RECORD NOTE OF THE ONLINE PRE-BID MEETING HELD AT 14.30 HOURS ON 22/02/2022 REGARDING THE TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

Following were participated in the meeting:

Cochin Port Trust:

Sri. Paritosh Bala - Chief Engineer, CoPT
Capt. Joseph J. Alapat - Deputy Conservator, CoPT
Sri. S. K. Sahu - FA&CAO

Representatives of the following bidders

M/s Dredging Corporation of India Ltd.,
M /s International Sea Port Dredging Pvt. Ltd.
M/s Dharti Dredging and Infrastructure Ltd.,

The meeting commenced at 14.30 hrs. Chief Engineer welcomed all the participants. At the outset, the Chief Engineer gave a brief description of the work under this tender. Chief Engineer further informed that written queries from three bidders were received from the prospective bidders, however, the bidders present can now discuss their queries.

Thereafter, the bidders raised their queries on various tender clauses which were heard by the CoPT's officials viz. Chief Engineer, Dy. Conservator and FA & CAO and clarified the queries as far as possible and informed that CoPT's written responses shall be given. Further, Chief Engineer requested all the participants to forward written queries including that raised during the discussion at the earliest but not later than 23/02/2022 so as to enable CoPT to furnish their responses. To a specific query regarding extension of due date of the bid submission, Chief Engineer informed that there will not be any extension for the bid due date scheduled on 14/03/2022. Chief Engineer also informed that another bidder, M/s Boskalis Smith India LLP furnished some written queries, though their representatives were not attended, which will also be replied and included in CoPT's response. Chief Engineer further informed that all the queries and CoPT's replies thereto will be hosted as Addendum / Corrigendum No.1 in Port's website as well as in the e-Tender Portal and the bidders shall submit the same duly signed and sealed along with bid.

Chief Engineer concluded the meeting at 15.30hrs, thanking all present.

Sd/-
CHIEF ENGINEER

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

Sl. No.	Tender Clause	Page No.	Subject	Bidder's Query / Clarification required	CoPT's Reply
BIDDER 'A'					
1			Expected dredge volume	What is the expected volume to be dredged during the 12 months contract period? Please provide actual dredged volumes from the past 5 years	Minimum monthly dredging output shall be 2 Million cum. Also refer 2.47.1 of Special Conditions of Contract (SCC) at Page 126 of Tender Document. Average annual quantity of material dredged for the past years 2016-17, 2017-18, 2019-20 & 2020-21 is around 23.00 M. cum and for 2018-19 is about 27 M. cum
2	Clause 1.1.3.2 (General conditions)	44/173	Commencement Date	What is the expected Commencement Date of the Works?	Indicative expected commencement date of dredging is during second week of May 2022. Also refer clause 2.2.1of SCC at Page 110 of Tender Document.
3	Clause 10.2 (General conditions)	69/173 122/173	Advance Payment	Contractor requires an Advance Payment of 10 % of the Contract value for mobilisation of his equipment. Please adjust the Advance payment clause 10.2 of the general conditions and 2.34 of the specific conditions accordingly.	Not acceptable. Tender condition shall prevail.
4	Clause 2.19 (Special conditions)	116/173	Dredge Area clear of natural/artificial under water obstructions.	Delays and Works which may result from detection and/or removal of any physical obstacles or obstructions and/or UXO shall be granted Extension of Time and reimbursement of costs plus reasonable profit. This also concerns reimbursement of costs plus reasonable profit for related investigations and detection methods. In no event will Contractor be held responsible to remove obstructions from the Site. Please confirm.	Not acceptable. Tender condition shall prevail
5	Clause 2.29.2 (Special conditions)	121/173	Bills & Payments Schedules.	In the event that any payment due under the Contract has not been made by the due date for payment, the Main Contractor shall pay interest to the Contractor calculated at the annual rate of ten (10) percentage points above the "Base Rate" of the Reserve Bank of India (RBI). The interest charges shall accrue daily from the due date until payment is received by Contractor. Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy. Please confirm.	Not acceptable. Tender condition shall prevail

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

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Sl. No.	Tender Clause	Page No.	Subject	Bidder's Query / Clarification required	CoPT's Reply
6	Clause 2.30 (Special conditions)	121/173	Insurance	Insurance clause 2.30 (Special conditions) is too wide. It seems Contractor has to indemnify the Port of any loss due to a blockage caused by the sinking of the dredger. Insurers will only cover damage caused by negligence. Please adjust the wording of this clause accordingly.	Not acceptable. Tender condition shall prevail
7	Clauses 2.36.2 & 3	122/173	Arbitration	Please delete Arbitration clause 2.36.2 and 2.36.3 as this is one sided and unfair.	Not acceptable. Tender condition shall prevail.
8	Clause 8.0 (Special conditions)	129/173	Work in Monsoon	Bathymetric surveys cannot be executed during the monsoon period due to expected high turbidity values during the monsoon period. Therefore, dredging works should be executed outside the monsoon period. Please confirm.	Not acceptable. Tender condition shall prevail. Also, refer sub clauses 7.1.9 & 7.1.10 under Technical Specifications (TS) at Page 95 of Tender Document.
9	Clause 12.0 (Special conditions)	130/173	Existing Services	The Employer shall be responsible for determining the exact nature of all submarine cables, pipelines and other services in the area and in the proximity to the area of the Works at no costs for the Contractor. A plan showing the position of all submarine cables and services shall be submitted to the Contractor prior to the Works commencing. Please confirm.	As per Employer's understanding, there is no submarine cables and pipelines passing through the dredged channels.
10			Bathymetric Survey Charts	Please provide most recent bathymetric survey charts in Autocad- or in x,y,z format	Refer sub clause 3.5.4 under Technical Specifications at Page 90 of Tender Document.
BIDDER 'B'					
11	Clause 15.4 of TCN, Cl 5.1.1 j & k of ITB,	8, 24/173	No. of dredgers to be deployed	The deployment of hopper capacity and number and period may be left to the Contractor as long as he is able to maintain the depths in these areas, based on a projected required output in fact, this would result in overall cost reduction.	Not acceptable. Tender condition shall prevail.
12			General	Please advise if the use of Water Injection Dredger (WID) can be factored in by the Contractors to minimize the cost	Not acceptable. Tender condition shall prevail.
13	Clause 15.1	3	TCN	In case Dredging firm do not own the Dredger and plan to execute the maintenance 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 tender which will	

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

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				be returned without interest after satisfactory completion of dredging work, in case the firm gets the contract. Q. It is proposed that if the bidder offers the dredger from his Parent/Group companies, no additional performance BG would be required.	Not acceptable. Tender condition shall prevail.
14	15.5(g)	5	TCN	If the bidder is a subsidiary company and if they want to rely, (a) on the financial turnover and/or (b) on the experience of its holding company or another subsidiary of the holding company, ….....Further, such holding company/subsidiary company shall give a guarantee, jointly or severally, to the Board of Trustees of the Cochin Port Trust making them liable for, undertaking, the performance of the contract in all respects and the same shall be submitted along with the bid. Q. It is proposed that the bidder shall submit the undertaking from the Parent Company along with the Bid, the Parent company guarantee would be submitted before signing of the Contract.	Not acceptable. Tender condition shall prevail.
15	4.3	21	ITB	Validity of Bid: The bid shall be valid for acceptance for a minimum period of one hundred and eighty (180) days from the date of opening of Part-I (Technical & Commercial Bid). Q. It is proposed that bid validity be limited to 90 days as it would be difficult to keep vessels waiting for order for such long period.	Not acceptable. Tender condition shall prevail.
16	2.6.5	112	Scope of Work	The bidder can adopt Water Injection Dredging in outer channel only, if so desired, subject to maintenance of the turbidity to the permissible limit with the prior approval of the Deputy Conservator/Engineer-in-charge Q. Can the contractor adopt water injection dredging technique in the inner channels as well by ensuring maintenance of the turbidity to the permissible limit	Not acceptable. Tender condition shall prevail.
17	15.4 , 5.1.1 (j)	8 & 24	TCN/ITB	The deployment of 11,000 m3 hopper capacity TSHD (s) would be compulsory from the date of commencement of work to till the completion of the contract. Also, it is mentioned that an undertaking should be given by Bidder confirming that in case of successful bidder, they shall deploy (i) TSHD(s) with total hopper capacity not less than 11,900 m3 continuously deployed for maintenance dredging We would like to draw your attention on the Dredging Guidelines issued	Not acceptable. Tender condition shall prevail. The deployment of 11,000 m3 hopper capacity TSHD (s) is explicitly required from the date of commencement of work till the completion of the contract

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

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				by MOS in which it is clearly mentioned that Ports may indicate the daily/weekly output required and dredging companies can decide on the Size and type of dredgers to be deployed. This would give flexibility to the Contractors to meet the output by drawing plans without effecting the Port operations. Further you may kindly note that by making it a "must" for such hopper capacity to be present throughout the project, the overall price to the Port would become too expensive and that is unnecessary in our opinion. Hence, we request you that: the deployment of hopper capacity and number and period may be left to the contractor as long as he is able to maintain the depths in these areas, based on a projected required output. In fact, this would result in overall cost reduction	
				BIDDER 'C'	
18	2.11 & 9.2 of ITB	16 33	**Performance Security:** As per Cl. 2.11, "In case of the bidder who has received the Letter of Intent, Performance Security shall be furnished within **Twenty One (21) days** after the bidder receives the Letter of Acceptance". As per Cl. 9.2, "In case of the bidder who has received the Letter of Intent, Performance Security shall be furnished within **fourteen (14) days** from the date of Letter of Acceptance".	In view of contrary between the two clauses, Employer is requested to confirm the exact duration for submission of Performance Security from the date of LOA, in case LOI is issued.	In case of the bidder who has received the Letter of Intent, Performance Security shall be furnished within Twenty one (21) days from the date of Letter of Acceptance". Please see the Addendum / Corrigendum No. 2
19	Cl 3.11 ITB	20	**Earnest Money Deposit (EMD):** Each bid should be accompanied by an Earnest Money Deposit (EMD)amounting to Rs. 5.00 million ….	In reference to MoF Office Memorandum dated 12.11.2020, Employer is requested to exempt the Bidders from submission of EMD against submission of Bid Security/ EMD Declaration.	Not acceptable. Tender condition shall prevail. Please note that the MoF OM dated 12/11/2020 is no longer valid since 01/01/2022.
20	Cl 9.1 GCC	67	**Price adjustment:**	It is requested to consider the Fuel element factor as 0.30 instead of 0.25.	(a) Not acceptable. Tender condition shall prevail.

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

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			Q = Fuel element factor to be taken as 0.25. P = Average price of main fuel fixed by IOCL or BPCL or HPCL, at their local delivery point at Kochi for the month under consideration. Po = Average price of main fuel fixed by IOCL or BPCL or HPCL, at their local delivery point at Kochi on the base date.	b) Currently, Employer is considering Base Price (Po) from Circular and Monthly Price (P) from Bunker Invoices, wherein Contractor is losing considerable amount in terms of specific discount offered by the supplier, which is inappropriate. Therefore, Employer is requested to consider both P & Po from fuel price circulars issued by IOCL/BPCL/HPCL.	(b) Not acceptable. Please refer Clause 9.1.(c) of GCC, which is self-explanatory.
21	Cl 10.6 GCC	70	**Payment:** The Employer shall pay to the Contractor: 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.	Contractor need to pay GST immediately on raising any invoice and quarterly submission of GST return will be difficult if the payments are delayed from the Employer. Hence, employer is requested to make 100% payment certified in interim and final payment certificates within 30 days and 45 days respectively.	100% payment is released against the interim / final bills complying with the tender conditions. Normally, RA bills are paid within 15 days upon submission of all necessary documents. Hence, not acceptable. Tender condition shall prevail.
22	Cl. 10.7 GCC	70	Delayed payment - Deleted	Employer is requested to include provision/ incorporate the clause for payment of interest on delayed payments beyond due date @ Prime Lending Rate (PLR) of SBI plus 2%.	Not acceptable. Tender condition shall prevail.
23	Cl 8.6.1 TS	99	Echo sounder shall be checked and calibrated at least daily before and after use, by means of	Employer is requested to consider calibration of echo sounder during 1st day of commencement of survey and on the last day of completion of survey in each fortnight / interim survey.	Not acceptable. Tender condition shall prevail.

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

Sl. No.	Tender Clause	Page No.	Subject	Bidder's Query / Clarification required	CoPT's Reply
			a bar or plates suspended at known distances below the water surface as per the procedure requirements of calibration.		
24	Cl 8.9.4 TS	100	The location of the sounding lines shall be fixed such that they are at an interval not more than 50m measured along the longitudinal directions of the channels. Grid lines shall be not more than 25m apart.	In order to complete the survey fast, it is requested to increase the survey grid interval to say 100m X 50 m for interim surveys.	Not acceptable. Tender condition shall prevail.
25	Cl 9.3 TS	102	On completion of the survey, the Contractor shall prepare within 24 hours, survey charts and cross section showing the full results of the survey.	Practically, it is difficult to submit the charts within 24 hours as it involves collection of tide data, joint processing, checking and signing of charts, etc. Therefore, Employer is requested not to insist for submission of charts within 24 hours.	Please refer Clause 8.12.5 along with Addendum / Corrigendum No.2
26	Cl 10.1 TS	102	Interim joint surveys (not less than 46 surveys during the contract period) shall be carried out by the Contractor and the Deputy Conservator's representative, during the period of dredging works at fortnightly intervals. If the contractor fails to conduct fortnightly surveys as above …., a penalty at the rate of Rs.12,00,000/- per fortnightly /pre dredge / post dredge survey that is not conducted, shall be recovered from the Contractor from the running bills as decided by the Engineer-in-charge.	As per Cl. 7.1.10 of TS, during monsoon (16th May to 30th Sept) Hydrographic survey at outer channel can only be taken if weather condition permits and no penalty should be imposed for not conducting surveys on account of unfavourable weather conditions. Accordingly, Employer may not insist the Contractor to carry out 46 interim surveys in the contract duration of 48 months as 8 to 10 surveys to be carried out in monsoon season. The clause may be amended accordingly.	Not acceptable. Tender condition shall prevail. It may be noted that during monsoon period, surveys in the inner channels have to be carried out and in the case of outer channels also, survey is possible to a certain extent.

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

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27	Cl 10.2 TS	102	The sounding charts in this area shall be submitted **weekly** in triplicate to the Employer.	The word "weekly" may be deleted in Line No. 8 of the paragraph.	Please see Addendum / Corrigendum No. 2
28	Cl 12 TS	103	**Dumping area survey:** 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.	Employer may please confirm that, 'survey on completion of dumping' refers to 'post dredge survey of dumping area'. Further, Dumping area survey in monsoon season/ weather warning (16th May to 30thSept) is very difficult. Hence, Contractor shall be exempted from carrying out dumping area survey in monsoon.	Please refer reply to Item No. 26 above and Addendum / Corrigendum No.2 along with Clause 7.1.10 of Technical Specifications.
29	Cl 15 TS	104	**Services of External Agency for Survey:** The decision on survey and survey associated issues by the third party/external survey certification agency, if engaged by the Employer, will be binding on Employer and contractor.	In case of engaging external agency, if any discrepancy arises in survey associated issues as observed by contractor, Employer should intervene and resolve the issues.	Even though a Third party certification agency is appointed, the EMPLOYER's decision on such issues, if any, will be final.
30	Cl 2.2.5 SCC	110	The contract period is extendable for a further period of one year, as per the same termsand conditions of the contract at the sole discretion of Employer.	Besides fuel escalation, labour and material price escalations are also on higher side in the recent years, which will not be compensated by the Employer in this contract. Hence, financially it would not be feasible for contractor to continue at the same rates for another one-year period. Therefore, employer is requested to consider 5% escalation of quoted rates during such extension period of contract and extension of the contract shall be at the mutual consent.	Not acceptable. Tender condition shall prevail.
31	Cl 2.5 SCC	110	**Maximum permissible dredged depths:** Dredging shall be done limiting to the depth in the channels, basins	a) Maximum permissible depth of IAC1 is 15.90 m, which is extended upto MCB1, whose maximum permissible depth is 10.75 m. Since, there is a sudden fall in the depth, it will lead to natural sliding of material to deeper area, which shall not be considered as over dredging at MCB1. b) In case, penalty is applied during a month towards over dredging of a specific area and if the over dredging depths still exists during next	a) In Mattancherry channel, for the channel area between the channel section at Bouy M2 in Sector MCB1 and the limit of Sector MCB1 joining points m16-m17-m18-m1 as indicated in Drawings No. 9769-02-2022 dated 03-02-2022 at Page 177 of the tender document, the depth

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

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			and all respective berth frontages as given in Table-A.	survey (even though dredging was not carried out) then it is not fault of contractor and over dredging penalty for such area should not be re-imposed. c) Over dredging penalty if any should be calculated as per second fortnight survey of every month.	beyond 15.90m shall only be reckoned for over dredging calculation. At this location the depth can be in between 10.75m and 15.90m for avoiding a sudden fall in the depth. b) Agreed. c) Agreed
32	Cl 2.7.3 SCC	113	No claim shall 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.	Employer is requested to pay idle time charges and to incorporate provision to quote in the 'Schedule of Quantity' for actual idling of the dredger due to shipping movements and other reasons that are not attributable to the contractor.	Not acceptable. Tender condition shall prevail.
33	Cl. 2.12 SCC	114	**Vessel related charges:** If the number of dredgers deployed for the Work is more than two at a time then the charges in respect of the additional dredger(s) shall be to the account of the Contractor ….	Employer is requested not to levy any port related charges for the 3rd dredger also in case it is deployed for augmenting the capacity or to substitute any contractual dredger as and when required.	Not acceptable. Tender condition shall prevail.
34	Clause 2.19.1 of SCC	120	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.	Employer is requested to consider the time taken for removal of such obstructions as well as cost of removal to be paid extra at actuals.	Not acceptable. Tender condition shall prevail.
35	Item No. 2 BOQ		Recycling of dredged material from the channels and basins for reuse, at contractor's own risk and cost, with the approval of Employer and taking away the recycled materials by the contractor subject to complying with the statutory prevailing rules,	Our understanding is that, in case of no possibility / plan of recycling of dredged material, respective BOQ item (Item No. 2) shall be quoted as 'Zero (0)'. Please confirm.	It is upto the contractor. Please refer Clause 22 of SCC, which is self-explanatory. In case the bidder proposes to recycle / reuse the dredged material, please indicate the quantity of the material and the Lumpsum amount offered to the Employer against the item no.2 in the

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

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			etc. complete as per the directions of the Engineer.		Schedule of Quantities of Price bid. It may be noted that , the amount offered for Item No.2 will be deducted from the amount quoted against item No.1 for evaluation purpose.
				BIDDER 'D'	
36	Table sl. no. 4, Tender Document, TCN	5 of 181	Earnest Money Deposit	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: Whether policy provides benefits for exemption from Security Deposits to MSEs? Ans. No. Policy provides benefits to supply of tender sets free of cost and exemption from payment of earnest money etc.) is enclosed herewith for corroborating the above claim. In view of the same, Bidder requests Employer for exemption of submission of Tender Fee. Employer to kindly confirm	Please see the Addendum / Corrigendum No.2
37	S. No. 9.1, Tender Document	67 of 181	Fuel Escalation	Employer to kindly elaborate on the Fuel escalation adjustment. Employer to kindly advise	Clause No. 9.1 of GCC is self-explanatory. However, it is clarified that the bidders quote shall be based on a base price of the main fuel as on 14 days prior to due date of bid submission and any increase / decrease in the fuel price during the execution shall be adjusted as per the formula given in the clause. Also refer Addendum / Corrigendum No. 2
38	S. No. 10.2, Tender Document	69 of 181	Advance Payment	Bidder requests Employer to kindly consider for the Mobilization Advance in view of the ramifications caused by the COVID 19 pandemic. Employer to kindly consider	Not acceptable. Tender condition shall prevail.
39	7 of 181, Tender Document	Sl. No. 15.1	Possession of Dredgers	Bidder understands that under Irrevocable Letter of Authority means a Commitment Letter from the Owner of the equipment / vessel. Employer to kindly confirm the same. Employer to confirm	Also refer Clause 5.1.1 j (3) & (4) of Instructions to Bidders

COCHIN PORT TRUST

TENDER FOR DREDGING FOR MAINTENANCE OF CHANNELS AND BASINS AT COCHIN PORT FOR TWO YEARS 2022-23 & 2023-24" - TENDER No. T15/T-1958/2022-C.

PRE BID QUERIES RAISED BY THE BIDDERS AND CoPT's REPLIES TO THE QUERIES

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40	Item No. 2		BOQ sheet	Employer to kindly advice on the point no. 2 of the BOQ and its applicability in the evaluation of Bidder's financial proposal. Employer to kindly advise	Please refer reply to query No. 35 .
41	Tender Document		Statutory Clearances	Bidder understands that the Statutory permissions required for the project shall be provided by the Employer. Employer to kindly confirm Bidder's understanding. Employer to kindly confirm	In the case of Recycling / reuse of dredged material proposed by the bidder, asper the item No. 2 in the SoQ, statutory permission as per the prevailing rules /law, if any, shall be complied by the contractors at their own risk and responsibility. Also refer Clause 22 of SCC
42	General		COVID-19 Pandemic	Bidder requests Employer to kindly advise on the COVID-19 Protocol and time & cost extension due to delays attributable to COVID-19 situation Employer to kindly clarify	All the Covid-19 mandatory protocols as insisted by the Govt./the concerned Authorities, from time to time shall be applicable and adhered to. No time / cost extensions shall be considered as the dredging work is an essential activity for unhindered Port operations, the work has to be carried out throughout the year on 24x7 basis.

Sd/-
CHIEF ENGINEER