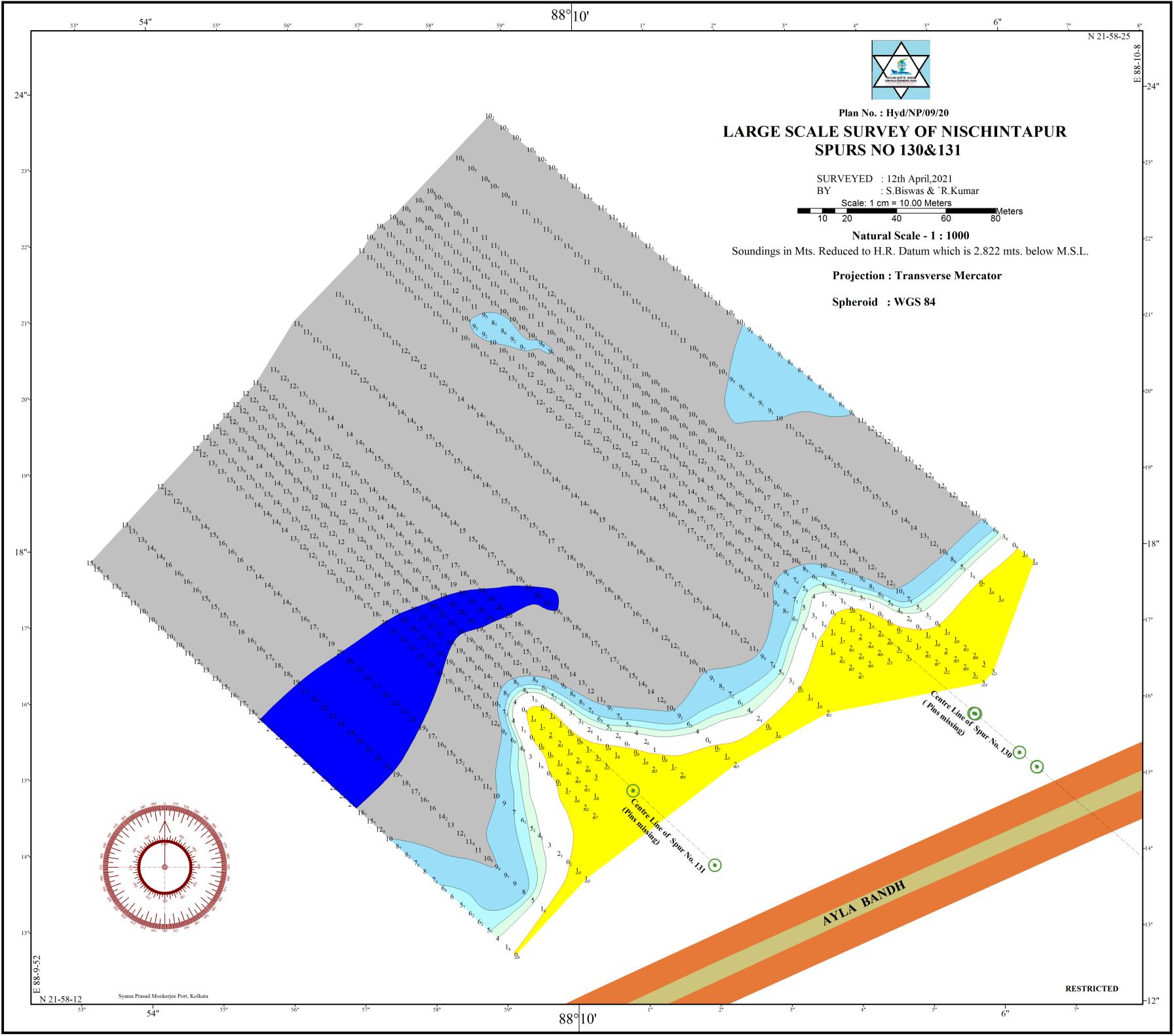
Long Section of Spur 137

Long Section of Spur 138



Long Section of Spur 139





Form of Bid Security Declaration

NIT NO:- SMPK/KDS/CIV/T/2593/31 Dt.20.07.21

Ref. No	Dated:
The Chief Engineer	
The Chief Engineer, Syama Presed Mankerine Port, Kelketa	
Syama Prasad Mookerjee Port, Kolkata,	
Civil Engineering Department,	
15, Strand Road,	
Kolkata – 700 001	
We, (Name	of the bidder) understand
that, according to your conditions, bids must be supported by a Bid	
We accept that we will automatically be suspended for three ye	
bidding in any contract with the entity that invited Bids for the per	iod of Four months starting
from the date of opening tender if we are in breach of our of	obligation(s) under the bid
conditions, i.e. if we withdraw or modify our Bids during the period	d of validity.
Yours faithfully,	
Signature of Tenderer :	
Name:	
Designation:	
Date:	