

Corrigendum-VII

Sub: Name of work - "Design, manufacturing/construction, supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India".

Tender No. SMPK/KDS/CIV /T/2617/55 **Dt.** 22.10.2021

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

I) Authority's Reply to query of bidders

II) Annexure -1 for Amended clauses

III) Annexure -2 for Site Location Co-ordinates

IV) Annexure-3 for Consortium Agreement

v) Draft DPR of two locations(Surat and Guwahati Riverfront) are available on the below-mentioned link for Indicative reference only:

<https://drive.google.com/drive/folders/1ebGfLwa0jpMs1faWXhrmUHQu1PcS0YG2?usp=sharing>

vi) Last Date of submission & Opening of Tender are extended to 30.05.22 & 31.05.22 respectively.

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

**Superintending Engineer (Contract Cell)
For Chief Engineer
Syama Prasad Mookerjee Port, Kolkata**

Response of Authority to Bidders' Queries

1

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

Sl. No	Name of Applicant/ Party evinced interest	Relevant Clause No. in Tender document	Clause Description as given in Tender document	Queries of Bidders	Response of Authority (SMPK)
1.	RONAUTICA MARINAS (Sl. Nos. 1-20)	Cl. 1, c.i, Pg. 3	Estimated Cost Of Work	Please provide estimated cost of work.	This is item rate tender. Pl. see amended clauses in Annexure-1 attached herewith.
2.		Annex B. / 3.0, sl. no. 12, Pg.7	Bidders are advised to visit the site of work prior to submission of their bid.	Please provide site location coordinates.	Tentative co-ordinates are available in Annexure-2 attached herewith pl.
3.		Annex B. / 3.0, sl. no. 26, Pg.8	Time of Completion: As per Tender document.	Since the pontoons will need to be manufactured and moved to respective locations, will all the sites be handed over at the same time for the duration of completion 12 months?	The work has to to be completed complying tender conditions.
4.		Annex B. / 3.0, sl. no. 34, Pg.8	DOCK PERMITS : As per tender document.	Please explain which type of permit does this specify.	Please refer Clause 25(Page-27) of Special Conditions of Contract.
5.		SCC- Cl. 5.0 / 3 (PQ CRITERIA), SL. NO. 3.2, Pg 16	Firms not manufacturing jetty and other work specified in scope of work, but supplying/executing the same can also bid for it after obtaining authorization from the manufacturer/executer of the RCC floating jetty. However the authorization should stipulate that the firm is authorized to quote the rates on behalf of the manufacturer. Warranty should be provided by the manufacturer only.	1. Is it acceptable that the pontoons be manufactured at an international location (country of manufacturers factory) and then shipped to project location for installation.? All the raw materials used will be of international standard. Test certificates from IRS/any IACS members will be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department). Such as Bureau Veritas, DNV etc.	The work has to to be completed complying tender conditions. However, the site of manufacture /construction may be anywhere in India.

Response of Authority to Bidders' Queries

2

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

				2. Any specific format for such authorisation letter.? Please confirm if the attached draft of authorisation letter as a firm being appointed as our "Authorised Licenced Builder" sufficient?	
6.		5.0 / 3, 3.3, Pg. 16	Warranty- The supplier should provide onsite standard comprehensive company warranty for 10 year. The Warranty shall be executed in favour of designated authorities. Details of authorities will be communicated after the issuance of the work order.	<p>1.Standard comprehensive warranty on concrete pontoons for 10 years is not provided by any manufacturer. We can provide 10 years limited warranty (attached limited warranty certificate) or a 2 years comprehensive warranty on our concrete pontoons.</p> <p>1. We can provide 10 years comprehensive warranty on our Heavy Duty Aluminium pontoons designed to withstand hurricane resistant winds and suitable for seaplane docking. As the seaplane pontoons will be used to be accessed mainly by guests from middle & high class society for taking a tour on the seaplane there is no rough usage & heavy loading as compared to commercial fish harbour / ferry terminals. Aluminium pontoons also are easy to maintain, cost efficient and looks elegant in comparision with concrete pontoons. (Attached experience letter) Marina industry article link: https://www.</p>	Tender condition prevails.

Response of Authority to Bidders' Queries

3

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

				marinadockage.com/tavares-opens-rebuilt-seaplane-base-marina/	
7.		4.5, (Under Scope of work), Pg 21	Vetting of design & drawing with Concurrent Inspection & final certification for RCC Floating Jetty & aluminium gangway:	<p>1. As a cost is involved, please provide list of authorised consultants along with contact details.</p> <p>2. Are the inspections involved, allowed to be conducted by any internationally accredited marine consultants / agencies with expertise in certifying and approval of marine installations or only through authorised consultants, project specific.</p>	The description of authorised Consultants have been specified in relevant tender clause no. 4.5.
8.		5, Pg. 21	Rental charges will be levied for the working area spared to the contractor during the tenure of the contract including extended period, if any granted. The EIC may at his discretion allot additional working area if required by the contractor anywhere within the vicinity of the proposed location subject to availability and usual rental charges basis. However, the contractor shall arrange their own cost for the transportation of men and materials to the work site.	Please provide rental charges for each location.	Tender condition prevails

Response of Authority to Bidders' Queries

4

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

9.		6, Pg 22	6. The successful tenderer shall work in co-ordination with the other agencies involved in the project and other port operations.	Please provide details of such agencies.	Tender condition prevails
10.		Pt. 2 (Supervision and Control of the Works) Pg 45	During execution, it may be explored, as to whether setting up a pre-cast concrete manufacturing facility at the harbour and probably also a plant to produce the flotation foam is necessary for any technical limitations of the site/project where manufacturing elsewhere and transporting to site is infeasible technically.	Setting up a plant to manufacture EPS is not practical hence must be available locally.	The work has to to be carried out & completed as per tender specifications.
11.		3.1, Point no. 12, Pg 47	The jetty system shall hold accreditations from Indian national classification authorities. The system must have a track record of at least 10 years in harsh environmental conditions.	Being a relatively new concept in India, Kindly clarify which authority in India to approach to receive required accreditations from.? Our team has 25+ years experience in design, manufacturing, supply and installation of pontoons under harsh conditions. Also we have designed hurricane resistant marinas.	Accreditations for the jetty system shall be taken as specified in clause no. 3.1 (12).

Response of Authority to Bidders' Queries

5

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

12.		3.1.2 Technical Specifications, Pg. 47	Length (m.)	12		We would like to highlight an important characteristic missing in the specs to have bottom protection of the pontoons which must be mandatory to increase the life of the pontoons.	Tender condition prevails
			Width (m.)	3.0			
			Net Capacity (kN/m2)	9.00			
			Concrete grade	M45			
			Steel	Hot dipped galvanized steel or corrosion resistant steel			
			Cement	Cement and GGBS(Ground Granulated Blast-furnace Slag) can be used in the concrete mix to ensure the chloride protection of the concrete of less than 2000 COULOMBS (AASHTO T 27793/ASTM C 1202,2005) Water penetration <30mm (BS EN 12390 Part 8:2000)			

Response of Authority to Bidders' Queries

6

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			<p>and water absorption <2.3% (BS1881 Part 122,1983, Initial Surface absorption <0.25ML/M2 S (BE 1881 Part 208: 1996 C1.8 1.3.1)</p> <p>-Be of monolithic construction meaning that there are no parts that can become loose or can be stolen and have sufficient strength.</p> <p>-Be connected to the adjoining pontoons by massively strong bolts at each end. The connection to incorporate rubbers that allow for the flexing in wave conditions.</p> <p>- Have a core of closed cell, expanded polystyrene foam that would makes the pontoon unsinkable.</p> <p>-All pipes and cables can be run safely below deck to avoid damages.</p>		
13.		3.1.2, Pg. 47	Technical Specifications: Net capacity (KN/m2)	Any specific reason for 9KN/m2.?	The technical specification given under clause no. 3.1.2 has to be completed.

Response of Authority to Bidders' Queries

7

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

14.		BOQ- all locations, sl. no. 2, Pg.71	Supply and installation of Pivots for safe guarding the Docking Pads, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete	<p>Most gangways designed are fixed with a standard pivot on both ends of the gangway. Land side connected to S.S Anchor plate and dock side connected to landing ramp which rolls on aluminium or SS landing plates fixed on the landing pontoon. Such pivot system allows vertical movement of the gangway and the landing plates safeguard the pontoon from roller movement due to change in tide levels. Kindly refer to attached pictures.</p> <p>The pivot drawing provided is a United States Patented design under Patent No.US 8,387,192 B1 Dt: 05/03/2013. Assignee: Docksliders LLC. Thus cannot be copied.</p> <p>The purpose of installation for such type of pivot is in case of variable shore line conditions.</p> <p>Kindly clarify what is the need of such pivot sytem as per tender documents where the land side of the gangway is to be installed on a fixed walkway which is leveled and designed according to the HAT / LAT levels.?Also none of the drawings provided show the position of the mentioned pivot.</p>	The item has to be executed complying with item specification.
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Response of Authority to Bidders' Queries

8

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

15.	BOQ- all locations, sl. no. 1, Pg.71	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department).	<p>Stainless steel (SS) sheet side protection -This is an unusual request and not recommended to install S.S side protection on a concrete pontoon for the following reasons. 1. A fender is installed for protection of the pontoon + vessel. With the fender installed, there will be no contact between the pontoon and vessel.</p> <p>2. On concrete pontoon it is not advisable to install S.S sheet on submerged part, no matter how high the grade of S.S is used, if in constant contact with salt water, it will rust and corrode.</p> <p>3. Unnecessary cost for installing something which is not solving any purpose. Rather when rust is formed between the pontoon and inner face of the sheet, it will eventually develop cracks leading to early damage of the pontoon.</p> <p>Is this an option to cast-in a stainless-steel or aluminium fender plate along the berthing faces as per the guidelines issued by the Govt Of India for Floating Jetties.?</p>	Tender condition prevails
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Response of Authority to Bidders' Queries

9

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

16.		BOQ- all locations, sl. no. 3, Pg.72	Supply and installation of Stainless steel Handrail on walk way on either side on 1m intervals, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	Supply and installation of Stainless steel Handrail on walk way- Can the S.S hand rails be substituted with aluminium material.? As S.S will get rusted and corrosion in couple of years if not cleaned and polished regularly + will get heated being directly exposed to the sun making it unbearable to hold.	Tender condition prevails
17.		BOQ all locations, Sl. no. 5, Pg 72:	Supply and installation of SS 316L in position twin bollards of 10t capacity on one side of the RCC floating jetty at 4m nominal spacing, secured to SS cast - in - sockets using SS bolts, including cost of transportation charges of all materials to work site, cost of all labour charges tools & plants, local taxes, GST etc. complete.	Can the S.S cleats be substituted with aluminium material.? As S.S will get rusted and corrosion in couple of years if not cleaned and polished regularly. Also the guidelines specify use of aluminium cleats of same capacity 10T.	Tender condition prevails
18.		BOQ all locations, Sl. no. 4, Pg 72:	Supply and installation of in position mooring chain, anchors / anchor blocks for RCC floating jetty & pillars for the floating walk way at the interval of 10.00m on either side, including transportation charges of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	Please explain on which basis are the quantities determined.? Anchoring design of the pontoons must be based on each site location site reports. Please provide wind, wave, soil and bathymetric reports for each location.	Tender condition prevails

Response of Authority to Bidders' Queries

10

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

19.		BOQ all locations, Sl. no. 6, Pg 72:	Supply and installation of in position 11m long, 1.2m wide aluminum gangway with heavy duty nylon rollers, suitable gangway pivot assembly in HDG and stainless - steel plate for the rollers to rest upon, 1.00 Nos including transportation charges of all materials to work site, cost of all labour charges,tools & plants,local taxes,GST etc. complete.	Please explain on which basis is the length determined.? Kindly provide tide levels at each location.	Tender condition prevails
20.		4.6, Pg. 115	The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the acts, defaults and neglect of any sub-contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen and (b) for his full and entire responsibility of the contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a “piece rate” basis shall not be deemed to be sub-letting under this clause.	Can the following works be sub-contracted under our supervisory staff's observations.? 1. Manufacturing assistance of pontoons. (personel, foreman, mixer, vibrator operators). 2. Logistics, customs, appro (Road / Water) 3. Handling of pontooons (crane operator / rigger) 4. Installation of pontoons (divers / sinkers) 5. Site Survey & material Testing. 6. Installation of Marker Buoys & Wind indicators. 7. Installation of fire fighting and safety equipments.	Tender condition prevails

Response of Authority to Bidders' Queries

11

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

21.	SF MARINA (Sl. Nos. 21-29)	Terms, Cl. 22, Pg 8	The prices quoted will be without GST, which shall be paid extra	The BOQ indicates a GST inclusive cost, request for the same to be kindly amended	Price quoted will be exclusive of GST.
22.		Instruction to bidders, Cl. 81, Pg 42.	Defect liability period – The defect liability period for the work is 10 (ten) years from the date of completion. During this period, if any defect arises the contractor is bound to repair the same or take any other action as directed by the Engineer including replacement of the defective portion and redoing the same at his own cost within 7 days in case of repairing and 21 days in case of replacement and re-doing from receipt of such instruction failing which the work may be done by the Trustees' by some other agencies and the cost of which including 19 1/4 % departmental charges plus GST will be recovered from the security deposit or any other dues of the contractor.	Request for this to be reduced.	Tender condition prevails

Response of Authority to Bidders' Queries

12

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

23.		Particular Specification, cl. 28, Pg 56	<p>Security deposit:</p> <p>(i) In addition to Performance Security A sum @5% of the gross amount of the bill shall be deducted from each running bill of the contractor as security deposit until final acceptance.</p> <p>(ii) The Security Deposit shall refunded to the Contractor in terms of Clause 28(iii) hereinafter and subject to deduction, if any, under the provision of Sub-clause 28 (iv) herein below. If, however, the Contract provides for any maintenance period. 50% of the Security Deposit may be refunded against any of the treasury Receipt for that amount on expiry of half of the maintenance period and the balance deposit on the expiry of the said maintenance period and after the Engineer has certified the final completion of work in Form G.C.2 and the Contractor has submitted his “No Claim” Certificate in Form G.C.3.</p> <p>(iii) The Security Deposit/Earnest Money may be liable to forfeiture at the option of the Trustees, if the Contractor fails to carry out the work or to perform/observe any of the conditions of the Contract. The Trustees shall also be at liberty to deduct any of their dues from the</p>	Kindly clarify how and when the Security deposit will be returned considering the extended Defect liability period	Tender condition prevails.
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Response of Authority to Bidders' Queries

13

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			Security Deposit, fixed Security, Earnest Money or from any sum due or to become due to the Contractor under any other contract (iv) The Contractor shall not be considered completed and the work								
24.		Particular Specification, Cl. 4, Pg 44	Warranty: The supplier should provide onsite standard comprehensive company warranty for ten years. The Warranty shall be executed in favour of SMP,K. The warranty period starts from the date of certificate issued by IRS/IACS and handed over the project in complete shape.	Since the job involves wear and tear parts as well, an onsite comprehensive warranty for the installation for 10 years seems long. Request for the same to be reduced as each site has different conditions and guestimating the parts inventory will restrict competitive bidding.	Tender condition prevails.						
25.		Particular Specification, Cl 3.1.2, Pg 47	Technical Specifications- <table><tr><td>Length (m.)</td><td>12</td></tr><tr><td>Width (m.)</td><td>3.0</td></tr><tr><td>Net Capacity (kN/m2)</td><td>9.00</td></tr></table>	Length (m.)	12	Width (m.)	3.0	Net Capacity (kN/m2)	9.00	The indicated requirement is very high for a seaplane usage and size of pontoon indicated. A 04KN/m2 will be appropriate. Request for the same to be reviewed and appropriately rectified	Tender condition prevails.
Length (m.)	12										
Width (m.)	3.0										
Net Capacity (kN/m2)	9.00										
26.		Particular Specification 3.2, Pg 48	Aluminium Gangway- Aluminum Alloy Gangway ladder made out of High Tensile Aluminum Alloy angle, flat & plate (should confirm to IS 733:63400 Alloy/Angles and plate confirm to IS 737:1100) with footsteps having 30cm interval, detachable G.I. Pipes	The indicated specifications are for a ship gangway, request for the same to be reviewed.	Tender condition prevails.						

Response of Authority to Bidders' Queries

14

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			hand rails at both sides, including providing end hooks on top 20mm thick hot dip galvanized & suitable for ship mooring on Wharf in open sea, 02 Nos. Heavy duty wheels as normally provided in ship gangways (15cm dia x 50cm thick) with thrust bearing having 360° movement with bracket at bottom, 50cm long folding plate at bottom with hinges, 02 Nos. M.S. Wheel with ball bearing and hard rubber lining at the center of the gangway for moving manually on wheels, 02 Nos. extra ring suitable to tie up with ship at top, 04 Nos. rings at suitable places for lifting the gangway and providing 04 Nos test quality link chain for both ends. Hooks on top and roller at bottom.		
27.		Particular Specification, Cl. 26, Pg 56	Performance Guarantee- The contractor shall be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Security. Performance Security is to be furnished within 21 (twenty-one) days after notification of the award] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP).The performance security will	The clause links validity of the Performance Guarantee with the Defect liability period which is currently 10 years and is also linked to the security deposit. Kindly clarify	Details have been specified in the relevant clause no. 26, page-56 under Part-II.

Response of Authority to Bidders' Queries

15

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor.		
28.		Particular Specification, Cl. 27, Pg 56	Refund of Performance Guarantee- The performance guarantees to be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Defect Liability Period (DLP).	The clause indicates a refund upto 365 days after completion of Defect liability period which currently translates to 11 years after commissioning. Request for the same to be reconsidered.	Tender condition prevails.
29.	SF MARINA	BOQ, Sl. no. 1, Pg. 71	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction, utility ducts, stainless steel (SS) sheet side	Stainless steel sheet side protection- Reinforced concrete pontoons do not require side protection plates neither do designs have any provision of fixing these, request for this requirement to be deleted.	Tender condition prevails.

Response of Authority to Bidders' Queries

16

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			protection and certification standards as specified including providing steel anchors/concrete anchor blocks at each location, transportation of all materials upto work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete. (Note: Test certificates from IRS/any IACS members should be submitted for pre and post installation of RCC Floating Pontoons in water which are acceptable internationally is to be submitted to the Department).		
30.	Syama Dynamic Project Developers Pvt. Ltd. (Sl. Nos. 30-41)	Cl.22, Pg 8	The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra.	These clauses are contradictory. While 2 clauses state the quotes should include GST, rest state otherwise. Explicit clarification vis-à-vis inclusion /exclusion of GST in quoted rates may be issued.	Prices quoted will be excluding GST, which shall be paid extra.
31.		11 (vi), Pg 23	Responsibility of Contractor for methodology of works - The Rate quoted for the unit rate of Individual items shall be inclusive of all direct & indirect taxes, all activities and to provide the item as per the schedule.		Tender condition prevails.

Response of Authority to Bidders' Queries

17

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TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

32.		Cl. 67, Pg 39	The prices quoted shall be including all statutory levies 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		
33.		BILL OF QUANTITIES, Pg 71	Transportation of all materials up-to work site, cost of all labour charges, tools & plants, local taxes, GST etc. complete.	These clauses are contradictory. While 2 clauses state the quotes should include GST, rest state otherwise. Explicit clarification vis-à-vis inclusion/exclusion of GST in quoted rates may be issued <i>(Pls. refer Bidder Query No. 30, 31, 32 & 33 together)</i>	Price quoted will be excluding GST, which shall be paid extra.
34.		3.4(a) x, Pg 16	In case of a Consortium, the combined Technical and Financial Capability of those members who have and shall have share of at least 26% (twenty six per cent) each, should satisfy the above conditions of eligibility, provided that each such member shall, for the entire period of the contract, hold share not less than 26%.	JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION: 1. Please clarify whether technical and financial qualifications of all partners will be added to arrive at combined capability. e.g. Whether the turnover of all consortium partners be added together to arrive at combined turnover? 2. In case turnovers are to be added, how should the turnover of foreign partner be added	Technical & Financial criteria for eligibility will be in accordance with Cl. 3.6 (Technical), Cl. 3.7 (Financial), Pg 18-19. In case of Consortium/JV, the Gross Average Turnover of consortium members to be added to arrive at combined T.O. for last 3 FY. For Foreign partner, T.O. to be converted to INR as per Forex rates prevailing on date of bid submission.

Response of Authority to Bidders' Queries

18

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

35.		Cl. 3.6, Pg 18	<p>Contractors/Firms having Experience of successfully completed similar works during the last 7 years ending last day of month previous to one in which applications are invited and the experience should be either of the following:</p> <p>a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (i.e., xx Crore each).(OR)</p> <p>b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (i.e., xx Crore each).</p> <p>(OR)</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e., xx Crore each)</p>	<p>Size/Area (square meters) of work executed may also be included as a criterion. This option is needed because costs vary from country to country and hence may not be a correct yardstick to judge technical capability. Similar option is provided for in below ALHW water aerodrome tenders:</p> <p>ALHW/DCE-(A)/EE(OS)/Tend-04 /2021 – 22</p> <p>ALHW/DCE-(A)/EE(OS)/Tend-05 /2021 – 22</p> <p>ALHW/DCE-(A)/EE(OS)/Tend-06 /2021 – 22</p>	<p>Tender condition prevails.</p> <p>Pl. see Corrigendum-VII ,Annexure-1.</p>
36.		Cl. 3.3, Pg 16	<p>Warranty- The supplier should provide onsite standard comprehensive company warranty for 10 year. The Warranty shall be executed in favour of designated authorities. Details of authorities will be communicated after the issuance of the work order.</p>	<p>Defect Liability period may be limited to a period of one year from the date of project completion.</p> <p>Warranty, AMC and repairs may be covered under separate scope and quoted separately</p>	<p>Tender condition prevails.</p>

Response of Authority to Bidders' Queries

19

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

37.		Cl. 3.4(a) vi, Pg 16	Firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria. Not more than two firms to be allowed to form the JV	Pl. specify how many maximum firms are allowed in a consortium.	Three (3) nos.
38.		Cl. 3.1 (12), (47)	TECHNICAL SPECIFICATIONS: Manufacturing, Supply & installation of RCC Floating Pontoons : The jetty system shall hold accreditations from Indian national classification authorities. The system must have a track record of at least 10 years in harsh environmental conditions	This condition may be excluded. Establishing a 10-year track record for the completed jetty will not be possible. Even for already existing jetties, obtaining an accreditation from Indian national classification authorities will not be possible	Tender condition prevails.
39.		General		Please clarify if the bidder must quote for all locations or is there a provision to pick and choose locations	Bidder can participate or quote in one or more locations following tender conditions.
40.		BILL OF QUANTITIES, Pg. 71	Supply and installation of RCC ENCAPSULATED POLYSTRENECORE FLOATING PONTOONS in position one (01) 9 m wide and 48 m long floating jetty comprising of pontoons, each assumed to be 12m long & 03m wide, so 12 blocks of concrete pontoon connected end - to – end and side by side, meeting the general specifications of net deck capacity of minimum 9KN/m2 of monolithic construction.	Request for a reconsideration of jetty loading capacity from 9 KN/m2 to 5 KN/m2 as was done in ALHW tenders.	Tender condition prevails.

Response of Authority to Bidders' Queries

20

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

41.		Cl. 3.4(a), Pg 16	All joint venture agreements / consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.	Request please provide a draft of Consortium agreement.	Pl. See Corrigendum-VII,Annexure-3
42.	PMM Energy SDN BHD (Sl. Nos. 42-44)	Sl.3, Technical Specification , Pg 46	"RCC Encapsulated" floating pontoons	<p>The tender specifies "RCC Encapsulated" floating pontoons. There are a range of floating pontoons that can meet the criteria. Concrete pontoons also have slight variations in design which can do the job equally well or better, especially considering maintenance and flexibility in handling, etc. Trust the bidder will be able to offer its own concrete pontoon design and meet international standards like the AS3962 (Australian Standards for Design of Marinas).</p> <p>RCC Encapsulated pontoons have a tendency to crack during fabrication or handling, depending on site or yard conditions. They are also very heavy and need massive cranes to lift it if there is no dry dock to launch it. Once there is a slight crack, the entire module will have to be discarded. Whilst other concrete pontoon systems, have the flexibility to repair and patch and design</p>	Tender condition prevails.

Response of Authority to Bidders' Queries

21

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

				various sizes that suit the location and site conditions. We believe, the pontoon product should suit the site condition, rather than just having a concrete shell pontoon to install at any condition. Transportation costs can be reduced significantly and the product cost itself would be less expensive.	
43.		-	-	Will there be guide piles for the pontoon or underwater anchoring? This depends on the site conditions and hydraulic study.	The work is required to be executed as per tender specifications.
44.		-	-	With detailed layout drawings, the BoQ can be more accurately quoted	Tender condition prevails.
45.	WEST COAST MARINE YACHT SERVICES PVT. LTD. Sl. Nos. 45-65)	Pg. 6, Terms 4	E-Tenderers submitted without requisite Tender Fee liable to be rejected excepting in case of Micro & Small Enterprises (MSEs) registered with NSIC (under single point registration scheme) or MSME for items for which the tender is invited.	We are Small Enterprise registered with MSME for construction of Pontoon. Attached our Udyam certificate for your reference. Kindly confirm our firm will be exempted from submission of Tender Fee as per your tender clause.	Tender condition prevails.

Response of Authority to Bidders' Queries

22

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

46.		3.6 - Under Pre-Qualification (Pg. 18)	Contractors/Firms having Experience of successfully completed similar works during the last 7 years ending last day of month previous to one in which applications are invited and the experience should be either of the following:	What is total estimated cost of tender? It is required to understand various qualification requirement under Cl. 3.6	This being a item rate tender , the Bidder shall quote his rates on his own analysis. Corrigendum-VII, Annexure-1 may be referred to. (estimated costs are for evaluation purpose only)
47.		Cl. 4.1 (Under Scope of Work) Page-31	Brief description of location of work: The sites are located all over India as described below: 4.2.1 Guwahati River Front at Assam: 4.2.2 Umrangshu Reservoir at Assam: 4.2.3 Junglighat at Andaman & Nicobar Islands: 4.2.4 Tapti River in Surat at Gujarat: 4.2.5 Nagarjunasagar Dam at Telengana: 4.2.6 Prakasam Barrage at Telengana 4.2.7 Backwater at Cochin 4.2.8 Kavarati at Lakshadeep 4.2.9 Minicoy at Lakshadeep	Provide coordinates on Google earth image for each location.	Already specified earlier against sl. No. 2.

Response of Authority to Bidders' Queries

23

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

48.		Cl. 4.5 Page-21	<p>Vetting of design & drawing with Concurrent Inspection & final certification for RCC Floating Jetty & aluminium gangway:</p> <p>The vetting of the design & drawings , inspection & final certification of RCC floating jetty alongwith aluminium gangway including foundation where necessary is to be done by authorized Consultant, (Viz. IITM, Chennai, Dept. of Ocean Engineering/Any IIT , etc) on prior intimation regarding.</p> <p>The expenditure towards the engagement of consultant is to be borne by the Contractor.</p>	The expenditure towards payment of consultant fee should be in scope of Buyer & not contractor	Tender condition prevails.
49.		Cl. 4.4 Page-20	<p>The work will include “Design, manufacturing/ construction, supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India ” as described and set forth in Bill of Quantities, Special Conditions of Contract, Particulars Specification of works, Specification for materials & workmanship with all additional or varied works which may thereafter be required in accordance</p>	Provide site specific data for all locations, information on wind, tide with tidal difference, availability of freshwater, electricity, depth levels, depth variation information, wind speed, current related information, water flow related information, tranquility study where the same is be applicable	<p>Tender condition prevails.</p> <p>The work has to be executed as per tender specifications. However, any further data,if felt necessary by the bidder, will have to be collected by them at their own cost & responsibility prior to bidding .</p>

Response of Authority to Bidders' Queries

24

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			with Clause 7 of General conditions of contract.		
50.		Cl. 4.6 Page-21	The work will be awarded on receipt of the Environment Clearance, if any from the Competent Authority.	Provide current status of environmental permission for each location	Tender condition prevails.
51.		Cl. 5 Page-21	Rental charges will be levied for the working area spared to the contractor during the tenure of the contract including extended period, if any granted. The EIC may at his discretion allot additional working area if required by the contractor anywhere within the vicinity of the proposed location subject to availability and usual rental charges basis. However, the contractor shall arrange their own cost for the transportation of men and materials to the work site.	Kindly provide land rental cost on per square feet or square mtr basis	Tender condition prevails. Already specified earlier in against sl. No.8.
52.		Cl. 25 Page-27	LICENSE, PERMITS, ETC.: The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for his crafts and also for the procurement of any spares that he	List of license and permits required on site at each location	All necessary licenses required for the project from time to time during tenure of the work.

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

			may require during the progress of the works. The contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or holdup occurs in the execution of works.		
53.		Cl. 27 Page-28	WORK PROGRAMME FOR AREAS WITH RESTRICTED ACCESS:	Which locations / sites are with restricted access	The work has to be executed as per tender specifications.
54.		Cl. 28 Page-28	STOPPAGE OF WORKS: Contractor may be instructed to stop the works from time to time due to security reason, movement of ships or any other reasons as per the instruction of Port Authorities.	If there is a delay in delivery owing to work stoppage notice from Buyer, such number of days for which work has been stopped by the buyer shall be added to final delivery date, also if work stop notice extends 48 hours, remobilization period of 7 days be permitted – any such days should be added to delivery period timelines, similar process should be employed for any delay which is caused by natural calamities or for any other reason where in buyer is asking for work to stop.	The work has to be completed within the time line in all respect mentioned in the tender including Corrigenda.

Response of Authority to Bidders' Queries

26

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

55.		Cl. 40 Page-30	Taking over/ handing over of the completed works:	Once completed work is handed over, the risk shall transfer to buyer as contractor will have no control over assets- it is not prudent to hold contractor responsible for risk when the use is under the control of buyer	Tender condition prevails.
56.		Cl. 43 Page-31	Survey and Setting Out: The contractor shall at his expenses carryout all the necessary surveys, measurements and setting out of the works and shall for this purpose engage qualified and competent surveyors whose names and qualifications shall be submitted to the Engineer in Charge for his approval. The contractor shall make available, at his own expense, any poles, pegs, staging, templates or profiles required by the EIC or his representative for inspection and /or measurements of the works.	Site and location specific bathymetric survey data, depth related data, tidal flow related data , seasonal variation in water at dams/ reservoir related information, wind related information, type of below water surface related information etc. should be provided by buyer for each location, time given is not sufficient to conduct the studies and obtain information	Tender condition prevails.
57.		Cl. 64.0 Page-36	CONTRACT LABOUR LAWS:	Contractor should be able to decide on their employee compensation structure as long as contractor complies to rules and regulation of India/ State where contractor's employees are working, payment of Bonus should not be made mandatory	Tender condition prevails.

Response of Authority to Bidders' Queries

27

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

				for contractor as envisaged in this clause.	
58.		Chapter 6.0 /Clause 4 Page-44	Particular Specification Warranty: The supplier should provide onsite standard comprehensive company warranty for ten years . The Warranty shall be executed in favour of SMP,K. The warranty period starts from the date of certificate issued by IRS/IACS and handed over the project in complete shape.	Approval agency is IIT Chennai as stated earlier, kindly remove IRS/IACS	Tender condition prevails.
59.		Clause 3.1 Page-15	Bidding is open to all eligible firm / registered manufacturer / builder meeting the minimum qualification eligibility criteria as specified below to qualify the award of the contract. A minimum of 3 years experience in the field of building & installation / supply of any RCC floating jetty is mandatory.	What is to be understood by “minimum maintenance” kindly elaborate	Tender condition prevails.
60.		Clause 3.1 Page-15	Bidding is open to all eligible firm / registered manufacturer / builder meeting the minimum qualification eligibility criteria as specified below to qualify the award of the contract. A minimum of 3 years experience in the field of building & installation / supply of any RCC floating jetty is mandatory.	Kindly reword it to state the jetty system shall either already have accreditation from IRS or give undertaking that prior to handover the accreditation will be obtained, it is important to have such clause because floating concrete pontoon is relatively very new concept and such accreditation will take time to obtain	The work has to be completed following tender conditions.

Response of Authority to Bidders' Queries

28

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

61.		Clause 3.3 Page-16	3.3-Warranty- The supplier should provide onsite standard comprehensive company warranty for 10 year. The Warranty shall be executed in favour of designated authorities. Details of authorities will be communicated after the issuance of the work order.	Marker buoys size and shape, also total number of buoys required	Tender condition prevails.
62.			General Query of Bidder	As the client is neither bound to award to the lowest bidder and can award either part or all of the works to a bidder (Annexure B, Clause 9). Kindly let us know the criteria for Evaluation. Also as the sites are at diverse locations and as per tender conditions bidder has to quote for each site separately, does the bidder have to quote for all the sites? Or can bidder bid only for specific sites?	BOQ of each locations are furnished. Bidder can participate in one or more locations following tender conditions.
63.			General Query of Bidder	The time period allocated for the preparation and submission of bid is inadequate as site visits to understand local conditions are time consuming and given diverse location of the sites. Request that the bid submission date be extended by 45 Days.	Tender condition prevails.

Response of Authority to Bidders' Queries

29

E-Tender for “Design, manufacturing/construction ,supply, test, delivery, installation & commissioning of Pontoon fitted with all fittings, fixtures and fenders etc. along with gangway including foundation etc. complete at various locations in connection with development of Water Aerodrome spread all over India”

TENDER NO. : SMPK/KDS/CIV /T/2617/55 Dt. 22.10.2021

64.		qualifying criteria under section 3.7, Page-19	The average annual financial turnover of the bidding firm during the last three years ending 31st March 2020, should be at least 30% of the estimated cost put to tender (i.e., ` xx Crore).	The qualifying criteria under section 3.7 specifies that the bidder's turnover should be at least 30% of the “estimated cost put to tender” request that the estimated cost put to tender be specified to enable the bidder to ascertain whether they meet the qualifying requirement.	Pl. see the amended clause attached herewith.
65.				The Tenderer shall inspect, examine the site, the nature of structure and sub-structure. The stacking and movement of traffic along with the quantities, nature of work and materials necessary for the completion of the work, means of access to the site, shall be ascertain by themselves. All necessary information as to risks, contingencies and other circumstances which may influence or affect his tender and satisfy himself before submitting his tender. As inputs such as estimated traffic at sites, soil data etc. are key to the design and estimation , Bidder requests that the Client share such data as it is well beyond the scope of an EPC contractor to gather such data being the job of specialized agencies neither does the time frame for bid submit such activities to be taken up at the 9 different locations	Tender condition prevails.

Annexure-1

Cl. No. & Page Ref.	Mentioned in Tender document	Amended clause																				
Cl. 3.6 Page-18	<p>Contractors/Firms having Experience of successfully completed similar works during the last 7 years ending last day of month previous to one in which applications are invited and the experience should be either of the following:</p> <p>a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (i.e., xx Crore each).</p> <p style="text-align: right;">(OR</p> <p>)</p> <p>b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (i.e., xx Crore each).</p> <p style="text-align: right;">(OR)</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (i.e., xx Crore each).</p>	<p>Contractors/Firms having Experience of successfully completed similar works during the last 7 years ending last day of month previous to one in which applications are invited and the experience can apply for the following Categories:</p> <table><tr><th></th><th style="text-align: right;"><u>Ref. Cl.</u></th></tr><tr><td>(a) Part A: i)Tapti River in Surat at Gujarat</td><td style="text-align: right;">(4.1d)</td></tr><tr><td>(b) Part B:i) Nagarjunasagar Dam at Telengana</td><td style="text-align: right;">(4.1e)</td></tr><tr><td style="padding-left: 40px;">ii) Prakasam Barrage at Telengana</td><td style="text-align: right;">(4.1f)</td></tr><tr><td>(c) Part C :i) Umrangshu Reservoir at Assam</td><td style="text-align: right;">(4.1b)</td></tr><tr><td style="padding-left: 40px;">ii) Guwahati River Front at Assam</td><td style="text-align: right;">(4.1a)</td></tr><tr><td>(d) Part D :i) Junglighat at Andaman & Nicobar Islands</td><td style="text-align: right;">(4.1c)</td></tr><tr><td style="padding-left: 40px;">ii) Kavarati at Lakshadeep</td><td style="text-align: right;">(4.1h)</td></tr><tr><td style="padding-left: 40px;">iii) Minicoy at Lakshadeep</td><td style="text-align: right;">(4.1i)</td></tr><tr><td style="padding-left: 40px;">iv) Backwater at Cochin</td><td style="text-align: right;">(4.1g)</td></tr></table> <p>Any Bidder can participate in either Part A/B/C/D or any combination of A/B/C & D only.</p> <p>For participation in either Part A/B/C/D or any combination of A/B/C & D only, the bidder should be either of the following:</p> <p>a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (estimated costs are for evaluation purpose only) (i.e.,Rs.n X 8.00 Crores each).</p> <p style="text-align: right;">(OR)</p> <p>b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (estimated costs are for evaluation purpose only) (i.e., Rs.n X 8.00 Crores each).</p> <p style="text-align: right;">(OR)</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (estimated costs are for evaluation purpose only) (i.e., Rs.n X 8 Crores each).</p> <p>Where ‘n’ denotes total number of locations in each category where the bidder wants to participate in the tender & ‘X’ denotes an amount of Rs. 8.00 crores.</p> <p>For example if one intends to participate in Part A and Part B :</p> <p>For Part A (one location) and Part B (two locations) , so n =3 the bidder should be either of the following:</p>		<u>Ref. Cl.</u>	(a) Part A: i)Tapti River in Surat at Gujarat	(4.1d)	(b) Part B:i) Nagarjunasagar Dam at Telengana	(4.1e)	ii) Prakasam Barrage at Telengana	(4.1f)	(c) Part C :i) Umrangshu Reservoir at Assam	(4.1b)	ii) Guwahati River Front at Assam	(4.1a)	(d) Part D :i) Junglighat at Andaman & Nicobar Islands	(4.1c)	ii) Kavarati at Lakshadeep	(4.1h)	iii) Minicoy at Lakshadeep	(4.1i)	iv) Backwater at Cochin	(4.1g)
	<u>Ref. Cl.</u>																					
(a) Part A: i)Tapti River in Surat at Gujarat	(4.1d)																					
(b) Part B:i) Nagarjunasagar Dam at Telengana	(4.1e)																					
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ii) Guwahati River Front at Assam	(4.1a)																					
(d) Part D :i) Junglighat at Andaman & Nicobar Islands	(4.1c)																					
ii) Kavarati at Lakshadeep	(4.1h)																					
iii) Minicoy at Lakshadeep	(4.1i)																					
iv) Backwater at Cochin	(4.1g)																					

		<p>a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (i.e.,Rs.3 X 8.00 Crores each). i.e 40% of Rs 24 Crores = Rs 9.6 crores</p> <p>(OR)</p> <p>b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost i.e 50% of 24 Crores = Rs 12 Crores</p> <p>(OR)</p> <p>c) One similar completed work costing not less than the amount equal to 80% of the estimated cost of Rs 24 crores i.e. Rs 19.2 Crores.</p>
Cl.11.1 Page-13	<p><u>EVALUATION CRITERIA:-</u></p> <p>During evaluation of Part-II i.e. Price Part, provided that the bidder submits his offer following e-tender stipulations & specifications, the overall lowest offer received shall be considered for acceptance by the Trustees.</p>	<p>For the purpose of evaluation, the lowest price offered by Techno-commercially qualified bidder in each of the Category,i.e, Part-A,Part-B,Part-C & Part-D will be selected for award of contract subject to discretion of SMPK Authority.</p>
Cl. 6 Page-12	<p><u>VALIDITY OF OFFER:-</u></p> <p>The e-tender shall remain valid for a period of 4 (four) months from the date of opening the same.</p>	<p>The offer will remain valid for two(2) year from the date of opening of tender.</p>
Cl. 37 P-30 & P-10 & 68	<p><u>Time for Completion:</u></p> <p>The work shall be commenced immediately after the date of award of the work. The time for completion of work will be 12 Months after the issuance of award of work order.</p>	<p><u>Time for Completion:</u></p> <p>The work shall be commenced immediately after the date of award of the work.</p> <p>The time for completion of work of different parts are as under from the date of issuance of award of work order :</p> <p>Part A: 4 Months</p> <p>Part B: 6 Months</p> <p>Part C : 6 Months</p> <p>Part D : 8 Months</p>

Annexure-2

SITE LOCATION CO-ORDINATES

- | | |
|--|--|
| 1.Guwahati River Front at Assam: | Lat: 26 d 11' 47.06" N Long: 091 d 45' 27.18" E |
| 2.Umrangshu Reservoir at Assam: | Lat: 25 d 30' 54.74" N Long: 092 d 43' 37.19" E |
| 3.Junglighat at Andaman & Nicobar Islands: | Lat & Long will be made available in due course. |
| 4.Tapti River in Surat at Gujarat: | Lat: 21 d 10' 12.86" N Long: 072 d 49' 51.82" E |
| 5.Nagarjunasagar Dam at Telengana: | Lat: 16 d 34' 36.64" N Long: 079 d 15' 14.10" E |
| 6.Prakasam Barrage at Telengana | Lat: 16 d 31' 10.60" N Long: 080 d 35' 54.00" E |
| 7.Backwater at Cochin | Lat: 09 d 58' 21.94" N Long: 076 d 15' 31.60" E |
| 8.Kavarati at Lakshadeep | Lat: 10 d 33' 33.55" N Long: 072 d 38' 08.93" E |
| 9.Minicoy at Lakshadeep | Lat: 08 d 16' 27.76" N Long: 073 d 02' 58.23" E |

Annexure-3

Format for Joint Bidding Agreement (in case of JV/ consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. **[Name of company]**, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. **[Name of company]**, a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which Expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(a) Syama Prasad Mookerjee port, Kolkata having its office at 15 Strand Road, Kolkata-700001(hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification-cum-Request for Proposal No.[number] dated [date] (the "RFP") for appointment of consultant for [name of assignment] (the "Consultancy").

(b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and

(c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

(a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.

(b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services ("Contract") with the Client and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;

(b) Party of the Second Part shall be [role]; and

5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.

6. Member in-charge: Without prejudice to the joint and several liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

(a) any decision (including without limitation, any waiver or consent), action, omission, Communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;

(b) consolidated invoices for the services in relation to the Consultancy performed by all the Members/Parties shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

(c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as

designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination: This Agreement shall be effective from the date hereof and shall continue in full Force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon

intimation by the Client that it has not been selected and upon return of the Earnest Money by the Client.

9. Miscellaneous : This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Institution.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation] [Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.