

**TENDER FOR THE WORK OF “DREDGING FOR THE MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT
FOR THE YEAR 2021-22” (TENDER NO. T15/T-1938/2021-C)**

QUERIES RAISED BY THE BIDDERS AND CoPT’S RESPONSE THERETO

| Sl. No | Section/ Clause/ Sub Cl. No. | Pg. No. | Brief Description | Queried from Bidders | Response of CoPT |
|-------------------------------|------------------------------|---------|---------------------------|---|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| BIDDER ‘ A’ (M/s DCIL) | | | | | |
| 1 | E-TCN 19 | 9 | Integrity Pact | 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. | Integrity Pact shall be submitted in normal paper by the bidders. However, the successful bidder shall submit the same in non judicial stamp paper costing Rs.200/-. |
| 2 | ITB 3.1.iv | 16 | Power of Attorney | DCI management has approved & issued in general power of attorney to the signing authority for such cases. Hence, Employer is requested to consider the notarised copy of this General power of attorney for submission purpose instead of Power of attorney as per Annexure-2. | Not acceptable. Tender condition shall prevail. |
| 3 | GCC 9.1 (d) | 65 | Price adjustment | It is requested to consider the Fuel element factor as 0.30 instead of 0.25. | Not acceptable. Tender condition shall prevail. |
| 4 | GCC 10.6 & 10.7 | 68 | Payment & Delayed payment | <p>a) “the amount certified in each Interim Payment Certificate within 45 Days</p> <p>b) the amount certified in the Final Payment Certificate within 56 Days</p> <p>Contractor need to pay GST immediately on raising any invoice and quarterly submission of GST return will be difficult if the payments are delayed from the Employer. Hence, employer is requested to make 100% payment certified in interim and final payment certificates within 30 days and 45 days respectively.</p> <p>Also requested to include provision for payment of interest on delayed payments beyond due date @ Prime Lending Rate (PLR) of SBI plus 2%.</p> | Not acceptable. Tender condition shall prevail. |
| 5 | TS 4.4.1 | 93 | Method of | Base density of the material in hopper is considered at 1.30 | Not acceptable. Tender condition shall prevail. |

All Addendum/ Corrigendum shall form part of the Bid Document and shall be duly signed and submitted along with the Bid by the Bidder

| | | | | | |
|----|----------------|-----|--|---|---|
| | | | measurement | tonnes/cum, where amount to be paid on monthly basis shall be calculated based on average monthly mix density of the material from hopper. If there is shortfall in the base density in hopper, CoPT will proportionately release the monthly bill. Employer is requested to consider base density in hopper for monthly calculation purpose as between 1.25 to 1.30 tonnes/Cum, as it is not practicable to achieve 1.3 tonnes/ Cum in the hopper with the same insitu bulk density. | |
| 6 | TS 7.2.1 | 96 | Echosounder | <p><i>“Each Hydrographic survey shall be carried out by using Dual Frequency echo –sounder and Hull mounted Transducer.....”</i></p> <p><i>The contractor shall provide, install and operated the following survey equipment to the satisfaction of Dy. Conservator of the Port.....”</i></p> <p>Employer is requested to consider “Side mounted fixed Transducer in case of breakdown of the offered survey boat with HULL MOUNTED Transducer.</p> | Side mounted fixed Transducer in case of breakdown of the offered survey boat with HULL MOUNTED Transducer can be accepted. |
| 7 | TS 8.6.1 | 99 | Calibration of Echo sounder | Employer is requested to consider calibration of echo- sounder during 1 st day of commencement of survey and on the last day of completion of survey in each fortnight / interim survey. | Not acceptable. Tender condition shall prevail. |
| 8 | TS 8.9.4 | 100 | Sounding Lines, Grid Lines and Grid Points | In order to complete the survey fast, it is suggested to increase the survey grid interval say 100m X 50 m. | Not acceptable. Tender condition shall prevail. |
| 9 | TS 8.12.1 | 102 | Drawings / Sounding Charts | <p><i>“Separate sounding charts for high ----- and payment purpose and low frequency ----- to the Port.”</i></p> <p>Underline words may be deleted since in the scope of the contract, survey results are not related with the payment. Further, such wordings in any other areas related may also be deleted/ modified suitably.</p> | Suitably modified. Please Sl. No.2 of Addendum / Corrigendum No.3 |
| 10 | TS 8.12.3 | 102 | Drawings / Sounding Charts | Since payment is based on the minimum production of 2.00 million cum per month, therefore this clause has got no direct link for payment, hence the same may please be deleted/modified suitably. | Suitably modified. Please Sl. No.3 of Addendum / Corrigendum No.3 |
| 11 | TS 10.1 & 10.2 | 103 | Interim surveys – Penalty for non- | Employer may please note that since the contract is on Hopper quantity basis and dredging instructions are issued by CoPT from time to time; sometimes weather conditions may not permit to undertake surveys as specified by CoPT. Hence, Employer is requested that in such cases no | Tender condition shall prevail. Also refer clause 7.1.10 of Technical Specifications at Page 95 of Tender Document |

All Addendum/ Corrigendum shall form part of the Bid Document and shall be duly signed and submitted along with the Bid by the Bidder

| | | | | | |
|----|-----------|-----|---|---|--|
| | | | conducting fortnightly and weekly surveys | <p>penalty should be levied on contractor for non -conducting of weekly and fortnightly surveys.</p> <p>However, due to other than bad weather, if the contractor fails to conduct fortnightly survey as above, a penalty at the rate of Rs. 12,00,000/- per fortnightly survey or pro-rata basis may be considered.</p> <p>Similarly, due to other than bad weather, if the contractor fails to conduct weekly survey as above, a penalty at the rate of Rs. 1,00,000/- per weekly survey or pro-rata basis may be considered.</p> | Employer may consider recovery of penalty on pro rata basis provided that the failure in completion of the survey is not due to any fault of the contractor. |
| 12 | SCC 2.2.5 | 112 | Contract period extension | Employer may please note that the tender has been called for a period of one year and bidders will also be quoting accordingly considering it a one year project. However, if the contract is extended on the same terms & conditions for another period of two years, then apart from main fuel escalation no other project expenditures are considered for the extended next two years. Hence, financially it would not be feasible for contractor to continue at the same rates for another two year period. Hence, employer is requested to consider a 5% escalation of quoted rates on yearly basis in case of extension of contract period. | Not acceptable. Tender condition shall prevail. |
| 13 | SCC 2.5 | 113 | Maximum permissible dredge depths – Table A | It is proposed to carry out and maintain dredging up to the depths maintained during last month of the previous contract including extension if any. | Not acceptable. Tender condition shall prevail. |
| 14 | SCC 2.6.4 | 115 | Dredger(s) to be deployed | Contractor will try its best to arrange for alternate dredger; however Employer is requested that one month time to be given for arrangement of alternative dredger. | Not acceptable. Tender condition shall prevail. |
| 15 | SCC 2.6.7 | 116 | Dredger(s) to be deployed | Employer is requested that in case of deployment of bucket/backhoe/grab dredger as per instructions of CoPT, the same shall be deployed at additional cost and need to be paid by COPT. | Not acceptable. Tender condition shall prevail. |
| 16 | SCC 2.7.3 | 116 | Dredging Programme | Employer is requested to pay Idle time charges and to incorporate provision to quote in the ‘Schedule of Quantity’ for actual idling of the dredger due to shipping movements and other reasons that are not attributable to the contractor. | Not acceptable. Tender condition shall prevail. |
| | SCC 2.14 | 118 | Traffic | | |

| | | | | | |
|---|--|-------------------------------|---|---|--|
| 17 | SCC 2.7.1 | 116 | Dredging Programme | <p>“The performance of the dredging shall be continuously monitored and in case the expected progress of Work is not achieved, the capacity of the dredgers shall be increased as directed by the Engineer, at no extra Cost”.</p> <p>It is understood that, as far as the minimum monthly production of 2.00 Million cum is achieved by the deployed dredgers, Contractor is not required to deploy additional dredgers, please confirm.</p> | Confirmed subject to the condition as per Clause 2.6.7 of SCC at Page 116 of Tender Document |
| 18 | SCC 2.12 | 117 | Vessel related charges | Employer is requested not to levy any port related charges including the 3 rd dredger in case it is deployed and should be treated at par with the other 2 dredgers deployed. | Not acceptable. Tender condition shall prevail. |
| 19 | SCC 2.19.1 | 120 | Dredge Area clear of natural/artifi cial under water obstructions. | Employer is requested to consider the time taken for removal of such obstructions as well as cost of removal to be paid extra at actuals. | Tender condition shall prevail. |
| BIDDER ‘B’ [M/s Boskalis Smit LLP] | | | | | |
| 20 | | | Expected dredge volume | What is the expected volume to be dredged during the 12 months contract period? Please provide actual dredged volumes from the past 5 years | <p>Minimum monthly dredging output shall be 2 Million cum. Also refer 2.47.1 of SCC at Page 130 of Tender Document.</p> <p>Average annual quantity of material dredged for the past 3 years 2017-18, 2018-19 & 2019-20 is around 24.00 M. cu.m</p> |
| 21 | Clause 1.1.3.2 (Genera l conditio ns) | 40/ 175 | Commence ment Date | What is the expected Commencement Date of the Works? | Indicative expected commencement date of dredging is during second week of May 2021. Also refer clause 2.2.1 of SCC at Page 112 of Tender Document. |
| 22 | Clause 10.2 (Genera l conditio | 67/ 175 125 /17 5 | Advance Payment | Contractor requires an Advance Payment of 10 % of the Contract value for mobilisation of his equipment. Please adjust the Advance payment clause 10.2 of the general conditions and 2.34 of the specific conditions accordingly. | Not acceptable. Tender condition shall prevail. |

All Addendum/ Corrigendum shall form part of the Bid Document and shall be duly signed and submitted along with the Bid by the Bidder

| | | | | | |
|----|------------------------------------|-----------|--|--|---|
| | ns) | | | | |
| 23 | Clause 2.19 (Special conditions) | 120 /17 5 | Dredge Area clear of Natural/Artificial Under Water Obstructions . | Delays and Works which may result from detection and/or removal of any physical obstacles or obstructions and/or UXO shall be granted Extension of Time and reimbursement of costs plus reasonable profit. This also concerns reimbursement of costs plus reasonable profit for related investigations and detection methods. In no event will Contractor be held responsible to remove obstructions from the Site. Please confirm. | Not acceptable. Tender condition shall prevail. |
| 24 | Clause 2.29.2 (Special conditions) | 124 /17 5 | Bills & Payments Schedules. | In the event that any payment due under the Contract has not been made by the due date for payment, the Main Contractor shall pay interest to the Contractor calculated at the annual rate of ten (10) percentage points above the “Base Rate” of the Reserve Bank of India (RBI). The interest charges shall accrue daily from the due date until payment is received by Contractor. Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy. Please confirm. | Not acceptable. Tender condition shall prevail. |
| 25 | Clause 2.30 (Special conditions) | 124 /17 5 | Insurance | Insurance clause 2.30 (Special conditions) is too wide. It seems Contractor has to indemnify the Port of any loss due to a blockage caused by the sinking of the dredger. Insurers will only cover damage caused by negligence. Please adjust the wording of this clause accordingly. | Not acceptable. Tender condition shall prevail. |
| 26 | Clauses 2.38.2.3 | 118 /17 5 | Arbitration | Please delete Arbitration clause 2.38.2.3 as this is one sided and unfair. | Query is not clear. Tender condition for ‘Settlement of Disputes & Arbitration’ Clause as per clause 2.36 of SCC at Page No. 126 of Tender Document as amended at Sl. No. 4 of Addendum / Corrigendum No. 3 shall prevail. |
| 27 | Clause 8.0 (Special conditions) | 123 /17 5 | Work in Monsoon | Bathymetric surveys cannot be executed during the monsoon period due to expected high turbidity values during the monsoon period. Therefore, dredging works should be executed outside the monsoon period. Please confirm. | Not acceptable. Tender condition shall prevail. Also, refer sub clauses 7.1.9 & 7.1.10 under Technical Specifications at Page 95 of Tender Document. |
| 28 | Clause 12.0 | 125 /17 | Existing Services | The Employer shall be responsible for determining the exact nature of all submarine cables, pipelines and other services in the area and in the | As per Employer’s understanding there is no |

All Addendum/ Corrigendum shall form part of the Bid Document and shall be duly signed and submitted along with the Bid by the Bidder

| | | | | | |
|----|----------------------------|----|--------------------------------|---|--|
| | (Special conditions) | 5 | | proximity to the area of the Works at no costs for the Contractor. A plan showing the position of all submarine cables and services shall be submitted to the Contractor prior to the Works commencing. Please confirm. | submarine cables and pipelines passing through the dredged channels. |
| 29 | | | Bathymetric Survey Charts | Please provide most recent bathymetric survey charts in Autocad- or in x,y,z format | The following post-dredging survey charts taken from 02/05/2020 to 12/05/2020 are provided to bidders in PDF format. These charts are provided for tender purpose only and not to be shared with any other agencies. (i) Chart No. DCI/CoPT/KOC/MD/JPS-24/2020/56 dated 15/05/2020. (ii) Chart No. DCI/CoPT/KOC/MD/JPS-24/2020/57 dated 15/05/2020. (iii) Chart No. DCI/CoPT/KOC/MD/JPS-24/2020/58 dated 15/05/2020. Bidders have to sign and furnish Confidentiality and Non-Disclosure Agreement at the time of submission of the bid and the format of which is attached as Appendix-1. It is to noted that non-submission of this Agreement shall lead to rejection of bid. |
| 30 | 15.1 Possession of dredger | | Minimum qualification criteria | Why employer placing the mandatory requirement of two THSD? If contractor can assure you the efficiency of work with one THSD, will employer going to accept the same? We fully understand Employer risk on this but efficient contractor can also give efficient solution and better efficacy in work. | Deploying minimum Two dredgers continuously in the Port Channels and Basins, is a mandatory requirement of the Employer for meeting the dredging requirements of Cochin Port and hence tender condition shall prevail. Also refer Clause 2.6 of the SCC at Page 114 of Tender Document. |
| 31 | 1.6 | 44 | Contract Agreement | Request if you can clarify the costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement and connected expenses based on your past experience. | India Non Judicial Stamp paper worth Rs. 200/- is required, at present, for executing the contract Agreement. Also refer clause 9.4 of Instructions to Bidders at Page 31 of Tender Document. |

| BIDDER 'C' [M/s International Seaport Dredging Pvt Ltd.] | | | | | |
|---|--|--|--|---|---|
| 32 | | | | Layout of the proposed dredging area along with co-ordinates in PDF / AutoCAD format. | Please refer sub clause 1.1.2 under Technical specifications at Page No. 89 of the Tender Document and the attached drawings at Page 176 to 178 of the Tender Document. |
| 33 | | | | Latest Bathymetric drawing in AutoCAD format. | Please refer reply to query No. 29 above. |

**Sd/-
CHIEF ENGINEER**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(To be submitted on non judicial stamp paper of Rs. 200/-)

This Agreement is executed on this day of 2021,

BETWEEN

THE BOARD OF TRUSTEES OF COCHIN PORT TRUST, having its registered office on Willingdon Island, Cochin-682009 (hereinafter referred to as “**Employer**”/ “**Disclosing Party**”, which expressions shall unless repugnant to the context include its successors and assigns), represented by the Chief Engineer, Cochin Port Trust of the one part

AND

<Name of Tenderer/Company> whose place of business is at <Registered Address>(hereinafter referred to as the “Receiving Party”, which expression shall unless repugnant to the context include its successors and assigns), represented by, S/o aged years residing at <address> of the other part.

WHEREAS the Disclosing Party invites the Receiving Party to review its Notice Inviting Tender and propose and quote for the Tender (hereinafter referred to as the “Tender”) and the Disclosing Party may disclose Confidential Information to the other party (i.e., the “Receiving Party”) and the Receiving Party may have access to the Confidential Information of the Disclosing Party.

IT IS HEREBY AGREED AS FOLLOWS: -

1) In this Agreement the term "Confidential Information" means:

(a) all information relating to the Tender which is obtained, whether in writing, pictorially or in machine readable form in connection with the Tender, including but without limitation, charts, source codes, know-how, processes, ideas, intellectual property (irrespective of its registrability or patentability status), schematics, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, statistics, market intelligence, marketing and other business strategies and other commercial information of a confidential nature; and

(b) this Agreement and the fact that the discussions have taken or are taking place or may take place and the content of the discussions between the Parties herein; but does not include information which becomes publicly available, other than as a result of a breach of this Agreement, or becomes lawfully available to the Receiving Party from a third party free from any confidentiality restriction or any information required to be disclosed under any relevant law or any order of court.

2) The Receiving Party shall use the Confidential Information exclusively only for the purpose of Tender and not for other commercial and revenue generating purposes. The Receiving Party shall treat the Confidential Information with utmost care, and at least with the same degree of care and protection as it would use with respect to its own information.

3) The Receiving Party shall not disclose any of the Confidential Information to any person, nor shall it use the Confidential Information for any purpose other than that stated in clause 2 hereof without the prior written consent of the Disclosing Party.

4) The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system), other than for the purpose of the Tender, any Confidential

Information or any documents containing Confidential Information without the Disclosing Party's written consent.

5) The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release or other breach of this Agreement.

6) The Receiving Party shall take all necessary steps and precautions to protect the Confidential Information against any unauthorised access. The Receiving Party shall limit the use of and access to the Disclosing Party's Confidential Information to the Receiving Party's employees, subcontractors and agents involved in discussions relating to the Tender and shall cause such employees to comply with the obligations set forth herein.

7) The Receiving Party shall immediately upon request by the Disclosing Party or upon completion of Tender deliver to the Disclosing Party all material including all copies (if any) made under clause 3.

8) The Receiving Party shall not, without the written consent of the Disclosing Party, disclose to any person that any discussions or negotiations have taken or are taking place concerning the Tender nor that the Receiving Party has requested or received any Confidential Information about the Tender.

9) Both parties acknowledge that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

10) No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

11) The ownership of and the intellectual property in the Confidential Information shall vest in and belong exclusively to the Disclosing Party. The Receiving Party shall not acquire any ownership and intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with this Agreement. No representations or warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise expressly agreed to in writing. The Receiving Party shall make its own assessment of the Confidential Information and satisfy itself as to its accuracy, completeness and appropriateness for use for the Tender.

12) This Agreement shall be governed by and construed in accordance with the laws of India. Each party hereby irrevocably submits to the jurisdiction of the courts in Ernakulam.

13) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorised representative of each party. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each party on the day and year first above written.

For and on Behalf of THE BOARD OF TRUSTEES OF COCHIN PORT TRUST Signed, Sealed and Delivered by:

(Common Seal)

Signed and affixed seal of Individual firms and common seal in the presence of:

1) Signature with Address

2) Signature with Address

For and on Behalf of <Name of Tenderer/Company>

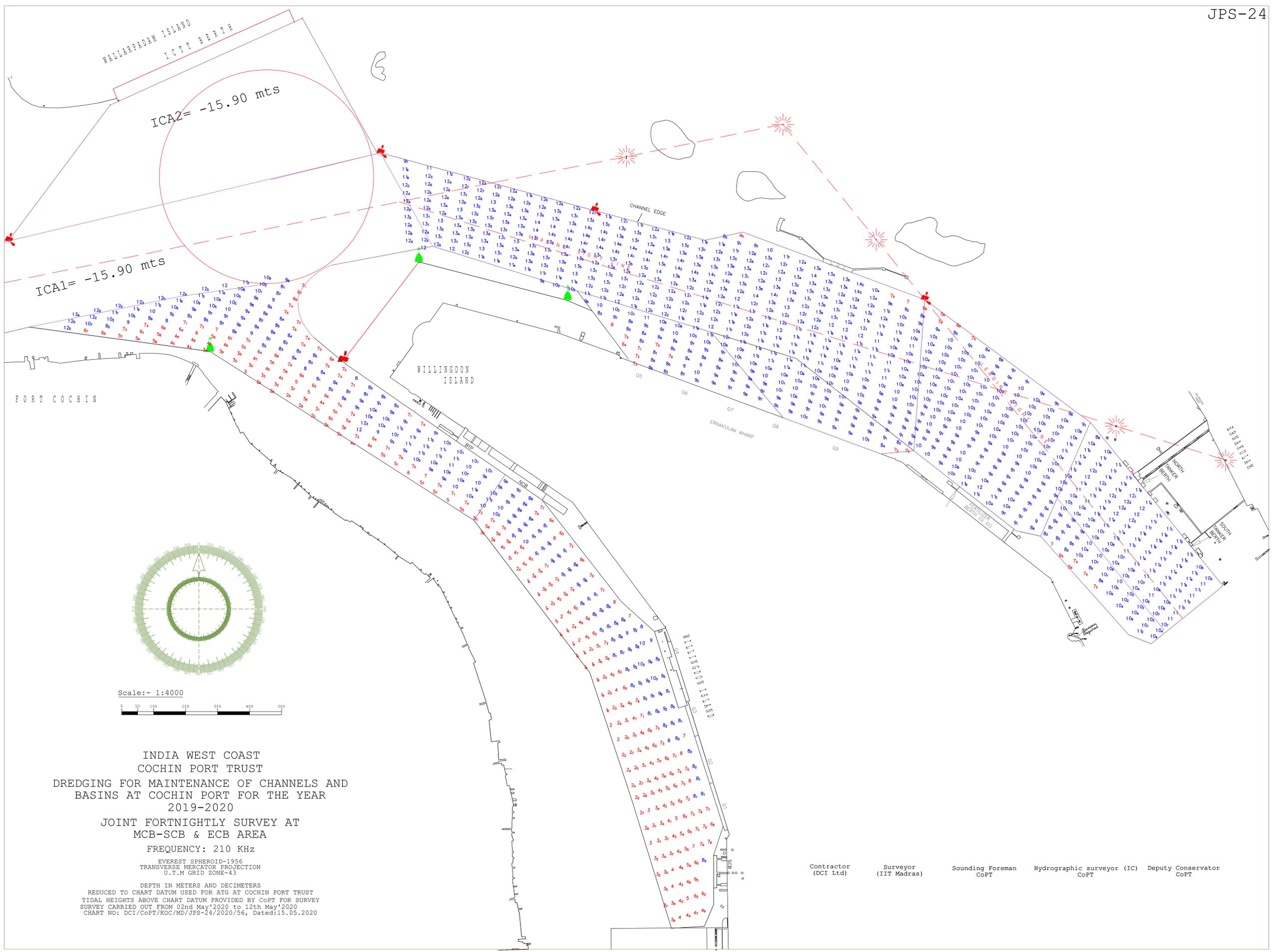
Signed, Sealed and Delivered by:

(Common Seal)

Signed and affixed seal of Individual firms and common seal in the presence of:

1) Signature with Address

2) Signature with Address



INDIA WEST COAST
 COCHIN PORT TRUST
 DREDGING FOR MAINTENANCE OF CHANNELS AND
 BASINS AT COCHIN PORT FOR THE YEAR
 2019-2020

JOINT FORTNIGHTLY SURVEY AT
 MCB-SCB & ECB AREA

FREQUENCY: 210 KHz

EVEREST SPHEROID-1956
 TRANSVERSE MERCATOR PROJECTION
 U.T.M GRID ZONE-43

DEPTH IN METERS AND DECIMETERS
 REDUCED TO CHART DATUM USED FOR AT&C AT COCHIN PORT TRUST
 TIDAL HEIGHTS ABOVE CHART DATUM PROVIDED BY CoPT FOR SURVEY
 SURVEY CARRIED OUT FROM 02nd May'2020 to 12th May'2020
 CHART NO: DCI/CoPT/KOC/MD/JPS-24/2020/56, Dated:15.05.2020

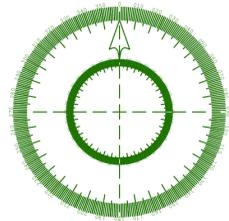
Contractor (DCI Ltd) Surveyor (IIT Madras) Sounding Foreman CoPT Hydrographic surveyor (IC) CoPT Deputy Conservator CoPT

INDIA WEST COAST
COCHIN PORT TRUST

DREDGING FOR MAINTENANCE OF
CHANNELS AND BASINS AT COCHIN PORT
FOR THE YEAR 2019-2020
JOINT FORTNIGHT SURVEY AT INNER
CHANNEL & ICTT BASIN AREA
FREQUENCY: 210KHz

EVEREST SPHEROID-1956
TRANSVERSE MERCATOR PROJECTION
U.T.M GRID ZONE-43

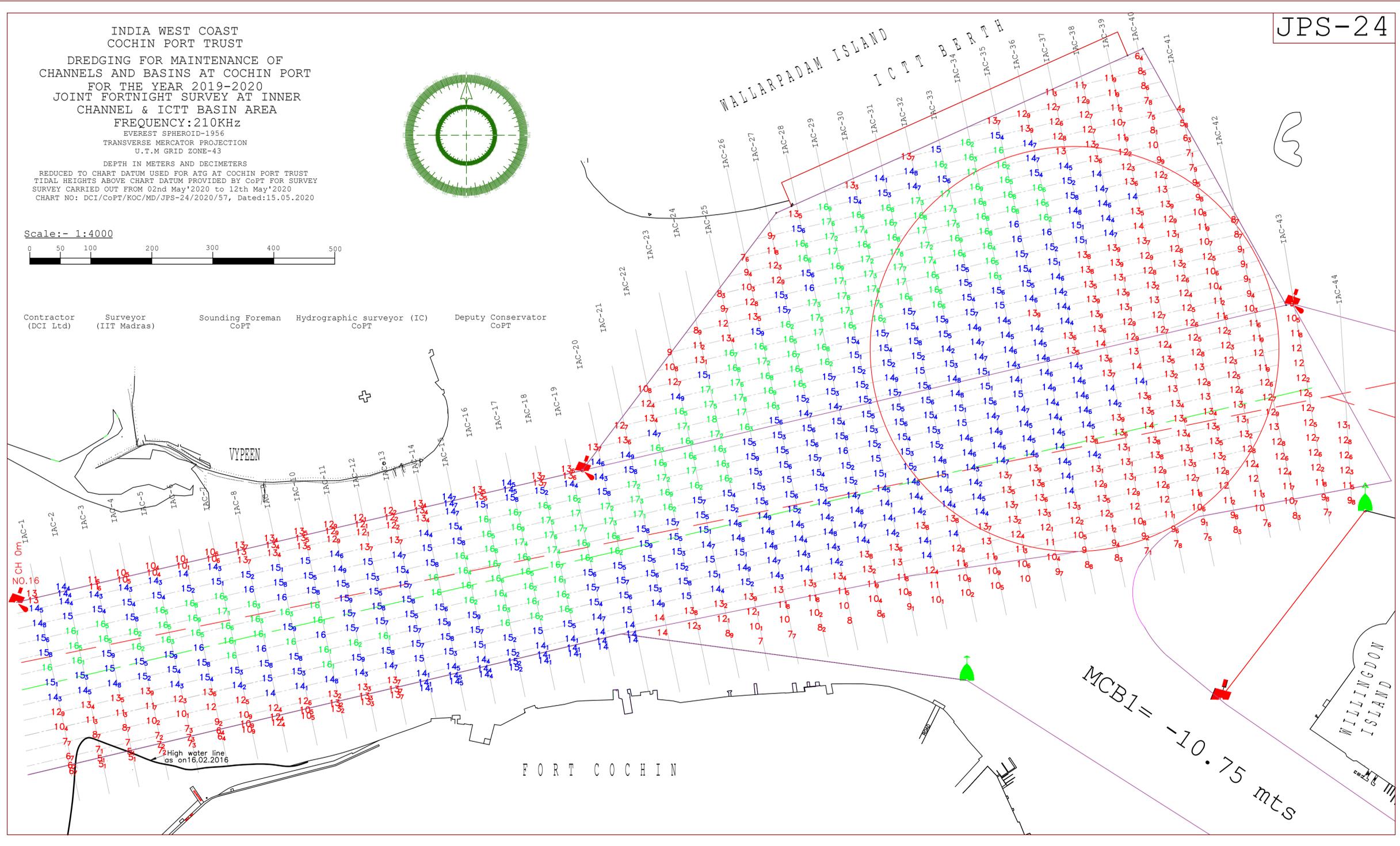
DEPTH IN METERS AND DECIMETERS
REDUCED TO CHART DATUM USED FOR ATG AT COCHIN PORT TRUST
TIDAL HEIGHTS ABOVE CHART DATUM PROVIDED BY CoPT FOR SURVEY
SURVEY CARRIED OUT FROM 02nd May'2020 to 12th May'2020
CHART NO: DCI/CoPT/KOC/MD/JPS-24/2020/57, Dated:15.05.2020



Scale:- 1:4000

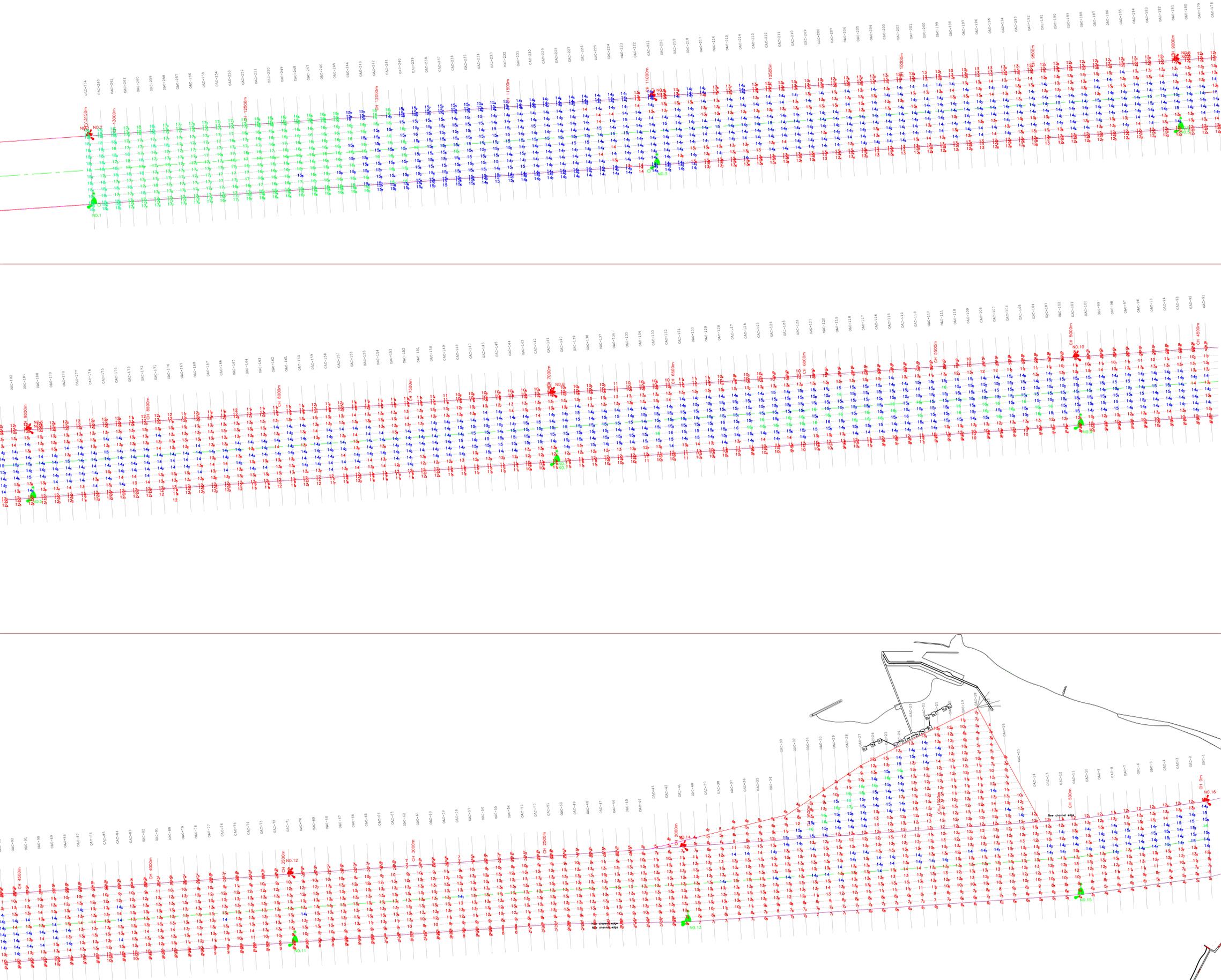


Contractor (DCI Ltd) Surveyor (IIT Madras) Sounding Foreman (CoPT) Hydrographic surveyor (IC) (CoPT) Deputy Conservator (CoPT)

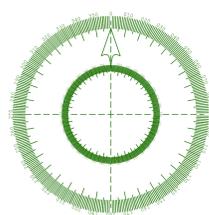


JPS-24

MCB1 = -10.75 mts



INDIA WEST COAST
 COCHIN PORT TRUST
 DREDGING FOR MAINTENANCE OF
 CHANNELS AND BASINS AT COCHIN PORT
 FOR THE YEAR 2019-2020
 JOINT FORTNIGHTLY SURVEY AT
 OUTER CHANNEL & LNG BASIN
 AREA
 Frequency:210 KHz
 EVEREST SPHEROID-1956
 TRANSVERSE MERCATOR PROJECTION
 U.T.M GRID ZONE-43
 DEPTH IN METERS AND DECIMETERS
 REDUCED TO CHART DATUM USED FOR ATG AT COCHIN PORT TRUST
 TIDAL HEIGHTS ABOVE CHART DATUM PROVIDED BY CoPT FOR SURVEY
 SURVEY CARRIED OUT FROM 02nd May'2020 to 12th May'2020
 CHART NO: DCI/CoPT/KOC/MD/JPS-24/2020/58, Dated:15.05.2020



Scale:- 1:5500



Contractor (DCI Ltd) Surveyor (IIT Madras) Sounding Foreman (CoPT) Hydrographic surveyor (IC) (CoPT) Deputy Conservator (IC) (CoPT)