

**TENDER FOR CAPITAL DREDGING FOR INDIAN COAST GUARD JETTY BASIN
IN FORT KOCHI**
(T10/T-1934/2020-C)
ADDENDUM/ CORRIGENDUM NO.3

The various Clauses in the Bid Document shall stand modified as indicated in the Table given below.

Sl. No.	Reference Clause No.	Section/ Volume	Modifications
1.	Various Clauses on EMD/ Bid Security	Tender Call Notice / Letter of Bid/ Instructions to Bidders	<p><i>The various Clauses in the Tender Document regarding EMD/Bid Security stands modified to the extent indicated below.</i></p> <p>No EMD (Bid Security) shall be furnished by the bidders along with the Bid. Instead, the 'Bid Security/EMD Declaration' as per <i>Annexure-16</i> shall be furnished along with the Bid. Bids submitted with no or improper EMD Declaration shall be rejected.</p>
2.	Various Clauses on Security Deposit/ Performance Security/ Retention Money	All Sections in the Tender Document	<p><i>The various Clauses in the Tender Document regarding Security Deposit/ Performance Security/ Retention Money stands superseded by the following:</i></p> <p>Security Deposit / Performance Security, wherever indicated in the Tender Document, stands modified as @ 3% of the value of the Contract awarded or the value of the work done whichever is higher. It shall be furnished by the Contractor to the Employer, not later than 21 days for domestic bids and 28 days for international bids from the date of Letter of Acceptance or such extension of that period as may be permitted by the Engineer in writing and it shall be released to the Contractor not later than 30 days from the date of completion of Defect Liability / Warranty Period of the work. In cases where the value of work done exceeds Contract Value, Additional Security Deposit @ 3% of the excess amount shall be deducted from the RA Bills, while making the payment.</p> <p>No recovery shall be made from the RA Bills towards Retention Money. The Additional Security Deposit deducted from the RA bills, shall be released along with the Performance Security only.</p>

Sl. No.	Reference Clause No.	Section/ Volume	Modifications
3.	New Clause	Instructions to Bidders	<p><i>The following Clause is added under INSTRUCTIONS TO BIDDERS.</i></p> <p>11. Security Clearance.</p> <p>Prequalification of Bidders is subject to security clearance from Govt. of India and their Price Bids will be opened only on obtaining such security clearance.</p> <p>The Bidder shall submit detailed information as per <i>Annexure-17</i> along with their Tender for the purpose of obtaining security clearance from the Govt. of India.</p> <p>The Successful Bidder shall also be required to comply with the relevant directives of the Government of India in this respect.</p> <p>The Bid received from any Bidder may be summarily rejected on National Security consideration without any intimation thereof to the Bidder.</p>
4.	New Annexures	Annexures	<p>Two new Annexures, viz., <i>Annexure -16:Format for Bid Security / Earnest Money Deposit Declaration</i> and <i>Annexure -17: Details for Security Clearance</i> are added at the end of Annexures.</p>
5.	Clause 15 (c) (4) &(5)	Tender Call Notice	<p><u><i>The existing Clauses 15 (c) (4) &(5) shall be replaced with the following:</i></u></p> <p>In case of a Bid submitted by JV/Consortium, the Minimum Qualification Criteria EXCEPT Financial Turnover can be fulfilled collectively by the partners of the JV/Consortium. In the case of Financial Turnover, Average Annual Turnover of only those partners who have completed at least one Similar Work either costing not less than Rs. 1367 Lakhs or involving in situ dredging quantity of not less than 2.04 Lakh cu.m during last 7 years ending 30/11/2020, shall be aggregated. In cases where actual execution period of the work considered above exceeds one year, cost/quantity of such work shall be arrived at for a period of one year on pro-rata basis and the same shall be reckoned for the above purpose.</p> <p><i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender document.</i></p>

Sl. No.	Reference Clause No.	Section/ Volume	Modifications
6.	Clause 3.2.1 & Clause 3.2.2 (ix)	Instructions to Bidders	<p><i><u>The existing Clauses shall be replaced by the following:</u></i></p> <p>Clause 3.2.1 Companies / Contractors may jointly undertake contract/contracts. Each entity shall be jointly and severally responsible for completing the task as per the contract, however one of the partners shall be nominated as the Lead Partner by all the constituent firms. The firms with a <u>minimum financial contribution of 26% for JV operations as evidenced by the JV Agreement</u> shall jointly meet the Minimum Qualification Criteria.</p> <p>Clause 3.2.2(ix) One of the partners of the JV/Consortium who have completed at least one Similar Work either costing not less than Rs.1367 Lakhs or involving in situ dredging quantity of not less than 2.04Lakhcu.m during the last seven years ending 30/11/2020 shall be nominated as Lead Partner of the JV/ Consortium and shall be in charge during the bidding period and in the event of a successful bid, during contract execution and his nomination shall be evidenced by submitting Power of Attorney signed by the legally authorised signatories of all the partners.</p> <p><i>This clause shall also supersede anything to the contrary mentioned elsewhere in the Tender document.</i></p>
7.	Clause 2.30.4 Bills & Payment Schedules.	Special Conditions of Contract	<p>Clause 2.30.4 stands modified as below.</p> <p>On or before the date of expiry of the Contract Period, the Contractor shall hand over to the Employer, the basin with the specified depth of (-) 7.0m CD.</p>
8.	Clause 4.4 Page-22	Instructions to Bidders	<p>The last sentence in the 2ndpara of the existing clause shall stand modified as follows:</p> <p>Duties and Taxes:</p> <p>.....Any new taxes, levies, duties imposed after the last date of Bid submission shall be reimbursed by the Employer on production of documentary evidence.</p>
