

## No. 2: Clarifications/ amendments dated 05.01.2022.

Clarifications/ amendments following pre-bid discussions held on 08.12.2021 in connection with tender No.*SMPK/MRN/SDDS/GBL/MDRG/HAL/I of November 2021* floated for maintenance dredging in the shipping channel leading to Haldia Dock Complex.

### Clarifications

Sl. No	Reference of tender document			Bidder's Query	SMPK's Reply
	Clause No.	Page No.	Brief Description		
1	SOT (vii)	2	Last date and time for depositing the bids @ 1500 hrs on 27.12.2021	It is requested to extend the due date of submission of bids by minimum two weeks from the date of issue of clarifications.	The last date of submission is extended to <b>18.01.2022</b> up to <b>1500 Hrs</b> and the Technical Bid will be opened on <b>19.01.2022</b> at <b>1530 Hrs</b>
2	SOT (xi)	3	Bid Document fee - GST & mode of payment	<p>SMPK stated that bid document fee is 20,000/- + applicable GST. Please confirm the percentage of GST.</p> <p>Further, it is stated that bidder may remit the document fee through RTGS/NEFT and enter the UTR No. in the space provided in portal. Whereas, as per portal, the payment mode is through DD. Please clarify the same.</p> <p>In case DD has to be submitted toward document</p>	<p>i) GST rate is 18%. Therefore a sum of Rs 23,600.00 including GST may be paid towards Bid Document Fee.</p> <p>ii) The Bidders should pay the amount through RTGS/NEFT to the Bank Account mentioned in the Bid Document and indicate the UTR No in the</p>

				fee, please confirm the name of Beneficiary.	space provided in the place of DD.
3	6.2(k)	14	Integrity Pact Annexure-I -	Since integrity pact is to be entered between successful bidder and Employer on a stamp paper after award of contract, it is understood that during the bid submission, bidders has to sign & stamp the Integrity pact as an acknowledgement on a normal paper and not on a stamp paper; please confirm.	Only signed copy need to be uploaded. Only the selected Contractor is required to execute the agreement after issue of LOI.
4	6.2 (r)	15	Power of Attorney-Appendix-2	DCI management has issued a general power of attorney in the name of signing authority for submission of tenders. Hence, Employer is requested to consider the notarised copy of this General power of attorney for submission of tender instead of Power of attorney as per Appendix-2.	The notarized copy of the general power of attorney for submission of tender supported by a Resolution of the Board of the Company may be accepted, provided the wordings matches with the that of Appendix-2 barring the Tender reference.
5	9.0	17	Security Deposit – a) 3% of the total evaluated value as per price bid of the tender. b) In the event of Bank Guarantee is issued by any branch outside Kolkata /Haldia, any Kolkata	a) It is requested to amend the clause such that the security deposit is 3% of evaluated annual contract value instead of total evaluated value as per price bid of the tender. b) Further, DCI will obtain the BG towards Security Deposit from the Visakhapatnam branch of Canara Bank/ Union Bank, which is having its branch at Kolkata. In such case, Employer may elaborate the clause regarding clarity on	a) Not agreed to.  b) Kindly refer clause 9.1.

			/ Haldia Branch of such Bank shall counter guarantee the same....	counter guarantee to be issued by any of Kolkata/Haldia branch of issuing bank.	
6	10.12	19	SMPK reserves the right to ask any one of the bidders..... to submit a break-up of submitted price with adequate justification.....	Since it is competitive bidding, Contractor may not provide any price breakup or justification for the rates as the same is sensitive information & confidential in nature. Employer is requested to modify the clause suitably.	Tender Conditions stands
7	12.3	26	Validity of price bid - 180 days	Requested to limit the price 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.	Tender Conditions stands
8	12.4	26	Price adjustment formula, $I_o$ = Price of fuel of IOCL as on date ..... at Haldia	Specific date (base date) may be mentioned against ' $I_o$ ' in the given formula of price variation. Further, it is requested to consider average price of main fuel (HFHSD/VLSFO) for the month under consideration as per IOCL/ BPCL/ HPCL circulars. Alternatively, Employer is requested to compensate the escalation/ de-escalation component at actual, as 100% hike of fuel price has been experienced in the last five years.	Kindly see amendment (Sl. No.1 given below at Amendment Table.
9	13 (a) &	26 &	Duties & Taxes /BOQ:	There is no separate provision/column in the BOQ	There is separate column for

	55	49	<p>GST:</p> <p>Prices quoted shall be including all statutory levies but excluding GST and the same shall be indicated separately in the relevant column of BOQ.</p>	to indicate the GST component. The clause may be amended suitably.	quoting GST in BOQ as provided in the online system.
10	14.1.1	27	<p>Date of LOI - commencement of work within 30 days from LOI</p>	As the work is to commence within 30 days from LOI, it is requested to confirm the probable issue date of LOI, accordingly to plan deployment schedule of vessels.	Tentatively by end January'22
11	14.1.3	28	<p><u>Penalty for delay in mobilization:</u></p> <p>Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ 2.5% per week of Security Deposit.</p>	Employer may please clarify that this penalty will not be applicable in case the proposed TSHDs are mobilized within the scheduled duration.	Three TSHDs as stipulated in the tender to be considered as 100% mobilization. In the event of partial mobilization penalty would be applicable proportionately i.e. 33.33% penalty share per dredger.
12	17	29	<p>Adequacy of the Tender: the dredged materials from Jellingham &amp; Haldia Anchorage are being dumped freely at Lower Sagar Dumping site at the distance of</p>	Employer is requested to allow the Contractor for short dumping i.e., dumping a specific portion of quantity from Haldia Anchorage/ Jellingham at Eden in order to have savings in terms of time & money.	Not accepted. Tender provision prevails.

			<p>about 60 KM away from dredging sites. The dredged spoils from Upper Eden are being dumped at Lower Eden Area at distance of 22 KM.</p> <p>Some quantity of dredged material is also being disposed off through side casting methodology while dredging.....</p>		
13	TS: 20.1	31	<p>The least recorded depth in one neap survey shall remain valid till the next neap survey and shall form the basis of calculating reduction and disincentive of monthly payout.</p>	<p>Employer is requested to consider the lowest depth after excluding initial 10% of the soundings arranged in descending order for calculating shortfall of depth and evaluation of incentive/disincentive for payments to the contractor.</p>	Tender Conditions stands
14	TS: 20.3	31	<p><u>Hydrographic Survey:</u></p> <p>The contractor shall provide a suitable steel hulled launch with equipment, spares&amp; consumables including manning, fuel etc. for conduct of all surveys at</p>	<p>Contractor will provide a locally available steel hulled survey launch with side mounted transducer during the contract period. Surveys at Haldia Anchorage/ Jellingham areas will be carried out with either Contractor's or KoPT's survey launch and surveys at Eden area will be carried out exclusively with KoPT's launch.</p>	Tender Conditions stands

			his own cost. The launch should be certified by the authority to ply in the surveying areas round the year. The launch should be fitted with a hydrographical model echo-sounder having frequency between 200 – 210 Khz, interfaced with heave sensors,.....	Employer is requested to consider the same.	
15	TS: 21	32	<u>Minimum Interference with Navigation / Pilotage:</u>  Dredging shall be carried out with minimum interference to navigation and movement of vessels as well as other conservancy works of the port and in accordance with the directions of the Engineer of the Contract.	Please consider to pay Idle time charges for suspension of dredging due to following reasons: a) Suspension of dredging operations due to shipping movements. b) Dredging operations suspended at the instructions of Port authorities. c) Idling due to third party intervention. d) Idling due to adverse weather conditions. e) Idling due to encountering of underwater obstructions.  Item towards Idle time charges may please be inserted in the BOQ.	Not accepted Tender Conditions stands
16	SCC: 24.2	33	<u>Scope of Work:</u> Particulars of shipping channel from Haldia	During the entire contract period, if shallow depth is experienced in the navigational channel from Jellingham/ Haldia Anchorage/ Lower Jellingham Crossing to Lower Sagar Dumping area, then idle	Not accepted Tender Conditions stands.

			Anchorage to Lower Eden along with salient deliverables / milestones of the work.....	time charges on account of tidal variation shall be paid or alternate dumping location accessible in all tides may be provided to dump the material in such cases.	
17	SCC: 24.3	34	<u>Scope of Work:</u> Dredged materials may also to be dumped partially or fully ashore at Nayachara island or any suitable area within a distance of 5 km from dredging site, if land is made available by SMPK at no extra cost to SMPK.	Kindly elaborate on the proposed method of shore pumping of partial/ full load at Nayachara Island.	The dredging area in Haldia Reach, where TSHD is unable to carry out dredging, may be dredged by deploying CSD / Grab dredger or in combination etc. The dredged materials may be dumped ashore as provided by SMPK within a distance of 5 km / designated area at LSD. Any cost incurred by the contractor for development of required facilities for shore dumping is to be borne by the contractor.
18	SCC: 24.4	34	<u>Scope of Work:</u> The dredged materials also to be disposed off through rain-bowing/side casting at a distance of at least 80m from the dredging position. Such disposal by rain-bowing/side-	Since the rate variation is too high between side casting and sea dumping, Employer is requested to incorporate a separate item in the BOQ for rain-bowing/side casting quantity.  Also, please confirm that the side casting quantity of 1.0 M Cum is included in the BOQ quantities of respective areas.	Tender conditions stands.

			<p>casting will, however, is allowed when the tidal range of the dredging area is 3.8 m or more. The total quantity dredged through rain-bowing/side casting shall not exceed 0.10 Million Cubic Meter in any month subject to maximum of 1.0 Million Cubic Meter per annum.....</p>		
19	<p>SCC: 24.5 &amp;24.6</p>	<p>34 &amp; 35</p>	<p><u>Scope of Work:</u></p> <p>The dredging at Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach are required to be dredged during the 1st year of the contract by dredging 3.6 MM3 and thereafter 1.0 MM3 per year.....</p> <p>The dredging at Lower Eden has to be completed during the fair weather season only since dredging therein may not be practicable</p>	<p>Please clarify whether the quantities mentioned against Haldia Reach and Lower Eden are only indicative or properly assessed?</p> <p>Please clarify whether the dredger(s) need to be deployed throughout the year at Haldia Reach area. If not, then specific timeline for deployment of dredger at Haldia Reach and Lower Eden may please be indicated during First Year and subsequent years.</p> <p>Employer may please provide a layout map duly demarcating the shore pumping location along with proposed pipeline alignment for disposal of dredge material form CSD.</p> <p>Employer may please clarify on the method of measurement of dredging quantity in case of</p>	<p>The quantities have been assessed based on studies by SMPK's Consultant, NTCPCW.</p> <p>All areas except for Lower Eden, dredgers to be deployed round the year to execute specified quantities.</p> <p>At Lower Eden, dredger to be deployed during fair weather season, since dredging may not be practicable round the year.</p> <p>Measurement, in case of CSD to be done through Production</p>



			round the year due to prevailing weather conditions. ....	dredging with CSD / Grab and disposal through shore pumping / through barges respectively.  Also, please clarify whether double handling of material in a combination of CSD & TSHD is allowed?	Meter and for Grab dredger, the barge which would be utilised should have DLM.  Not acceptable.
20	SCC: 24.7& 32.4	35& 39	<u>Scope of Work:</u> SMP have the liberty to direct the contract to dredge any other areas within the jurisdiction of SMPK	The quoted price is considering the areas indicated in the scope of work only. If, SMPK instruct to dredge any areas other than the scope of tender, the rates for the same shall be operated on mutually finalized rates.	Tender condition stands.
21	SCC: 24.9	35	<u>Scope of Work:</u> The dredgers shall be capable of carrying out simultaneous rain bowing / side casting as well as filling hopper and the nozzle should be fitted at an angle of 60° to 90° from centre-line of the dredger with 45° vertical angle.	Rain-bowing with a nozzle angle of 30° to 45° is highly practicable. As such SMPK is requested to accept for the same.	Not acceptable Tender provision stands
22	SCC: 25.2	36	Norms for annual volume of dredged materials	Employer may please confirm that the Contractor is at liberty to prepare his own dredging program in order to maintain the base depths at various	Please refer clause 24.12

			maintaining depths of dredging areas.....	dredging areas.	
23	SCC: 26.0	36	<u>Disincentive and Penalty:</u>	<p>Employer may please consider the following with respect to penalty / disincentive:</p> <p>a) No penalty shall be imposed towards shortfall of dredging quantity in case base depths are maintained for the particular period, as the same indicates lesser rate of siltation.</p> <p>b) Reimbursement of penalty amount in case excess siltation is observed or additional quantity is dredged in any year.</p> <p>c) Excess quantity shall be compensated irrespective of maintaining of base depths as the depths may be deteriorated due to excess siltation.</p> <p>d) As disincentive clause shall be applicable in case of shortfall of monthly dredging target by calculating 1/12<sup>th</sup> of respective annual requirement; hence, it is requested to compensate excess siltation quantity monthly basis.</p> <p>e) Disincentive for shortfall in Haldia Reach area and penalty towards shortfall of dredging quantity (area-wise) seems to be very high. Employer may review.</p>	Tender condition stands.
24	SCC:	38	Compensation/ cutback	Employer is requested to confirm it is applicable	In case of lesser siltation the

	31.0		for excess/lesser siltation:	only for additional payment of the excess siltation and not to deduct on account of less siltation as long as the designed depths are maintained.	annual norm would be revised with recommendations of NTCPWC.
25	SCC: 32.0	39	<u>Payment terms:</u>  Contractor shall submit the correct dredging bills, complete in all respects; at the end of every Calendar month and SMPK shall make payment within 45 days of receipt of completed /corrected bills and necessary clarification, if any.	It is requested that the monthly payment should be made within 15 days of receipt of corrected bills instead of 45 days.  Final bill shall be paid within 30 days.  Also requested to include provision for payment of interest on delayed payments beyond due date at the rate PLR 2%. The PLR means PLR of State Bank of India as on due date of payment.	Not acceptable.  Tender Condition stands.
26	SCC: 35.0	40	Responsibilities of SMPK	a) Please provide us the tariff rates of fresh water.  b) Employer may provide permission for in and out of spares & stores, etc. into Port area without involvement of Customs as Contractor is not carrying any commercial cargoes.  c) Also contractor enters the working area only for employer's work; therefore please allow contractors personnel, vehicles and equipment without any entry charge or fee.	a) As per Scale of Rates (SOR) revised time to time as available in SMPK Website.  b) Will be permitted subject to fulfilling required formalities.  c) Contractor is to follow required formalities.
27	SCC: 45.0	45	<u>Termination of Contract:</u> Without being liable for	Please include provision for contractor being compensated for the loss of opportunity, if the	Tender Condition stands.

			any compensation to the Contractor, the Trustees may, in their absolute discretion, terminate the contract and enter upon the site and works and expel the Contractor there from after giving him a minimum one month's notice in writing.....	contract is terminated without any sufficient reason for contractor being at fault.	
28	SCC: 47.0	46	<p>Measurement of volume of dredged materials:</p> <p>The contractor shall submit certificate pertaining to calibration of hopper (in dredger or barge as applicable) and load recorder by an international reputed and approved agency prior to the commencement of work. The contractor shall agree to recalibration by internationally reputed and approved agencies as required by the engineer.</p> <p>Average value of the bulk densities of samples collected will be</p>	<p>It is observed that estimated density of 1.79 ton/cbm is close to the actual bulk density of dredge material in the areas viz., Haldia Anchorage, Jellingham and Lower Jellingham Crossing areas. However, the difference of actual and estimated bulk densities is more in Upper Eden area.</p> <p>Therefore, pre- determining of bulk density for calculating the volume is not appropriate. Hence, it is requested to consider the actual bulk density as per the hopper samples collected &amp; tested at least for Eden area.</p> <p>Also Employer may confirm that the calibration of hopper and load recorder means calibration of DLM of TSHD and the same can be inspected and</p>	Tender Conditions Stand.

			<p>deemed to 1790 kg/cbm (i.e. 1.79 ton /cbm).</p> <p>The contractor shall submit certificate pertaining to calibration of hopper (in dredger or barge as applicable) and load recorder by an international reputed and approved agency prior to the commencement of work. The contractor shall agree to recalibration by internationally reputed and approved agencies as required by the engineer.</p>	certified by Classification Society being a member of IACS.	
29	SCC: 47.2	47	Measurement of payable quantity dredged through side-casting / rain-bowing is to be done as per the following formula: .....	Employer may please elaborate on the method of measurement of side casting quantity.	Tender Conditions Stand. Kindly refer Clause 47.2.
30	-	-	Underwater obstructions	Since new dredging area i.e., Haldia Reach is proposed for dredging, Employer is requested to	There exists no known underwater obstruction in the

				confirm that the dredging area is clear of any kind of underwater obstructions which can hamper dredging work or affect dredgers.	dredging areas.
31	-	-	Geotechnical data	<p>Since dredging is not carried out in Haldia Reach areas in the recent past, it is requested to provide geotechnical investigation data of the said area for Contractor's reference.</p> <p>Alternatively, Employer may take up dredging at Haldia Reach as a separate work.</p>	<p>Few years back, available depths at Zone-M1, Zone-U1 &amp; Zone-U2 of Haldia Reach, were more or less similar to the target dredged depths in those areas. Due to inadequate maintenance dredging in the said areas during the last few years, the areas have been shoaled up considerably as a consequence of accumulation of natural sediments. In other words, the materials to be dredged from this area up to the target dredged depths, comprised a mixture of sand, silt &amp; clay deposited in the recent past.</p>
32	-	-	Variation of Quantity	Since, huge variation in the quantity will affect the deployment plan and revenue, Employer is requested to incorporate 'Variation of Quantity' clause in the tender.	Kindly see Clause 31.0
33	-	-	Siltation data	Siltation in monsoon & non-monsoon periods is not specified; hence, quantity analysis would be difficult. Therefore, Employer is requested to provide monthly siltation data for Contractor's	Quantities have been provided in the Tender.

				reference.	
34	-	-	General Information	<p>Employer is requested to provide the following information for Contractor's analysis:</p> <p>a) Laboratory test reports of the dredged material.</p> <p>b) Any previous reports/ studies carried out on re-use of dredged material.</p> <p>c) Base data for arriving the average bulk density of dredge material i.e., 1.79 t/cum.</p>	<p>(a&amp; c) : Kindly refer to Clause 17.0 and 47 ( 47.1 &amp; 47.2).</p> <p>(b): SMPK did not carry out any specific study, which has applicability / relevance to this tender.</p>
				<b>Bidder's Query</b>	
1.	1.5 (3)	6	Submission of Bids	Pls delete the clause as EMD is not applicable	This is a general instruction. Kindly neglect that.
2.	14.1	27	Mobilization Period:	<p>If security clearance is taken for the company, then does it require to take MOD and MOHA clearance separately for the dredger and crew?</p> <p>If MOD and MOHA clearance are needed, then it will be difficult to get clearance in 30 days' time from the ministry.</p>	Procedure to be followed as per Guidelines of Govt. of India.
3.	14.1.2	28	Mobilization & De-mobilization Charges	We kindly request to consider Mobilization and Demobilization as separate BOQ item. Please confirm.	Not acceptable. Tender provision stands.
4.	27.0	37	Technical Evaluation	Please clarify why its stated that three hopper dredgers are needed for the execution of work? Or is this only for technical evaluation purpose, and actual deployment can be less or more?	Considering the requirement of dredging the minimum requirement of the dredgers have been assessed and stipulated.

5.	45.0	45	Termination of Contract	The clause is one sided. What is going to happen if the Employer is in breach of contract? Kindly add suitable clause as per FIDIC norms.	Tender Conditions stands.
----	------	----	-------------------------	---	---------------------------

Sl. No.	Tender Reference Page & Clause No.	Tender condition	Bidder's Query	SMPK's Reply
1	Page 11/82 Clause2.0 PRE-QUALIFICATION CRITERIA	i)Experience of having successfully completed similar works during the last 7 years ending 31st October 2021, should be either of the following:	For Pre-Qualification-Please clarify whether technical and financial credentials of the parent company will be considered for qualification based on apparent company guarantee.	Kindly see new clause-2.0(v) given below at Sl. No.4 of the Amendment Table.
2	Page 17/82 Clause9.0 SECURITY DEPOSIT	9.2 SMPK shall encash the Bank Guarantee in the event the Contractor fails to supply the dredgers and commence operation immediately after expiry of mobilization period at the order of Engineer or his authorized representative or when any amount is to be recovered from the Contractor as penalty or deduction and the Contractor fails to remit such amount within 30 days after due notice given to	<p>Please note that deployment of Foreign Flag Vessel/crew will entail additional clearances towards MOHA &amp; MOD.</p> <p>Contractor has no control over the duration of the application. Kindly consider that Contract period shall start from the date when security clearances are in place.</p>	The specific delay in obtaining Security Clearance for Foreign Flag Vessels / Crew will not be allowed without application of penalty.



		him in this regard.		
3	Page 28/82 Clause 14.0 MOBILIZATION &DEMOBILIZATION	<p>Mobilization Period: On placement of 'Letter of Intent', the dredgers &amp; equipment are to be mobilized at Haldia and commence dredging within 30 days and commence operation.</p> <p>Mobilization &amp; De-mobilisation Charges: No Mobilization &amp; De-mobilisation charges will be payable to the contractor separately. Such costs should be included in the dredging Charges proportionately.</p> <p>Penalty for delay in mobilization: Delay in complete mobilization of the equipment as per accepted dredging plan will attract a penalty @ 2.5% per week of</p>	<ol style="list-style-type: none"> <li>1. Please incorporate separate items in BOQ towards Mobilization &amp; De- mobilization charges.</li> <li>2. Upon receipt of Letter of Intent, Contractor shall prepare the application for the required security clearances for the vessels &amp; crew towards MOHA &amp; MOD. Contractor has no control over the duration of the application. Kindly consider that Contract period shall start from the date when security clearances are in place. Contractor should not be penalized for time involved in obtaining statutory clearances.</li> </ol>	<ol style="list-style-type: none"> <li>1. Not acceptable.</li> <li>2. Already explained above.</li> </ol>

		Security Deposit.		
4	Page 39/82 Clause 32.0 PAYMENT T ERMS	32.3 at the end of every Calendar month and SMPK shall make payment within 45 Days of receipt of completed / corrected bills and necessary clarification, if any.	Kindly request to include interest clause for delayed payments.	Not acceptable. Tender Condition stands.
5	Page 37/82 Clause 27.0 TECHNICAL EVALUTION	The bidder is required to deploy TSHDs with very specific characteristics, hopper capacity, loaded draft and speed	Kindly clarify on the parameters used to come to these requirements.	The specification and number of TSHD have been stipulated considering requirement of dredging and available depths of the operational areas.

#### Amendment

Sl. No.	Page No.	Clause No.	Original provision	Amended Provision
1.	26	12.4	The contractor shall prefer his claim pertaining to this variation <b>along with monthly bill</b> . $R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}.$ Where,	No variation in price, other than variation in Fuel price and variation on account of additional benefits to the contractor due to change in GST law, if any (as per clause-13 (h)), shall be applicable during the entire

			<p>R = Amount to be paid / recovered.  V = Payment paid to the contract or for that particular period.  <math>R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}</math>.  Where,  I<sub>0</sub> = Price of fuel of IOCL as on -----at Haldia.  I = Changed price of fuel of IOCL at Haldia.</p>	<p>duration of the Contract.  The amount payable/adjustable against Fuel Price variation (both upward and downward) would be calculated as per the formula prescribed below:</p> <p><b><math>R = 0.28 * 0.85 * V * \{(I-I_0)/I_0\}</math>.</b></p> <p>Where,  R = Amount to be payable /adjustable on account of Fuel price variation during a period.</p> <p>V = Value of services rendered during the period as per accepted BOQ and Tender provisions.</p> <p>I<sub>0</sub> = Price of fuel of IOCL at Haldia as on the scheduled last date of submission of the tender.</p> <p>I = Changed price of fuel of IOCL at Haldia.</p>
2.	40	34.0 Insurance	<p>All dredgers and ancillary crafts mobilized by the contractor for the purpose of execution of this contract must be suitably insured. Whereas, vessels registered under MS Act must be insured with a member of the International Group of P &amp; I Club, vessels registered under I.V. Act shall be insured with any reputed Indian Insurance company in the following manner:</p>	<p>All dredgers and ancillary crafts mobilized by the contractor for the purpose of execution of this contract must be suitably insured. Whereas, vessels registered under MS Act must be insured with a member of the International Group of P &amp; I Club, vessels registered under I.V. Act shall be insured with any reputed Indian Insurance company in the following manner:</p> <p>i) The hull, machinery and 3<sup>rd</sup> party liability.</p>

			<ul style="list-style-type: none"> <li>i) The hull, machinery and 3<sup>rd</sup> party liability.</li> <li>ii) Total loss of the vessel.</li> <li>iii) Total coverage for wreck removal in case the vessel is wrecked.</li> </ul> <p>All persons deployed by the contractor on board the vessels and ashore shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. SMPK shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the contract on board or ashore.</p>	<ul style="list-style-type: none"> <li>ii) Total loss of the vessel.</li> <li>iii) Total coverage for wreck removal in case the vessel is wrecked.</li> <li>iv) Oil Pollution.</li> </ul> <p>All persons deployed by the contractor on board the vessels and ashore shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. SMPK shall not be responsible in any manner for any accident, injury or death to the personnel engaged by the Contractor during execution of the contract on board or ashore.</p>
3.	35	24.12	<p>The dredging project would be monitored by National Technology Centre for Ports, Waterways &amp; Coasts (NTCPWC), the Technical Wing of Ministry of Ports, Shipping &amp; Waterways, Government of India throughout the execution of the contract. In the event of any course corrective measure recommended by NTCPWC will have to be implemented by the contractor.</p>	<p>The dredging project would be monitored by National Technology Centre for Ports, Waterways &amp; Coasts (NTCPWC), the Technical Wing of Ministry of Ports, Shipping &amp; Waterways, Government of India throughout the execution of the contract. In the event of any course corrective measure recommended by NTCPWC will have to be implemented by the contractor.</p> <ol style="list-style-type: none"> <li>1. The contractor is required to provide online Dredging Monitoring System with integrated DLM similar to NTCPWC Dredging Monitoring System. This will include also remote monitoring of dredger movements, positions, production and progress of contract continuously.</li> <li>2. Real-time autonomous post dredging bathymetry measurement by the dredgers by deploying</li> </ol>

				onboard autonomous inflatable survey boats.
4.	12	2.0 (v)	New Clause.	<p>For pre-qualification purpose technical and financial credentials of subsidiary / holding company will also be considered subject to complying the following formalities and submission of related documents:</p> <p>a) Agreement between the Parent Company and Subsidiary Company and in case of the Foreign Subsidiary Company a tripartite agreement amongst all the three Company containing full liabilities and responsibilities of the Subsidiary Company shall be taken by the original Foreign Parent Company and the Foreign Subsidiary Company, the holding Company.</p> <p>b) An Affidavit (to be executed by the Authorized Signatory duly authorized by the Board) from the Foreign Parent Company that the Subsidiary Company can provide the Parent Company's technical and financial expertise while submitting its bid for the tender and also undertake all responsibilities and liabilities of the Indian Subsidiary Company during the entire currency of the contract including a further undertaking to sue and to be sued at Kolkata under the jurisdiction of High Court at Calcutta only for any dispute, which includes arbitration proceeding.</p> <p>c) Resolution of all the respective companies in this regard, stating inter alia, that, technical and financial credential of the Foreign Parent Company and/or Foreign Subsidiary Company can be submitted by the Indian Subsidiary Company.</p>

