

**RECORD NOTE OF ONLINE PREBID MEETING HELD ON 07-06-2021**  
**REGARDING THE TENDER FOR CAPITAL DREDGING FOR MULT JETTY**  
**BASIN AT PUTHUVYPEEN IN COCHIN PORT (Tender No. T9/T-1945/2021-C)**

The following officials of CoPT were present in the meeting.

1. Sri. Paritosh Bala, Chief Engineer
2. Sri. Joseph Alapat, Dy. Conservator
3. Sri. Sahu.S.K., FA & CAO
4. Smt. Siny Mathew, Suptdg. Engineer (Tech.)
5. Smt. Sheeja.A, Asst. Exe. Engineer (Tech.)

Representatives from the following firms were present in the meeting.

1. M/s. Adani Ports and Special Economic Zone Ltd., Ahmedabad, Gujarat
2. M/s. IMS Ship Management Pvt. Ltd., Mumbai
3. M/s. Boskalis Smit India LLP, Mumbai
4. M/s. Jan De Nul Dredging India Private Limited, Chennai
5. M/s. KSR Marine Services Pvt. Ltd., Hyderabad
6. M/s. Van Oord India Private Limited, Mumbai
7. M/s. International Seaport Dredging Pvt Ltd., Chennai
8. M/s. Dharti Dredging & Infrastructure Ltd., Hyderabad
9. M/s. Dredging Corporation of India Ltd., Visakhapatnam
10. M/s. National Marine Dredging Company

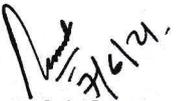
The meeting commenced at 11.45 am with Chief Engineer welcoming all the participants.

Chief Engineer informed that written queries received from some prospective bidders will be answered along with the queries raised during the meeting and the queries from other bidders will be clarified after the written queries.

Replies to the written queries and the queries raised by the representatives were given to the extent immediately possible and it was informed that the response of the department to all the queries will be shortly uploaded in the site as an Addendum/Corrigendum.

  
Chief Engineer

  
Dy. Conservator

  
FA&CAO

**TENDER FOR CAPITAL DREDGING FOR MULT JETTY BASIN AT PUTHUVYPEEN IN  
COCHIN PORT  
(T9/T-1945/2021-C)**

**BIDDERS' QUERIES AND CoPT'S RESPONSES**

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
<b>BIDDER - I</b>			
1	Tender Call Notice [Pages - 3 to 8]	The Bidder requests to include the Bidder as registered bidders for the participation in the bid.	There is no separate registration required to participate in the Bid. Bid shall be submitted online in the e-tender portal. Please refer Tender Call Notice of the Bid Document.
2	Clause 2 Tender Call Notice [Page - 3]	The Bidder requests to provide the following: 1. PAN Card Copy 2. GST Certificate Copy 3. MSME Certificate/ Declaration of Non-MSME 4. Bank Details (Cancelled Cheque or Bank Sign/ Stamped letter only)	1. Please see Addendum / Corrigendum No.5 2. Please see Addendum / Corrigendum No.5 3. MSME certificate not applicable to CoPT being non - MSME 4. Please see Addendum / Corrigendum No.5
3	Clause 1.2 Instruction to Bidders - Scope of Work [Page - 12]	ii) Disposal of dredged material to the shore adjacent to the MULT Jetty towards the backside for filling the low-lying areas using pipelines / suitable arrangement.  The Bidder requests to provide the current levels of the identified areas, drawing with indication of reclamation area, dewatering position and possible channel, soil info of reclamation area	The current levels of the areas cannot be precisely furnished. However, filling shall be done for approximately 4 to 5m height and the areas will be approximately within 1 km from the MULT jetty. The Bidder shall inspect the site and confirm the site condition. Please refer Clause 2.6 of Instructions to Bidders in this regard. [Page-13]
4	Clause 2.7 Instruction to Bidders - Scope of Work [Page - 13]	No queries/clarifications on Bid Document shall be entertained after the Pre-Bid Meeting, which will be held on 03-06-2021. The replies/clarifications/decisions shall be hosted at the Cochin Port Trust website www.cochinport.gov.in, CPP Portal and e-Tendering website.  The Bidder requests to consider period of atleast 14 days for the submission of bid after employer issue any addendum/ amendment/ corrigendum to the Bid document.	Please see Addendum / Corrigendum No. 3

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
5	Clause 4.3 Instruction to Bidders - Validity of Bid [Page - 23]	<p>The Bid shall be valid for acceptance for a minimum period of one hundred and twenty (120) days from the date of opening of Technical Bid.</p> <p>The Bidder requests to reduce the bid validity to 60 days as it will be difficult to hold identified equipment for a period of 120 days.</p>	Not Acceptable. Tender Conditions shall prevail.
6	Clause 4.14 General Conditions of Contract - Access Route [Page - 55]	<p>The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site.</p> <p>Employer is responsible to provide access route for Bidder.</p>	Not Acceptable. Tender Conditions shall prevail.
7	Clause 6.4 General Conditions of Contract - Extension of Time for Completion [Page - 60]	<p>The Contractor shall be entitled subject to Sub-Clause 16.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 7.1 [Taking Over of the Works] is or will be delayed by any of the following causes:</p> <p>(a) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,</p> <p>(b) exceptionally adverse climatic conditions,</p> <p>(c) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or</p> <p>(d) Any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other Contractors on the Site.</p> <p>The Bidder requests to consider climatic conditions and conditions caused by epidemic as a Force Majeure event and the contractor shall be entitled for additional time and cost due to the Force Majeure event.</p>	Not Acceptable. Tender Conditions shall prevail.
8	Clause 7.1 General Conditions of Contract -	<p>The Bidder requests to take over disposal area immediately after filling to agreed level.</p>	Not Acceptable Tender Conditions shall prevail

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Taking over of the Works [Page - 62]		
9	Clause 10.2 General Conditions of Contract - Advance Payment [Page - 64]	The Employer shall not make any advance payment for mobilisation of equipment or any reason whatsoever. - The Bidder requests to pay interest free Mobilization advance of 10% against BG.	Not Acceptable. Tender Conditions shall prevail.
10	Clause 10.6 General Conditions of Contract - Payment [Page - 65]	The Employer shall pay to the Contractor: a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate.  The Bidder requests to a) Replace 45 days with 15 days for Interim payments b) Payment of the amount certified in the final payment certificate within 45 days	Not Acceptable. Tender Conditions shall prevail.
11	Clause 3.1.3 Technical Specifications - Site Information [Page - 85]	The siltation in the Cochin Harbour area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the outer channel is mainly due to the phenomena of littoral drift.  (a) The Bidder requests that after the dredging is completed, and the survey is signed off by both parties, any siltation should be considered as a separate BOQ entry.  (b) The Bidder requests to provide expected Siltation in the dredging where it is open to sea.	(a) Measurement will be based on pre-dredging and post-dredging surveys. Please refer Clause 2.30 - Bills & Payments Schedules of Special Conditions of Contract.  (b) Expected Siltation at MULT area is not known. However, the average depth of expected siltation per month in the dredge area is approximately 0.75m in LNG basin area in monsoon

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		(c) The Bidder requests to provide additional/alternate reclamation area for filling to avoid siltation in dredging	season and 0.50m in non-monsoon season and that siltation in MULT Basin will be less than LNG as it is a smaller area and is located further inland from the LNG Basin. (c) Disposal of dredged material shall be carried out as per Tender Specifications.
12	Clause 6.1.5 Technical Specifications - Surveying - General [Page - 91]	It shall be the responsibility of the Contractor to obtain all licences, permits and permissions for the use of marine radios, walkie-talkies, radio positioning systems, satellite phones for the placing of onshore, offshore and underwater beacons and marker buoys, and for giving the proper statutory notices for all maritime operators. The costs of such licences, permits and notices are to be borne by the Contractor, and shall be deemed to be covered in the rate quoted in the Bid.  The Bidder requests to clarify that the Contractor shall only be responsible for securing permission for his equipment and personnel. Permissions for dredging works shall be the responsibility of the Employer.	The Employer has already secured Environmental Clearance for the work and shall arrange for Security Clearance from the Authority. However, the Contractor would be responsible for securing all others required for the execution of the work. In respect of filling with dredged sand, the Advisor (Environment), Indian Ports Association has communicated that the proposal of Port is environmentally a welcome step and not require fresh clearance and Port may go ahead with such plan.
13	Clause 12 Technical Specifications - Surveying - Dumping Area Survey [Page - 99]	Prior to commencing the work on the Site, the Contractor shall carry out survey, including sounding (joint initial survey) of the dumping area. Intermittent bathymetry survey at quarterly intervals and survey on completion of the dumping shall be done by the Contractor, for ensuring that, the shallowing of the dumping area is within the specified limits.  Land Survey can be carried out only if the disposal area is not waterlogged. The Bidder requests to provide adequate land parcel to allow ponding and water evacuation.	Survey of dumping area in sea alone need to be taken. For land filling, the dumping of dredged material shall be done as directed by the Engineer-in-Charge.
14	Clause 2.5 Special	The slope of the dredged Port Basin shall be as per slope stability analysis for the dredge area. In no case the	Tender conditions shall prevail. Slope shall be maintained as per

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Conditions of the Contract - Side Slopes [Page - 104]	dredge slope towards shore shall be steeper than 1:6 and 1:12 in other areas.  Based on the Soil data the max percentage of dredging area is silty clay. The formation of slope will be natural slope only. It may vary from 1:6.	tender conditions.
15	Clause 2.8.3 Special Conditions of the Contract - Disposal of Dredged Material [Page - 106]	Proposed location for Dredge Spoil Disposal on Shore  The Bidder requests to 1. Remove obstructions (Civil Works) of Site before commencement of Dredging. 2. Way/Access for discharge water from disposal site. 3. Identify the maximum fill height.	1. No obstructions envisaged for removal at Site before commencement of Dredging. 2. Water to be disposed to the sea / backwaters. 3. The maximum fill height shall be about (+) 4 to (+)5m.
16	Clause 2.8.4 Special Conditions of the Contract - Disposal of Dredged Material [Page - 106]	The balance of the dredged material shall be conveyed and disposed off in the specified dumping area in outer sea.  Employer to be responsible for obtaining necessary permission and environmental issues for open sea dumping.	The Employer has already secured Environmental Clearance for dumping area in the outer sea as detailed under Clause 2.8.4 of Special Conditions of the Contract. [Page - 106]
17	Clause 2.11 Special Conditions of the Contract - Berthing Facilities for Maintenance [Page - 108]	For maintenance, repairs, bunkering etc. of Contractor's floating crafts, the Employer will provide suitable berthing facilities subject to availability free of Cost to the Contractor as and when available/necessitated for a maximum period of 3 Days in a month per dredger. For the period exceeding 3 Days, if any per dredger, the berth charges shall be to the account of the Contractor at the prevailing rates in the Port. The Contractor can also avail the facility on cumulative basis subject to availability of berth. If the number of dredgers deployed for the Work is more than two at a time, then the charges towards providing berthing facilities for the additional dredger(s) shall be to the account of the	Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		<p>Contractor and shall be recovered from the Contractor's running account bills.</p> <p>Contractor has to Mobilise two different dredgers for Open Sea disposal Cl. 2.8.4 and filling of land Cl 2.8.3. The Bidder requests to consider and provide berth for two equipments at a time if required on request of the Contractor without any charges.</p>	
18	<p>Clause 2.20 Special Conditions of the Contract - Dredge Area clear of Natural/Artificial Under Water Obstructions [Page - 110]</p>	<p>The Bidder requests to provide Side Scan Sonar/ Magnetometer Survey report for understanding the seabed condition.</p>	<p>Not available. If required, the Bidder shall make his own arrangement at his own cost.</p>
19	<p>Clause 2.31.1 Special Conditions of the Contract - Damages (LD) for Delay in Completion [Page - 114]</p>	<p>In the event of failure by the Contractor to complete the execution of the work within the time stipulated in the contract, or within the period of extension if any granted by the Employer in terms thereof, the Contractor shall pay to the Employer as liquidated damages for delay in completing the work inclusive of Sundays and holidays a sum equal to 0.50% of total contract value per week or part thereof subject to maximum of 10% of the contract value.</p> <p>The Bidder requests to consider 5% of the Total Contract Value.</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>
20	<p>Clause 2.31.2 Special Conditions of the Contract - Damages (LD) for Delay in Completion [Page - 114]</p>	<p>For levying LD, the Employer is not required to have documentary evidence to quantify or prove the losses suffered by the Employer due to delay in completion of Work by the Contractor, as per Agreement conditions.</p> <p>As losses cannot be intangible, for the sake of clarity the Employer is requested to explain the statement and if possible delete it.</p>	<p>The clause is self explanatory. Tender Conditions shall prevail.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
21	Clause 2.42 Special Conditions of the Contract - Sample Collection from Dredgers [Page - 119]	Samples of the mixture in the hopper if required by the Engineer are to be collected and handed over in suitable plastic containers by the Contractor at his Cost for the purpose of testing. Sample shall be collected in the presence of Engineer's representative. If the Contractor fails to collect samples and hand over, a lump sum amount will be recovered from the Contractor and the same amount will be decided by the Engineer. The decision of Engineer in this regard shall be final and binding.  The Bidder requests to identify the number of samples.	About 6 samples per hopper shall be collected and shall vary as per the directions of the Engineer-in-Charge.
22	Clause 2.47 Special Conditions of the Contract - Variation Exceeding +/- 30% [Page - 120]	The Bidder requests to change the variation clause to a maximum of +/- 15%.	Not Acceptable. Tender Conditions shall prevail.
23	Clause 8.0 Special Conditions of the Contract - Work in Monsoon [Page - 122]	The execution of the Work entails working in the monsoon period.  The proposed dredging is not in a sheltered area and is open to the sea. Dredging and filling behind the Jetty is extremely unsafe and not recommended. The Bidder requests to relook and consider for exemptions for working in Monsoon and rough sea condition.	Not Acceptable. Tender Conditions shall prevail.
24	Clause 9.0 Special Conditions of the Contract - Contractor's Working Area [Page - 122]	The Bidder requests to provide the details of the working area by plotting in drawing of Work area.	Working area shall be near to the MULT Jetty and shall be as per the Contractor's requirement. The Bidders are requested to visit the work site to assess the requirement of actual working area.
25	Clause 12.0 Special Conditions of the Contract -	Drains, pipes, cables, overhead wires and similar services encountered in the course of the Work shall be guarded from injury by the	As per Employer's understanding, there is no submarine/ service cable passing through the proposed

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Existing Services [Page - 124]	Contractor at his own Cost .....  The Bidder requests to provide the details of the existing services in the dredging and filling area by plotting in drawing.	dredging area.
26	Fuel Price Escalation	If the prices of fuel required for execution of the work increases/decreases, compensation/recovery shall be made to/from the Contractor for such increase / decrease.  The Bidder requests to add the Fuel escalation clause in the tender as described herewith.	Not Acceptable. Tender Conditions shall prevail.
27	Standby Charges	If the Engineer In charge requests/orders for dredging work to be stopped for traffic, shipping movement, etc. then a per hour charge is to be made applicable for idling of the equipment from the moment the dredger(s) cease operations till the moment the dredger resumes operations.  The Bidder requests to add another line in the BOQ for the Standby/idling charges to be charged on a per hour rate.	Not Acceptable. Tender Conditions shall prevail.
28	Dredged volume calculation	Some area will be impossible to dredge with a TSHD in case the dredge design is not optimised (triangles) resulting in very high volumes to be reclaimed on shore.  The Bidder requests to clarify if the slope volumes are payable.	The slope volumes are payable as per tender conditions. Please refer Clause 2.5 - Side Slopes under Special Conditions of the Contract [Page - 104].
29	Siltation volumes	The Bidder requests to provide the expected siltation in m <sup>3</sup> per month in the dredge area.	Expected Siltation at MULT area is not known. However, the average depth of expected siltation per month in the dredge area is approximately 0.75m in LNG basin area in monsoon season and 0.50m in non-monsoon season and that siltation in MULT Basin will be less than LNG as it is a smaller area and is located further inland from the LNG Basin.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
30	Slopes volumes / inflow volumes	Slopes will need to be dredged with a CSD if not accessible with TSHD or natural slopes will need to be accepted by the Employer. Dredging of slopes with CSD will results in higher volumes to be reclaimed on shore.	Dredging of slopes shall be carried out as per tender conditions. Please refer Clause 2.5 - Side Slopes under Special Conditions of the Contract [Page - 104].
31	Slopes	Slopes will be natural slopes or as per design if design slopes is more gentle than natural slope	Please refer Clause 2.5 - Side Slopes under Special Conditions of the Contract [Page - 104].
32	Reclamation	The Bidder requests to clarify whether the area identified for reclamation require bund work.	Bund work may be required as per site requirement. Water logging of nearby areas to be avoided.
33	Channel depth	The Bidder requests to provide the present levels of the existing channel.	The Hydrographic survey chart is available at Appendix - III of the Bid Document.
<b>BIDDER - II</b>			
34	Dredging area	The Bidder requests to send the dimensions of the dredging area.	The four dimensions of the Jetty basin shown in Appendix - III are approximately 495m, 341m, 634m and 283m.
35	Clause 11 Tender Call Notice [Pages - 4 & 5]	Disposal of dredged material to the shore adjacent to the MULT Jetty towards the backside for filling the low lying areas using pipelines /suitable arrangement. The Bidder requests to provide maximum dumping distance for the quantities to be dumped adjacent to the MULT jetty.	The areas will be approximately within 1 km from the MULT jetty. The Bidder shall inspect the site and confirm the site condition. Please refer Clause 2.6 of Instructions to Bidders in this regard. [Page-13]
36	Clause 5.1 (j)(ii) Instruction to Bidders - Part I - Technical Bid [Page - 25]	Duly executed Power of Attorney, in the name of Bidder's authorised representative to act on behalf of the Bidder, duly authenticated by a notary public or equivalent certifying authority as per the proforma at Annexure - 3. Notary services may not be available in certain places due to COVID 19 pandemic situation. So notary should not be mandatory.	Not Acceptable. Tender Conditions shall prevail.
37	Clause 5.1 (l)(v) Instruction to Bidders - Part I - Technical Bid - Details of	In case Dredging firm do not own the Dredger and plan to execute the dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc., the	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	dredgers [Page - 26]	above firm has to pay additional performance guarantee of 5% in addition to the performance guarantee indicated in the Bid which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract.  The Bidder requests to delete this clause.	
38	Clause 6.1 General Conditions of Contract - Commencement of Work [Page - 60]	The Contractor shall commence the execution of the Work not later than the date of expiry of 30 days from the date of Letter of Acceptance. In case of the Bidder who have received the Letter of Intent, Bidder shall commence the execution of the Work not later than the date of 23 days from the date of receipt of Letter of Acceptance.  The Bidder requests to clarify this clause as the clause looks contradictory.	As per Clause 1.1.1.3 of General Conditions of Contract "Letter of Acceptance" means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents". As per Clause 1.1.1.4 of General Conditions of Contract "Letter of Intent" means intimation prior to Letter of Acceptance, issued to the Bidder whose Bid is acceptable". [Page - 41]
39	Clause 9.0 General Conditions of Contract - Variations and Adjustments [Page - 63]	No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties.  The Bidder requests to add diesel escalation clause.	Not Acceptable. Tender Conditions shall prevail.
40	Clause 10.2 General Conditions of Contract - Advance Payment [Page - 64]	The Employer shall not make any advance payment for mobilisation of equipment or any reason whatsoever.  The Bidder requests to pay Mobilization advance @ 10% of the contract value against the submission of the bank guarantee.	Not Acceptable. Tender Conditions shall prevail.
41	Clause 10.6 General Conditions of Contract - Payment [Page - 65]	The Employer shall pay to the Contractor:  a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		The Bidder requests to replace 45 days with 15 days for Interim payments. Any variation in amount to be paid can be adjusted against the next interim payment.	
42	Clause 15.1 General Conditions of Contract - Force Majeure [Page - 74]	The Bidder requests to consider work affected due to COVID 19 Pandemic as a Force Majeure.	Port Authority will follow relevant order of State Govt. / Central Govt.
43	Figure - 1 Proposed Dredging Location [Page - 84]	The Bidder requests to mark the dredging area and to provide the dimensions of the dredging area.	The dredging area can be seen in the Hydrographic Survey Chart placed at Appendix -III of the Bid Document. The four dimensions of the Jetty basin are approximately 495m, 341m, 634m and 283m.
44	Clause 2.14.1 Special Conditions of the Contract - Traffic [Page - 108]	<p>Cochin Port is an operational Port and it is to use the navigational channel for the vessels movement. When the dredging is undertaken in the basin, there will be normal vessel movement in the adjacent channel. Hence, care shall be taken to carryout the work without any hindrance to the above vessel movement during the progress of work. No claim towards any delay on this account shall be entertained by the Port.</p> <p>The Bidder requests that if the contractor is unable to complete the contract by 6 months, then the time lost due to vessel movement should be compensated for completing the balance work without imposing any LD.</p>	<p>Not Acceptable.</p> <p>Tender Conditions shall prevail.</p> <p>Port do not foresee traffic in these areas. If any reasonable delay occurs, the matter will be dealt as per tender conditions.</p>
45	Clause 2.20.1 Special Conditions of the Contract - Dredge Area clear of Natural/Artificial Under Water Obstructions [Page - 110]	To the best of the knowledge of the Employer, there are no major artificial or uncharted obstructions existing in the form of sunken wrecks of ships or Plants in the area to be dredged. However, if any obstructions like sunken buoys, barges or pontoons, small anchors, steel plates, angles, boulders, concrete pieces up to a size of 3m x 2m / 2 ton are encountered these shall be removed by the	<p>Not Acceptable.</p> <p>Tender Conditions shall prevail.</p> <p>Port do not expect any such obstructions in these areas. If any reasonable delay occurs, the matter will be dealt as per tender conditions.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		<p>Contractor at his own risk and no claim whatsoever on this account will be entertained by the Employer.</p> <p>The Bidder requests that the contractor should be paid if any artificial obstruction is removed by them and the time lost for removing the obstruction should be compensated.</p>	
46	<p>Clause 8.0 Special Conditions of the Contract - Work in Monsoon [Page - 122]</p>	<p>The execution of the Work entails working in the monsoon period. The Contractor must maintain sufficient equipment, Plant and labour force as may be required for the Work and execute the dredging &amp; render assistance for surveying according to the prescribed schedule. It is preferred that all barges shall be self propelled and capable of carrying out the work safely during monsoon.</p> <p>The Bidder requests to clarify whether Plying permissions can be obtained during monsoon period.</p>	<p>While the dumping area is outside the IV limits during the foul season. Permissions for IV crafts can be granted to proceed outside on a case by case basis subject to the condition of the craft and the competence grades of the staff operating the crafts.</p>
<b>BIDDER - III</b>			
47	<p>Clause 5.1 (l)(v) Instruction to Bidders - Part I - Technical Bid - Details of dredgers [Page - 26]</p>	<p>In case Dredging firm do not own the Dredger and plan to execute the dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc., the above firm has to pay additional performance guarantee of 5% in addition to the performance guarantee indicated in the Bid which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract.</p> <p>If the bidding entity charters the dredger from one of its Group Companies then additional performance security of 5% should be applicable or not</p>	<p>Tender Conditions shall prevail.</p> <p>If a Bidder charters the dredger from one of its Group Companies, they will still be required to provide the Additional Performance Guarantee since the two companies are separate legal entities and the fact remains that the dredger is not owned by the Bidder.</p>
48	<p>Clause 5.1 (z) Instruction to Bidders - Part I - Technical Bid</p>	<p>In case of foreign firms, the statement be given to the fact that they have no claims pending against them from any State Authority in India with respect to Income Tax, Customs Duty,</p>	<p>Tender Conditions shall prevail. Action will be taken as per law.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	[Page - 28]	Sales Tax or any other dues.  Tax disputes are common and most of the time the litigation take long time to settle. The Bidder request to clarify whether any tax dispute lead for disqualification.	
49	Clause 4.17 General Conditions of Contract - Site Facility  [Page - 56]	The Contractor shall provide and maintain a suitable office at Kochi to which the Board or its representatives may send communications and instructions.  The Bidder wants to clarify whether the Employer be able to provide office space within its premises to the Contractor free of charge.	Please refer Clause 9.0 of Special Conditions of Contract - Contractor's Work Area [Page - 122]  Port will not provide any office space to Contractor free of cost. They may however apply for allotment of land.
50	Clause 7.1 General Conditions of Contract - Taking-Over of the Works  [Page - 62]	The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractors opinion, be complete and ready for taking over.  Delay in issue of Taking-Over Certificate by Engineer should not lead to delayed release of Contractor equipment if the work is completed in satisfaction of Engineer.	Tender Conditions shall prevail.
51	Clause 2.6.3 Special Conditions of the Contract - Dredger(s) to be Deployed  [Page - 105]	Deployment of Water Injection Dredger for carrying out the Work is not allowed.  The Bidder requests to clarify the concern with deployment of Water Injection Dredger	Not Acceptable.  Tender Conditions shall prevail.
52	Clause 2.12 Special Conditions of the Contract - Vessel Related Charges  [Page - 108]	All vessel related charges including pilotage, tug, berth hire charges for dredgers will be to the account of the Employer.  The Bidder requests to add light dues and wharfage if applicable.	Not Acceptable.  Tender Conditions shall prevail.
53	Clause 9.0 Special Conditions of the Contract - Contractor's	The Bidder requests that the Employer should make sure Contractor have access to Contractor's working area 24 x 7.	Agreed, subject to Security Clearance.

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Bidders' Queries</b>	<b>CoPT's Responses</b>
	Working Area [Page - 122]		
54	Drawing	The Bidder requests to provide the survey drawing in AutoCAD format.	Survey drawing in AutoCad format will be provided to the Successful Bidder only.
55	Interface	The Bidder requests to confirm there will not be any interface with any other contractor in the area.	Though maintenance dredging is being carried out little away from this area, not much interface is expected.
56	Environmental Clearance	The Bidder requests to provide the copy of Environmental Clearance to understand what mitigation Contractor need to undertake while dredging.	Please see Addendum / Corrigendum No. 5 In respect of filling with dredged sand, the Advisor (Environment), Indian Ports Association has communicated that the proposal of Port is environmentally a welcome step and not require fresh clearance and Port may go ahead with such plan.
<b>BIDDER - IV</b>			
57	Clause 1 Tender Call Notice [Page - 3]	Last date and time of bid submission 15/06/2021 The Bidder requests 2 weeks extension for submission of the Bid due to the various lockdowns in place.	Please see Addendum / Corrigendum No.3
58	Clause 5.1 (l)(v) Instruction to Bidders - Part I - Technical Bid - Details of dredgers [Page - 26]	In case Dredging firm do not own the Dredger and plan to execute the dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc., the above firm has to pay additional performance guarantee of 5% in addition to the performance guarantee indicated in the Bid. The Bidder requests to confirm if the dredger deployed is from within the Group of the bidder, no additional security would be required.	Tender Conditions shall prevail. If a Bidder charters the dredger from one of its Group Companies, they will still be required to provide the Additional Performance Guarantee since the two companies are separate legal entities and the fact remains that the dredger is not owned by the Bidder.
59	Clause 6.1 General Conditions of Contract - Commencement	The Contract period (6 months) of dredging work shall be from the date of expiry of 30 days from the date of Letter of Acceptance Or date of actual commencement of Work whichever is	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	of Work [Page - 60]	earlier. Immediately after receipt of Letter of Acceptance, Contractor shall prepare the application for the required security clearances for the vessels. Contractor has no control over the duration of the application. Kindly consider that Contract period shall start from the date when security clearances are in place.	
60	Clause 6.10 General Conditions of Contract - Prolonged Suspension [Page - 62]	If the suspension under Sub-Clause 6.8 [Suspension of Work] has continued for more than 84 Days, the Contractor may request the Engineer's permission to proceed.  The project duration is only 6 months hence 84 days is too long a period. The Bidder requests to replace by 30 days.	Not Acceptable. Tender Conditions shall prevail.
61	Clause 9.0 General Conditions of Contract - Variations and Adjustments [Page - 63]	No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties  The Bidder requests to include fuel escalation clause	Not Acceptable. Tender Conditions shall prevail.
62	Clause 10.6 General Conditions of Contract - Payment [Page - 65]	The Employer shall pay to the Contractor: a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate.  The Bidder requests to a) Replace 45 days with 30 days for Interim payments b) Payment of the amount certified in the final payment certificate within 45 days	Not Acceptable. Tender Conditions shall prevail.
63	Clause 10.7 General	In case of delayed payment, the same to be paid along with Interest.	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Conditions of Contract - Delayed Payment [Page - 65]		
64	Clause 2.8.3 Special Conditions of the Contract - Disposal of Dredged Material [Page - 106]	<p>A portion of the dredged material shall be conveyed and disposed off in the specified disposal area on the shore adjacent to the MULT Jetty ....</p> <p>The Bidder requests to clarify the criteria to determine if the dredged soil is to be disposed off onshore or offshore</p>	It has been considered that shore adjacent area dredged materials will be disposed on shore.
65	Clause 2.14.2 Special Conditions of the Contract - Traffic [Page - 109]	<p>The Employer shall not be responsible for any inconvenience, losses or delays to the Contractor arising due to the priority not being given to their floating craft for moving about within Port limits as per decision of the Employer.</p> <p>There is no provision for the idle time charges in the tender. Standard clause on payment of idle time charges may be incorporated in the tender with a provision to quote the rates in the bill of quantity.</p>	<p>Not Acceptable.</p> <p>Tender Conditions shall prevail.</p> <p>If any reasonable delay occurs, the matter will be dealt as per tender conditions.</p>
<b>BIDDER - V</b>			
66	Clause 1 Tender Call Notice [Page - 3]	<p>Last date and time of submission of bid : 15.30 Hrs on 15/06/2021</p> <p>The Bidder requests 2 weeks extension for submission of the Bid due to the delay in site inspection during present Lockdown period and pandemic situation.</p>	Please see Addendum / Corrigendum No.3
67	Clause 17 (b) (3 & 4) Tender Call Notice [Pages - 6 & 7]	<p>3. The experience certificate of works executed in private sectors/ organizations shall be considered for qualification, only on submission of TDS certificate along with work order and completion certificate, if work is executed in India.</p> <p>4. Satisfactory Client/ Owner's Certificate or documentary proof shall be submitted in support of the assignments / works performed and</p>	Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		<p>claimed by the Bidder to fulfill the eligibility criteria for qualification.</p> <p>Since KSR Marine Services have executed few Dredging &amp; Reclamation Projects in marine environment at Maldives, Republic of Maldives since 2016, kindly consider work completion certificates of those works executed in Maldives for qualification.</p>	
68	<p>Clause 5.2</p> <p>Instruction to Bidders - Submission of Bids through e-tender mode [Page - 28]</p>	<p>Price Bid (Schedule of Quantities) in the provided format is to be submitted through e - tendering mode only on <a href="http://www.tenderwizard.com/">www.tenderwizard.com/</a> COPT before 15.00 Hrs on 15-06-2021. Price Bid in hard copy shall not be submitted.</p> <p>Format of Schedule of Quantities (BOQ) is not found along with downloadable Tender Documents. Bidder requests to provide the same for their reference in order to know items delineated there in.</p>	<p>Schedule II - Price Bid in PDF format is available in CoPT website and in the CPP Portal. However, the same is attached as Appendix - VII for ready reference. Please see Addendum / Corrigendum No.5</p>
69	<p>Clause 9.0</p> <p>General Conditions of Contract - Variations and Adjustments [Page - 63]</p>	<p>No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties</p> <p>The Bidder requests to include standard escalation clause for fuel price variation as the contract value is more than Rs.5 Cr and fuel factor is around 30% and hike in fuel price is unpredictable these days.</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>
70	<p>Clause 10.2</p> <p>General Conditions of Contract - Advance Payment [Page - 64]</p>	<p>The Employer shall not make any advance payment for mobilisation of equipment or any reason whatsoever.</p> <p>As upfront mobilization cost is very high, the Bidder requests to pay 10% of contract value as mobilization advance against BG and recovered through RA bills on EMIs basis to ease their cash flow during execution of the project.</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>
71	<p>Clause 2.2.1</p> <p>Special Conditions of the Contract - Contract Period</p>	<p>The contract period of dredging work shall be 6 months from the date of expiry of 30 days from the date of issue of Letter of Acceptance or date of actual commencement of work</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	[Page - 104]	<p>whichever is earlier.</p> <p>The Bidder states that the period of six months is not sufficient since huge quantity is involved and more than two dredgers cannot be deployed due to space constraints. So the Bidder requests to provide at least 10 months time for completing the project.</p>	
72	<p>Clause 2.20.1 Special Conditions of the Contract - Dredge Area clear of Natural/Artificial Under Water Obstructions [Page - 110]</p>	<p>To the best of the knowledge of the Employer, there are no major artificial or uncharted obstructions existing in the form of sunken wrecks of ships or Plants in the area to be dredged. However, if any obstructions like sunken buoys, barges or pontoons, small anchors, steel plates, angles, boulders, concrete pieces up to a size of 3m x 2m /2 ton are encountered these shall be removed by the Contractor at his own risk and no claim whatsoever on this account will be entertained by the Employer. The Contractor is not entitled to an extension of time or an adjustment of contract price for such obstructions to be removed or can be removed by the dredging equipment. The Employer's decision in this regard shall be final and binding on the Contractor.</p> <p>As underwater obstruction are unpredictable and hinder the dredging operations for more than expected because delay in engaging divers and arranging proper tools for removing those obstructions. In case dredgers are idle more than 1-day in removing any underwater obstructions as stated in the clause, appropriate compensation and extension of time for the loss time shall be considered.</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p> <p>Usually do not expect any such obstructions in these areas. If any reasonable delay occurs, the matter will be dealt as per tender conditions.</p>
73	<p>Clause 2.30.1 Special Conditions of the Contract - Bills &amp; Payments Schedules</p>	<p>The bill for payment shall be prepared based on the approved sounding charts and as per the Contract conditions. Bills shall be presented by the Contractor every month based on differential sounding along with detailed quantity calculations. Based</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	[Page - 113]	<p>on the agreed Pre-dredging soundings taken before commencing the work and the sounding taken for the month, the quantity of Capital Dredging achieved during the month shall be calculated. The bills presented by the Contractor not fulfilling the above conditions will be rejected. Payment for the qualified bill will be paid within 30 Days of presentation of the bill. Recoveries if any for the services rendered by the Employer will be made from the advance payment released to the Contractor. Any delay in release of the above advance shall not be considered as delayed payment attracting financial charges.</p> <p>The Bidder requests to consider Interim payments for the qualified bill shall be paid with 14 days instead of 30 days in order to meet / ease their cash flow.</p>	
<b>BIDDER - VI</b>			
74	Clause 5.1 (l)(v) Instruction to Bidders - Part I - Technical Bid - Details of dredgers [Page - 26]	<p>In case Dredging firm do not own the Dredger and plan to execute the dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc., the above firm has to pay additional performance guarantee of 5% in addition to the performance guarantee indicated in the Bid.</p> <p>(a) The Bidder requests to confirm additional performance guarantee of 5% is not required if the Dredger(s) belong(s) to their Parent Company.</p> <p>(b) The Bidder also request clarification that the additional performance guarantee is not required for smaller auxiliary equipment like grab dredgers and other craft which we may hire locally.</p>	<p>Tender Conditions shall prevail.</p> <p>(a) If a Bidder charters the dredger from one of its Group Companies, they will still be required to provide the Additional Performance Guarantee since the two companies are separate legal entities and the fact remains that the dredger is not owned by the Bidder.</p> <p>(b) For grab dredgers, additional performance guarantee of 5% is required. For other smaller auxiliary equipments like survey boats / work boats etc., additional performance guarantee of 5% is not required.</p>
75	Clause 10 Instruction to Bidders -	Prequalification of Bidders is subject to security clearance from Govt. of India and their Price Bids will be opened only on obtaining such	Not Acceptable. Tender Conditions shall prevail

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Security clearance [Page - 35]	security clearance.  The Bidder states that the procedure of obtaining security clearance is taking very long time. Deendayal Port received security clearance after 8 months, Mumbai Port for second chemical berth dredging received the security clearance after 6 months. Considering the above the Employer is requested to make this bid submission in two stages. Stage 1 - Technical submission and Stage 2 - Price submission of only firm technical qualified and security cleared firm. This will enable the Bidder to get some more valuable time to prepare a competitive financial offer.	
76	Clause 1.1.5.2 General Conditions of Contract - Works & Goods [Page - 43]	"Goods" means Contractor's Equipment and Temporary Works, or any of them as appropriate.  The Bidder requests the Employer to exclude the Dredgers from the definition of Goods.	Tender Conditions shall prevail.
77	Clause 4.9 General Conditions of Contract - Site Data [Page - 53]	The Bidder requests the Employer to give AUTOCAD Drawing and XYZ data of the Appendix III - Hydrographic Survey Chart	AUTOCAD Drawing will be provided to the Successful Bidder only.
78	Clause 6.10 General Conditions of Contract - Prolonged Suspension [Page - 62]	If the suspension under Sub-Clause 6.8 [Suspension of Work] has continued for more than 84 Days, the Contractor may request the Engineer's permission to proceed.  The Bidder requests to amend 84 days to 30 days.	Not Acceptable. Tender Conditions shall prevail.
79	Clause 9.0 General Conditions of Contract - Variations and Adjustments [Page - 63]	No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties.  The Bidder requests to add at the end of the sentence "and any change in volumes as recorded during the joint pre dredge survey".	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
80	Clause 11.2 General Conditions of Contract - Termination by Employer [Page - 67]	<p>After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made on behalf of the Contractor.</p> <p>In accordance with this clause in case of termination the Employer intent to use the GOODS ( which also included dredger). Due to international marine legal regulations of operating a dredger it is not practical to use the Contractor equipment by Employer/ other entities appointed by the Employer to complete the remaining of the work. The Bidder requests to delete all reference to use of contractors equipment from the sub-clause.</p>	Tender Conditions shall prevail.
81	Clause 12 General Conditions of Contract - Cessation of Work and Removal of Contractor's Equipment [Page - 69]	The Bidder submit that the statutory reequipment doesn't allow the dredger to be left behind at the site.	Tender Conditions shall prevail.
82	Clause 15.6 General Conditions of Contract - Optional Termination, Payment and Release [Page - 75]	<p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Sub-Clause 15.2 [Notice of Force Majeure], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 12 [Cessation of Work and Removal of Contractor's Equipment]. The Bidder requests to amend 84 days to 30 days and 140 days to 42 days.</p>	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
83	Clause 6.2.2.1 (ii) & (iv) Technical Specifications - Echo Sounder [Page - 92]	(ii) Dual frequency echo sounder systems capable of store data in HYPACK software survey program as EC2 Records. These records contain the Device Number, the Time tag, and the High and Low frequency depths. (iv) Hypack software installed computers, printers and other accessories - 2 Nos.  The Bidder requests to allow also hydrographic similar to HYPACK such as PSD 2000 or similar	Software which has all the features as in HYPACK software is acceptable.
84	Clause 6.2.2.2 Technical Specifications - Echo Sounder [Page - 92]	The sounding chart shall be prepared based on cell average depth available from the sounding and also based on the Hypack software program originally designed for Cartographic selection.  The Bidder requests to allow also hydrographic similar to HYPACK such as PSD 2000 or similar	Software which has all the features as in HYPACK software is acceptable.
85	Clause 2.6.3 Special Conditions of the Contract - Dredger(s) to be Deployed [Page - 105]	Deployment of Water Injection Dredger for carrying out the Work is not allowed.  The Bidder requests to delete the sub-clause since Water Injection Dredger is a very useful tool to reduce the over dredging and optimise the production of the Hopper which in turn results in very competitive offer.	Not Acceptable. Tender Conditions shall prevail.
86	Clause 2.47 Special Conditions of the Contract - Variation Exceeding +/- 30% [Page - 120]	As the variation of 30% is very high, the Bidder requests to reduce the same to +/- 15%	Not Acceptable. Tender Conditions shall prevail.
87	Clause 8.0 Special Conditions of the Contract - Work in Monsoon [Page - 122]	The execution of the Work entails working in the monsoon period. ... Allowing dump barges will be conditional at the discretion of the Dy. Conservator of the Port. No claims of what so over shall be acceptable in case of denial of permission for any dump barges....	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		The Bidder requests to delete this clause as surveying will be a challenge during monsoon due the floating silt material and allowing dump barges will be conditional at the discretion of the Dy. Conservator of the port and it is not possible to price such uncertainty.	
88	Clause 3.3 General Conditions of Contract - Instructions of the Engineer [Page - 50]	The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract and no claim of any sort shall be made for deviating from the original dredging programme.  The Bidder states that additions seems very onerous.	Tender Conditions shall prevail.
89	Fuel Escalation	As the security clearance of the firm can take anything from 6 to 8 months and the execution period is 6 months, the Bidder requests to consider fuel escalation clause as the price of the fuel is rapidly changing.	Not Acceptable. Tender Conditions shall prevail.
90	Clause 18.1 Technical Specifications - Navigation - General [Page - 100]	Certain area within the proposed dredging area will be in use and it shall be kept free from the equipment related to the dredging operations till specifically authorized by the Engineer.  The Bidder requests to clearly define the 'certain areas' that required specific authorization for dredging operations by the Engineer.	The entire dredging area will be handed over to the Contractor. The Contractor should not extend any work / equipment outside the area as there are shipping operations in the adjacent channel. However, we do not envisage any operation in any part of that dredging area until the completion of the dredging.
91	Clause 2.7 Special Conditions of Contract - Dredging Programme [Page - 105]	(a) 2.7.1 "...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."  The Bidder requests to delete this.  (b) 2.7.2 During the progress of dredging, due to requirement of shipping or for any other reasons, if it is so required by the Dy. Conservator/ Engineer, the Contractor shall undertake dredging in any other area than programmed	(a) 2.7.1 Not Acceptable. Tender Conditions shall prevail.  (b) 2.7.2 Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		<p>earlier, in the basin as instructed and no claim of any sort shall be made for deviating from the original dredging programme.</p> <p>The Bidder requests to delete this.</p> <p>(c) 2.7.3 No claim shall also be entertained by the Port on account of delay due to shipping movements, due to restriction by Indian Navy on account of firing exercise or for similar reasons.</p> <p>The Bidder requests to provide duration indications of possible restrictions on account of firing exercise or for similar reasons by Indian Navy.</p> <p>(d) The Bidder states that whole set of conditions seems one sided and Employer has included LD's for delay in the contract.</p>	<p>(c) 2.7.3 CoPT do not envisage any delays on this account.</p> <p>(d) Eligible extension of Contract Period will be granted, subject to Clauses 6.5 and 6.4 under General Conditions of Contract (Pages - 60, 61).</p>
92	Clause 9.1 Special Conditions of Contract - Contractor's Working Area [Page - 122]	<p>The area as available with the Employer shall be allowed to the Contractor as Work Area.</p> <p>The Bidder requests to clarify whether all the side slopes are part of Employers work area (as side slopes might infringe in private or other property (Clause 13.0 at page 124). Employer to define 'Site' including other properties if affected by the works.</p>	All the side slopes are part of Employers work area.
93	Appendix - II Site investigation data	The Bidder requests to provide soil information from the dredge area / site investigation data.	<p>Extract of Geo-Technical Investigation Details of the dredge area is available at Appendix - II of the Bid Document.</p> <p>Also Please see Addendum / Corrigendum No. 5.</p>
<b>BIDDER - VII</b>			
94	Clause 1.1 Instruction to Bidders - General	As the construction of MULT Jetty has been completed and the storage tank farms is under construction by IOCL, the only work left back before commissioning the Project is the	Port do not foresee traffic in these areas.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	[Page - 12]	Capital Dredging of the MULT Jetty basin. The Bidder requests to clarify whether the contractor to foresee any vessel traffic in the MULT jetty during the capital dredging works.	
95	Clause 1.1 Instruction to Bidders - General [Page - 12]	The site for dredging is on the Puthuvypeen area of the Cochin Port and located close to the LNG Jetty operated by M/s Petronet LNG Ltd. The Bidder requests to clarify whether during LNG transfer operations, should an exclusion zone of certain diameter (in meters) to be maintained during dredging works.	Generally the area is beyond exclusion zone.
96	Clause 3.13 & 4.3 Instruction to Bidders - Validity of Bid [Pages - 21 & 23]	The Bidder shall keep his offer valid for acceptance up to 120 days and to abide by all the conditions of the Employer's Bid Document .... The Bid shall be valid for acceptance for a minimum period of one hundred and twenty (120) days from the date of opening of Technical Bid. The Bidder requests to limit the validity to 90 days as it would be difficult to keep vessels waiting for order for such long period.	Not Acceptable. Tender Conditions shall prevail.
97	Clause 4.1.2 Instruction to Bidders - Pricing of Bid [Page - 22]	Any increase or decrease in any such taxes/duties after the date of Bid shall be debited or credited to the Employer upon satisfactory proof of payment thereof or decrease thereon. The Bidder requests to clarify that any increase or decrease in any taxes/duties, or imposition of any new taxes, levies, duties imposed after 15 days prior to date of technical bid submission shall be reimbursed by the employer upon satisfactory proof of payment thereof.	Not Acceptable. Tender Conditions shall prevail.
98	Clause 5.1 (l)(v) Instruction to Bidders - Part I - Technical Bid - Details of dredgers [Page - 26]	In case Dredging firm do not own the Dredger and plan to execute the dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc., the above firm has to pay additional performance guarantee of 5% in addition to the performance	Tender Conditions shall prevail. If a Bidder charters the dredger from one of its Group Companies, they will still be required to provide the Additional Performance Guarantee since the two

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		<p>guarantee indicated in the Bid.</p> <p>The Bidder requests to confirm additional performance guarantee of 5% is not required if the Bidder offers the dredger from his Parent/Group companies.</p>	<p>companies are separate legal entities and the fact remains that the dredger is not owned by the Bidder.</p>
99	<p>Clauses 1 &amp; 5.2</p> <p>Tender Call Notice &amp; Instruction to Bidders - Submission of Bids through e-tender mode</p> <p>[Pages - 3 &amp; 28]</p>	<p>Last date and time of bid submission 15/06/2021.</p> <p>....before 15.00 Hrs on 15-06-2021</p> <p>The Bidder requests to extend Bid submission date to 30-6-2021 since most of their officials are working from Home and there are difficulties in compiling all the required information for submission of bid.</p>	<p>Please see Addendum / Corrigendum No.3</p>
100	<p>Clause 5.3.1</p> <p>Instruction to Bidders - Submission of details in sealed cover</p> <p>[Page 28]</p>	<p>The Bidder shall submit duly signed original "Pre-Contract Integrity Pact" to be executed between the Bidder and Cochin Port Trust for the Work, Original DD / Pay Order / Banker's Cheque towards the cost of Bid Document, EMD Declaration, Power-of-Attorney, if applicable, ..... on or before the time and the day notified in the Table of TCN. The above document in original can be brought either in person or sent by registered post/ courier.</p> <p>Since the copies of these documents would be uploaded, the Bidder requests to submit these originals within 7 days after bid closing.</p>	<p>Originals shall be submitted within 4 (four) days after bid due date.</p> <p>Please see Addendum / Corrigendum No. 5</p>
101	<p>Clause 1.12 (b)</p> <p>General Conditions of Contract - Compliance with Laws</p> <p>[Page - 47]</p>	<p>The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise:</p> <p>(b) the Contractor shall give all notices, pay all taxes, duties, and fees, and obtain all permits, licenses, and approvals, as required by the Laws in relation to the execution and completion of the Works...</p> <p>The Bidder requests to clarify that the Contractor would be responsible for securing permits for his equipment and manpower, whereas the Employer would be responsible for</p>	<p>The Employer has already secured Environmental Clearance for the work and shall arrange for Security Clearance from the Authority. However, the Contractor would be responsible for securing all others required for the execution of the work.</p> <p>In respect of filling with dredged sand, the Advisor (Environment), Indian Ports Association has communicated that the proposal of Port is</p>

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Bidders' Queries</b>	<b>CoPT's Responses</b>
		securing the permits for the works.	environmentally a welcome step and not require fresh clearance and Port may go ahead with such plan.
102	Clause 6.5 General Conditions of Contract - Delays caused by Authorities [Page - 61]	The Bidder requests to clarify that in case of such delays, in addition to the extension of time for completion, the additional cost incurred by the Contractor is payable by the Employer.	Please see Addendum / Corrigendum No. 6
103	Clause 6.10 General Conditions of Contract - Prolonged Suspension [Page - 62]	If the suspension under Sub-Clause 6.8 [Suspension of Work] has continued for more than 84 Days, the Contractor may request the Engineer's permission to proceed.  The Bidder requests to replace 84 days with 30 days.	Not Acceptable. Tender Conditions shall prevail.
104	Clause 7.1 General Conditions of Contract - Taking over of the Works [Page - 62]	The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Contractor's opinion, be complete and ready for taking over.  The Engineer shall, within 28 Days after receiving the Contractor's application ... The Bidder requests to replace 14 days and 28 days with 7 days.	Not Acceptable Tender Conditions shall prevail
105	Clause 8.1 General Conditions of Contract - Performance Certificate [Page - 62]	Engineer shall issue the Performance Certificate within 45 days of Contractor's notice or 15 days from the date of issuing 'Taking Over Certificate' whichever is later.  The Bidder requests to issue Performance Certificate by Engineer within 7 days of issue of taking over certificate and notice by the Contractor since there is no defect liability and no performance obligation would be pending after issue of Taking over certificate.	Not Acceptable. Tender Conditions shall prevail.
106	Clause 9.0 General Conditions of Contract -	No Price Variation will be applicable in this contract except due to change in legislation to the taxes and duties.  The Bidder requests that the in	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Variations and Adjustments [Page - 63]	addition to change in legislation, the contract price shall be adjusted due to variation in price of main fuel to be used on board the dredger considering the fuel factor as 0.25.	
107	Clause 10.2 General Conditions of Contract - Advance Payment [Page - 64]	The Employer shall not make any advance payment for mobilisation of equipment or any reason whatsoever.  The Bidder requests that 10% of the Contract price be paid as advance against BG to meet the cash flow requirement of the Project.	Not Acceptable Tender Conditions shall prevail
108	Clause 10.6 General Conditions of Contract - Payment [Page - 65]	The Employer shall pay to the Contractor: a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate.  The Bidder requests to a) Replace 45 days with 28 days b) Replace 56 days with 30 days	Not Acceptable. Tender Conditions shall prevail.
109	Clause 10.7 General Conditions of Contract - Delayed Payment [Page - 65]	The Bidder requests to clarify that financing charges to SBI Prime lending rate shall be applicable for all the delayed payments.	Not Acceptable. Tender Conditions shall prevail.
110	Clause 10.8 General Conditions of Contract - Retention Money/ Security Deposit [Page - 65]	Retention Money shall be deducted from each running bill @ 5% subject to a maximum accumulation of 5% of contract price. Retention Money shall be refunded within 14 days from the date of payment of final bill. The Bidder requests to consider BG in place of deduction from the bills. The Bidder also requests to return the retention money within 7 days from the date of issue of Taking over Certificate since there is no defect	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		liability period and also no performance obligations would be pending after issue of taking over certificate.	
111	Clause 11.2 General Conditions of Contract - Termination by Employer [Pages - 67 & 68]	.... However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment....  The Bidder claims that the dredging plant cannot be sold by the Employer.	Tender Conditions shall prevail.
112	Clause 11.5 General Conditions of Contract - Employer's Entitlement to Termination [Page - 68]	The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor.  The Bidder claims that in case of termination of Contract for Employer's convenience, in addition to the payments as per Sub-Clause 15.6, the Contractor should be paid 10% of the remaining value of work.	Not Acceptable Tender Conditions shall prevail
113	Termination of Contract by the Contractor due to default of the Employer.	The Bidder requests to include a clause on Termination of Contract by the Contractor , if the Employer fails to make payment as per the Contract or in breach of the Contract conditions and not rectified the breach within 15 days from the default Notice.  In case of termination of Contract due to default by the Employer, the amount payable to the Contractor shall be as per sub-clause 15.6 plus 20% of value of balance work left at the time of termination.	Not Acceptable Tender Conditions shall prevail
114	Clause 13.3 General Conditions of Contract - Defined Risks [Page - 70]	The Bidder requests to include the following as Employer's Risks in line with FIDIC conditions of contract applicable for Dredging and Reclamation works. <ul style="list-style-type: none"> <li>• Use or occupation by the Employer of any part of the Works except as may be specified in the Contract,</li> <li>• Suspension of work unless it is attributable to any failure of the</li> </ul>	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		<p>Contractor.</p> <ul style="list-style-type: none"> <li>• Any failure of Employer or the Engineer.</li> <li>• Physical obstructions or physical conditions on the site during the performance of works, which obstructions or conditions were not reasonably foreseeable by an experienced contractor and which the contractor has immediately notified to the Engineer</li> <li>• Climatic Conditions more adverse than specified in the tender.</li> <li>• Any delay or disruption caused by any variation.</li> <li>• Damage which is unavoidable result of the Contractor's obligation to execute the work</li> <li>• Any delay or disruption caused by one or more third parties in the vicinity of the project and in relation to the project during the performance of works.</li> </ul>	
115	<p>Clause 4.1 Technical Specifications - Scheduling of Works - General [Page - 89]</p>	<p>However, during the course of dredging due to requirement of shipping or for any other reasons if it is so required by the Dy. Conservator/Chief Engineer, the Contractor shall undertake dredging in any other area than previously planned, in the berth frontage as instructed and no claim of any sort shall be made for deviating from the original dredging plan.</p> <p>The Bidder requests that while the Contractor would try to shift other areas , in case no other area is not available and the Contractor's equipment is idle due to non-availability of area for dredging, idle time charges are payable by the Employer.</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>
116	<p>Clause 6.2.2.1 Technical Specifications - Echo-Sounder [Page - 91]</p>	<p>Each hydrographic survey shall be carried out using DUAL FREQUENCY ECHO SOUNDER and HULL MOUNTED Transducer.....</p> <p>The Bidder requests that the Contractor be allowed to deploy</p>	<p>Side Mounted will also be accepted.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		Survey vessel either with Hull Mounted Transducer or Side Mounted Transducer depending on the availability.	
117	Clause 7.1 Technical Specifications - Hydrographic Survey [Page - 94]	Hydrographic Surveys shall be performed by using 200-210 & 33 KHz Echo-Sounder and DGPS both with an accuracy which ensures that the requirements of the contract are achieved.  The Bidder requests to carry out Hydrographic Survey with Multi-Beam Eco sounder.	Multi-Beam Eco sounder is acceptable but the survey is required to be carried out in both frequencies 33 & 210 KHz.
118	Clause 17 Technical Specifications - Plant and Equipment [Page - 100]	No separate mobilization and demobilization charges will be paid to the Contractor for the Plant and equipment deployed by him.  Since mobilization and demobilization of equipment is one of the major cost of project and to have sufficient cash flow for the project, the Bidder requests to include on BOQ, item for mobilization and demobilization.	Not Acceptable. Tender Conditions shall prevail.
119	Clause 18.3 Technical Specifications - Minimum Interference with Navigation [Page - 100]	Throughout the Contract Period, the Contractor shall ensure that the Work is carried out without causing any obstruction to or interference with the normal traffic in the harbour.  The Bidder clarifies that every effort will be made to co-ordinate with Port and avoid interference with Navigation, but in case the dredger is idle due to Port Navigation, the idle time is payable by the Employer.	Not Acceptable. Tender Conditions shall prevail.  Port do not foresee such circumstances. If any reasonable delay occurs, the matter will be dealt as per tender conditions.
120	Clause 2.7.2 Special Conditions of Contract - Dredging Programme [Page - 105]	During the progress of dredging, due to requirement of shipping or for any other reasons, if it is so required by the Dy. Conservator/ Engineer, the Contractor shall undertake dredging in any other area than programmed earlier, in the basin as instructed and no claim of any sort shall be made for deviating from the original dredging programme.  The Bidder clarifies that while the	Not Acceptable. Tender Conditions shall prevail.  Port do not foresee such situations. If any reasonable delay occurs, the matter will be dealt as per tender conditions.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
		Contractor would endeavour to relocate the dredger for dredging in other areas, if no other area is available for dredging and the dredger is idle waiting access to site, the idle charges are payable.	
121	Clause 2.7.3 Special Conditions of Contract - Dredging Programme [Page - 105]	No claim shall also be entertained by the Port on account of delay due to shipping movements, due to restriction by Indian Navy on account of firing exercise or for similar reasons.  The Bidder clarifies that any delays more than 7 hours in a week on account of Employer including traffic delays, delays due to Navy movements etc. shall be payable at the idle rates of the vessel.	No idle time charges will be payable by the Employer.
122	Clause 2.8.3 Special Conditions of the Contract - Disposal of Dredged Material [Page - 106]	A portion of the dredged material shall be conveyed and disposed off in the specified disposal area on the shore adjacent to the MULT Jetty towards the backside for filling the low lying areas as identified by the Engineer-in-Charge.  The Bidder requests to clarify on the following points:  1. The scope of removing the mangroves and any structures present in the indicated areas lies under client's or contractor's purview 2. Is there any material specification that needs to be adhered for pumping the material in the onshore disposal area 3. The future use case scenario for the proposed onshore disposal area 4. Construction of bunds lies under client's or contractor's purview and with what material shall the bunds be constructed with	The Bidders are required to visit site to obtain actual site condition. It is clarified that  1. There are no structures in the areas to be filled and the areas are to be filled where there are no mangroves. 2. It has been considered that shore adjacent area dredged materials will be disposed on shore. 3. The area will be used for Port related activities. 4. Temporary bunds are to be constructed by the Contractor suitable to site conditions.
123	Clause 2.8.4 Special Conditions of the Contract - Disposal of	The material shall be dumped only beyond the distances specified above and where water depth is 20 m or more.  The Bidder requests to confirm that water depth is more than 20m in the	The water depth is more than 20m in the dumping locations indicated and dumping shall be done at the indicated locations only.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Dredged Material [Page - 106]	dumping locations indicated.  The Bidder also requests to confirm that the dumping will not be done beyond the indicated locations.	
124	Clause 2.9 Special Conditions of the Contract - Mobilisation and Demobilisation [Page - 107]	No separate mobilisation or demobilisation charges shall be payable for the deployment of dredgers / pipelines.  The Bidder requests to include a separate BOQ item for mobilization and demobilization and mobilization amount be paid against mobilization of equipment to site which facilitate cash flow for the project.	Not Acceptable Tender Conditions shall prevail
125	Clause 2.14.2 Special Conditions of the Contract - Traffic [Page - 109]	The Contractor shall at all times observe and comply with all Laws including regulations that are relating to the navigation manoeuvring.... The Employer shall not be responsible for any inconvenience, losses or delays to the Contractor arising due to the priority not being given to their floating craft for moving about within Port limits as per decision of the Employer.  The Bidder clarifies that any delays more than 7 hours in a week on account of Employer including traffic delays, delays due to Navy movements etc. shall be payable at the idle rates of the vessel.	No idle time charges will be payable by the Employer.
126	Clause 2.20.1 Special Conditions of the Contract - Dredge Area clear of Natural/Artificial Under Water Obstructions [Page - 110]	However, if any obstructions like sunken buoys, barges or pontoons, small anchors, steel plates, angles, boulders, concrete pieces upto a size of 3m x 2m /2 tonnes are encountered these shall be removed by the Contractor at his own risk and no claim whatsoever on this account will be entertained by the Employer.  The Bidder clarifies that any such obstructions shall be removed by the Contractor at additional cost to the Employer as it is not possible to in build such cost at the time of tendering.	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
127	<p>Clause 2.35.3</p> <p>Special Conditions of the Contract - Performance Security</p> <p>[Page - 115]</p>	<p>In case Dredging firm do not own the Dredger and plan to execute the capital dredging works by other modes of arranging the Dredgers either fully or partially by wet leasing, hire etc. the above firm has to pay additional Performance Security of 5% in addition to the Performance Security indicated above which will be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract.</p> <p>The Bidder requests that if the dredger proposed for deployment is from the parent /group companies of the Contractor, no additional performance BG would be required.</p>	<p>Tender Conditions shall prevail.</p> <p>If a Bidder charters the dredger from one of its Group Companies, they will still be required to provide the Additional Performance Guarantee since the two companies are separate legal entities and the fact remains that the dredger is not owned by the Bidder.</p>
128	<p>Clause 2.47</p> <p>Special Conditions of the Contract - Variation Exceeding +/- 30%</p> <p>[Page - 120]</p>	<p>The Bidder requests to change the variation clause to a maximum of +/- 15%.</p>	<p>Not Acceptable.</p> <p>Tender Conditions shall prevail.</p>
129	<p>Clause 2.48</p> <p>Special Conditions of the Contract - Additions and Alterations</p> <p>[Page - 120]</p>	<p>The Bidder clarifies that execution of additions and /or alterations by Contractor shall always be subject to availability of required equipment at site.</p> <p>In case of need for mobilizing additional equipment for execution of additional work, prior agreement on the additional cost is to be arrived.</p>	<p>Not Acceptable.</p> <p>Tender Conditions shall prevail.</p>
130	<p>Clause 10.3</p> <p>Special Conditions of the Contract - Operations of the Employer and others</p> <p>[Page - 123]</p>	<p>The Contractor shall where so directed by the Engineer be required to Work to other Contractor's Drawings where so ever Drawings for Work not included in this Contract are related to particular details of the Works.</p> <p>The Bidder clarifies that this clause is not clear and request that any change in scope of work shall be dealt under variation.</p>	<p>The condition is deleted.</p> <p>Please see Addendum / Corrigendum No.5</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
131	<p>Clause 12.1 &amp; 12.2</p> <p>Special Conditions of the Contract - Existing Services</p> <p>[Page - 124]</p>	<p>Drains, pipes, cables, ...and similar services encountered ....shall be guarded by Contractor at his own cost .... Should any damage be done by the Contractor to any mains pipes, cables...whether shown in the drawings the Contractor must make good or bear the cost....</p> <p>The Bidder interprets that this is applicable to on shore facilities and requests to confirm that there are no underwater pipes, cables, and such items</p>	<p>This is applicable to both on shore and off shore facilities. As per Employer's understanding, there is no submarine/ service cable passing through the proposed dredging area.</p>
132	<p>Clause 17</p> <p>Special Conditions of the Contract - Possession prior to completion</p> <p>[Page - 125]</p>	<p>The Engineer shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not deem to be acceptance of any Work completion in accordance with the Contract Agreement. If such, prior possession or use by the Engineer delays the progress of Work, on equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.</p> <p>The Bidder requests that in addition to adjustment to the time of completion, any additional cost incurred by the Contractor due to such delay shall also be compensated.</p>	<p>Not Acceptable. Tender Conditions shall prevail.</p>
133	<p>Clause 18</p> <p>Special Conditions of the Contract - Completion Documents</p> <p>[Page - 125]</p>	<p>For the purpose of provision of Clause No.10 [Contract Price and Payment] of the General Conditions of Contract, to treat that the Work has been completed and issue a Final Payment Certificate, the following documents will be deemed to form the completion documents:</p> <p>(i) The Technical documents according to which the Work was carried out.</p> <p>(ii) Sounding charts and connected details.</p> <p>The Bidder requests to clarify which specific Technical documents should be submitted other than Sounding charts.</p>	<p>In addition to Sounding Charts, the Technical documents shall include the following:</p> <ol style="list-style-type: none"> <li>1. DDRs and</li> <li>2. DLM details.</li> </ol>

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
134	Appendix-II Geo-Technical Investigation Details	The Bidder requests to provide full copy of Geo-Technical Report of Fugro	Copy of relevant pages of Geo-Technical Report are provided. Please see Addendum / Corrigendum No.5
135	Appendix-III Hydrographic Survey Chart	The Bidder requests to provide the Bathymetric chart in XYZ format.	Bathymetric chart in XYZ format will be provided to the Successful Bidder only.
<b>BIDDER - VIII</b>			
136	Clause 1 Tender Call Notice - Cost of Bid Document [Page - 3]	The firms registered with Ministry of Micro, Small and Medium Enterprises (MSME) are exempted from submission of Earnest money Deposit (EMD) / Bid Security and Tender Document Fee. MSME's Office Memorandum bearing ref. no. F. No. F 22(1)/2012-MA dated 24 October 2016 (please refer to Q. No. 20) is enclosed herewith for corroborating the above claim. In view of the same, Bidder requests Employer for exemption of submission of Tender Fee. The Bidder requests to confirm.	Please refer Clause 16 of Tender Call Notice.
137	Clause 1 Tender Call Notice - Period of Contract [Page - 3]	Time for completion is given 6 months. The Bidder assumes that this period would be from Mid Sept till April end (i.e. coming post monsoon season) and requests whether the LOI can be placed accordingly. The Bidder requests to extend for 8 months counting after one month after issue of LOI as 6 months time for execution is not sufficient. The Bidder requests to ensure that the execution time falls from Sept to April (8 months, post monsoon season).	LOI can be placed based on the receipt of Security Clearance from the Ministry. Amendment of Contract Period is not acceptable.
138	Clause 1 Tender Call Notice - Last date and time of submission of bid [Page - 3]	Last date and time of bid submission 15 hrs. on 15/06/2021 On account of ongoing COVID-19 Pandemic and consequent lockdown / restrictions, Bidder requests to extend the Bid Submission Date by 2 weeks i.e. 29 <sup>th</sup> June 2021.	Please see Addendum / Corrigendum No.3
139	Fuel Escalation	With the current market fluctuations being experienced in the fuel rate, Bidder requests to include provision of Fuel Escalation under the General Conditions of Contract.	Not Acceptable. Tender Conditions shall prevail.

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Bidders' Queries</b>	<b>CoPT's Responses</b>
140	Bathymetry Data	The Bidder requests to provide the latest bathy chart of OAC & LNG area (being adjacent) in order to understand the depths and contours.	Considered not required to be furnished.
141	Bathymetry Data	Since the bathy data given in the tender is dated April'21, is there any change expected in the dredging quantities, due to the present monsoon period? In case of variation of quantities, how Employer wishes to treat the same as the present tender is almost on lumpsum basis.	<p>Please Refer Clause 3.4.3 of Technical Specifications. The indicative quantities of dredging work involved are calculated based on the Hydrographic Survey conducted by the Kerala State Hydrographic Survey Wing as on 12-11-2020.</p> <p>The tender is based on percentage basis and not on lumpsum basis.</p> <p>Please Refer Clause 4.40 of Technical Specifications - Method of Measurement and 2.30 of Special Conditions of Contract - Bills &amp; Payments Schedules.</p>
142	COVID-19	(a) The Bidder requests to advise on the COVID-19 Protocol and (b) time & cost extension due to delays attributable to COVID-19 situation.	<p>The Contractor has to follow COVID-19 Protocol issued by both Central and State Governments from time to time.</p> <p>Port Authority will follow relevant order of State Govt. / Central Govt.</p>
143	COVID-19	The Bidder requests to clarify that in case of any delays attributable to COVID-19, force majeure events and/or reasons attributable to Employer, the execution falls in the monsoon season in the middle of heavy siltation season (as this location is prone for heavy siltation), how payment towards handling this siltation would be addressed by the Employer.	<p>Port Authority will follow relevant order of State Govt. / Central govt.</p> <p>Please Refer Clause 4.40 of Technical Specifications - Method of Measurement and 2.30 of Special Conditions of Contract - Bills &amp; Payments Schedules regarding the Payment.</p>
<b>BIDDER - IX</b>			
144	Clause 1 Tender Call Notice [Page - 3]	<p>Last date and time of bid submission is 15 hrs. on 15/06/2021.</p> <p>The Bidder requests to provide atleast 15 days time for submission of bid from the date of issue of Pre Bid clarifications.</p>	Please see Addendum / Corrigendum No.3

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
145	Clause 21 Tender Call Notice - Integrity Pact Annexure - 9 [Pages - 8 & 137]	<p>The Bidder requests to confirm that bidders has to sign &amp; stamp the Integrity pact as an acknowledgement on a normal paper and not on a stamp paper since integrity pact is to be entered between successful bidder and Employer on a stamp paper after award of contract.</p> <p>The Bidder also requests to confirm that the pre contract integrity pact shall be signed by the Bidders' representative authorized to submit the bid instead of CEO.</p>	<p>Tender Conditions shall prevail.</p> <p>Since it is Pre-Contract Integrity Pact, all the Bidders are required to submit it on non-judicial stamp paper as noted in the Proforma of Pre-Contract Integrity Pact at Annexure - 9 in original on the Bid Submission Due Date.</p> <p>The Pre-Contract Integrity Pact shall be signed by the Bidders' duly authorized person authorized to submit the Bid with satisfactory evidence of the authorisation as per the proforma given in Annexure - 3.</p>
146	Clause 3.1 (iii) Instruction to Bidders - Instructions for filling Bids [Page - 17]	The Bidders' management has approved & issued in general Power-of-Attorney to the signing authority for such cases. Hence, the Bidder requests to consider the notarised copy of this General Power-of-Attorney for submission purpose instead of Power-of-Attorney as per Annexure-3.	The General Power-of-Attorney shall be accompanied by a separate Power-of-Attorney for the subject Bid only as per the proforma given in Annexure - 3.
147	Clause 4.1.1 Instruction to Bidders - Pricing of Bids [Page - 22]	<p>The rate shall be inclusive of planning, mobilisation and demobilisation of suitable type of dredger(s)/ dredging equipment of adequate capacity and other required crafts including all labour charges, items/cost of materials, labour, tools, fabrication, transportation, insurance, taxes, duties, etc. as applicable at the time of Bidding, consumables, overhead, profit etc. necessary for execution of dredging as described in the Bid Document excluding Goods and Service Tax (GST).</p> <p>The Bidder requests to incorporate separate column in the BOQ for quoting Mobilization and De-Mobilization Charges separately.</p>	<p>Not Acceptable.</p> <p>Tender Conditions shall prevail.</p>
148	Clause 6.1 General Conditions of Contract -	The Bidder requests to inform tentative Commencement period so as to plan for deployment of vessels.	The requisite details are available in the Clause. It is clarified that Commencement period depends on the receipt of

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Bidders' Queries</b>	<b>CoPT's Responses</b>
	Commencement of Work [Page - 60]		Security Clearance from the Ministry.
149	Clause 9.0 General Conditions of Contract - Variations and Adjustments [Page - 63]	The Bidder requests to include clause for the Fuel escalation with fuel element factor $Q=0.30$ as fuel prices directly vary with open international market and fluctuating frequently.	Not Acceptable. Tender Conditions shall prevail.
150	Clause 10.7 General Conditions of Contract - Delayed Payment [Page - 65]	The Bidder requests to include provision for payment of interest on delayed payments beyond due date @ Prime Lending Rate (PLR) of SBI plus 2% in line with standard tender conditions.	Not Acceptable. Tender Conditions shall prevail.
151	Clause 6.2.2.1 Technical Specifications - Echo Sounder [Page - 91]	Each hydrographic survey shall be carried out using DUAL FREQUENCY ECHO SOUNDER and HULL MOUNTED Transducer..... The Contractor shall provide, install and operate, the following survey equipment to the satisfaction of Dy. Conservator of the Port.  The Bidder requests to consider either Side mounted fixed/ Hull mounted Transducer for carrying out the surveys.	Side Mounted will also be accepted.
152	Clause 2.5 Special Conditions of the Contract - Side Slopes [Page - 104]	In no case the dredge slope towards shore shall be steeper than 1:6 and 1:12 in other areas.  The Bidder requests to confirm that (a) payment will be made for the quantity dredged under allowable slopes & (b) tolerance limits i.e., up to side slopes of 1:6, Horizontal Tolerance of +2500 m and Vertical tolerance of 0.3 m below design depth.	(a) Payment for side slopes will be made as per Clause 2.5 - Side Slopes under Special Conditions of the Contract [Page - 104].  (b) Horizontal tolerance of +2.5m and Vertical tolerance of 0.3m is applicable for Jetty Basin only.
153	Clause 2.8.2 & 2.8.3 Special Conditions of the Contract - Disposal of Dredged	Proposed location for Dredge Spoil Disposal on Shore  The Bidder requests to indicate the distance for shore pumping of material so as to plan for Pipeline mobilization.	The distance for shore pumping of material will be approximately within 1 km from the MULT jetty.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Material [Pages - 105 & 106]		
154	Clause 2.20.1 Special Conditions of the Contract - Dredge Area clear of Natural/Artificial Under Water Obstructions [Page - 110]	(a) The Bidder requests to provide no underwater obstruction certificate prior to commencement of dredging. (b) The Bidder also requests to consider time extension for time taken for removal of natural/ artificial underwater obstructions and reimbursement of cost.	Not Acceptable. Tender Conditions shall prevail. (a) No certificate can be provided in this regard. (b) It is clarified that Port do not expect any such obstructions in these areas. If any reasonable delay occurs, the matter will be dealt as per tender conditions.
155	Clause 2.47 Special Conditions of the Contract - Variation Exceeding +/- 30% [Page - 120]	The Bidder requests to consider right to variation within 20 % instead of 30%.	Not Acceptable. Tender Conditions shall prevail.
156	Clause 2.48 Special Conditions of the Contract - Additions and Alterations [Page - 120]	Employer shall have power and authority from time to time and at all times to make amendments or additions or alterations or changes in the scope of the work, and specifications, drawings and bill of quantities....  The Bidder requests to delete the clause since change in scope of work will have implications on project planning. execution and costing,	Not Acceptable. Tender Conditions shall prevail.
157	Appendix-II Geo-Technical Investigation Details	The Bidder requests to provide the details of all borehole logs including Laboratory test data, consistency limits, GSA curves for all the sieve analysis carried out for better assessment of the soil strata.	Copy of relevant pages of Geo-Technical Report are provided. Please see Addendum / Corrigendum No.5
158	Appendix-II Geo-Technical Investigation Details	The Bidder requests to provide the Sieve analysis data for the top layers where SPT/UDS were carried out @ 1.5m, 3.0m.	Considered not required for execution of the Work.
159	Appendix-II Geo-Technical Investigation	The SPT value @ 3m, 4.5m, 9.0m, & 12m is zero for BH5. However, UCS values are showing 36 kpa @ 7.5m, 45Kpa @ 10.5m & 39Kpa @	The furnished data are as in the Geo-Technical Report.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Details	13.5, which are contradictory. The Bidder requests to clarify the same.	
<b>BIDDER - X</b>			
160	Clause 1 Tender Call Notice [Page - 3]	Last date and time of bid submission - 15 hrs on 15/06/2021 The Bidder requests to extend the tender submission date from 15/06/2021 to 22/06/2021.	Please see Addendum / Corrigendum No.3
161	Clause 10.6 General Conditions of Contract - Payment [Page - 65]	The Employer shall pay to the Contractor: a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate.  The Bidder requests to a) Replace 45 days with 15 days for Interim payments b) Replace 56 days with 25 days for Final Payment	Not Acceptable. Tender Conditions shall prevail.
162	Clause 2.2.1.1 Special Conditions of the Contract - Contract Period [Page - 104]	The contract period of dredging work shall be 6 months from the date of expiry of 30 days from the date of issue of Letter of Acceptance or date of actual commencement of work whichever is earlier.  Since the work involves capital dredging and the distance from site to dumping ground is over 20 kms., the turn around time will be considerably higher. Also, since the work completion period includes monsoon as well, there could be stoppages and suspensions / delays during dredging, dumping etc., the Bidder requests for an appropriate enhancement in the work completion period to <b>9 months</b> .	Not Acceptable. Tender Conditions shall prevail.
163	Clause 2.9 Special Conditions of the Contract -	No separate mobilisation or demobilisation charges shall be payable for the deployment of dredgers / pipelines...	Not Acceptable. Tender Conditions shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPT's Responses
	Mobilisation and Demobilisation [Page - 107]	The Bidder requests to include the following under the above clause: "Mobilization charges of 10% shall be payable for the deployment of dredgers / pipelines only if an Advance Bank Guarantee (ABG) of an equivalent amount is issued by the Bidder and the cost of demobilisation charges of dredgers / pipelines deployed shall be included in the percentage quoted for the works."	
<b>QUERIES RAISED DURING PRE-BID MEETING</b>			
164	Disposal of dredged material	i) Regarding Disposal of dredged material to the shore adjacent to the MULT Jetty towards the backside for filling the low-lying areas using pipelines / suitable arrangement, the Bidder requests to confirm whether there is any scope of expansion or limited within 1 km of MULT Jetty and whether these materials need to be taken away by trucks.	The areas will be approximately within 1 km from the MULT jetty and there is no need to take the materials using trucks as land will be nearby.
165	Work in Monsoon	The Bidder considers to use IV vessels to dump the materials in sea and requests to inform whether there is any restriction for IV vessels to be used in Monsoon.	While the dumping area is outside the IV limits during the foul season. Permissions for IV crafts can be granted to proceed outside on a case by case basis subject to the condition of the craft and the competence grades of the staff operating the crafts.
166	Claims pending from any State Authority in India	In case of foreign firms, the statement be given to the fact that they have no claims pending against them from any State Authority in India with respect to Income Tax, Customs Duty, Sales Tax or any other dues.  The Bidder requests to clarify whether these are applicable for Indian firms.	Tender Conditions shall prevail. The Clause is applicable for Indian Bidders.
167	Dredging area	The MULT Jetty basin is very close to the LNG Jetty. The Bidder requests to confirm whether the dredging area is within or outside the zone of LNG Jetty.	The dredging area is outside the zone of LNG Jetty.
168	Licence	The Bidder requests that licence for pumping for filling the low-lying areas using pipelines / suitable arrangement shall be obtained by the	CoPT is in the opinion that no licence is required. However, if required action will be taken as per tender conditions.

<b>Sl. No.</b>	<b>Reference Clause</b>	<b>Bidders' Queries</b>	<b>CoPT's Responses</b>
		Employer.	In respect of filling with dredged sand, the Advisor (Environment), Indian Ports Association has communicated that the proposal of Port is environmentally a welcome step and not require fresh clearance and Port may go ahead with such plan.
169	Survey	The Bidder requests whether Multi Beam Survey can be carried out.	Multi-Beam Eco sounder is acceptable but the survey is required to be carried out in both frequencies 33 & 210 KHz.

Sd/-

**CHIEF ENGINEER**