

RECORD NOTE OF ONLINE PREBID MEETING HELD ON 27-10-2023
REGARDING THE TENDER FOR CAPITAL DREDGING FOR THE MANOEUVRING
BASIN OF INDIAN NAVY NORTH JETTY AT NAVAL BASE,KOCHI
(Tender No. T10/T-1997/2023-C)

The following officials of CoPA were present in the meeting.

1. Smt. E.Remana, Chief Engineer
2. Sri. Joseph Alapat, Dy. Conservator
3. Smt. K.V Moly, AO(Gr-I)
4. Sri. T.P Thaddevus, Suptdg. Engineer (Tech.)i/c
5. Sri. P.M Rajesh Babu, Asst. Engineer (Tech.)-I

Representatives from the following firms were present in the meeting.

1. M/s. Dredging Corporation of India Ltd., Visakhapatnam
2. M/s. Boskalis Smit India LLP, Mumbai
3. M/s. Jan De Nul Dredging India Private Limited, Chennai
4. M/s. KSR Marine Services Pvt. Ltd., Hyderabad
5. M/s. Rock & Reef Dredging Pvt Ltd, Navi Mumbai
6. M/s. Ultra Dimensions Pvt Ltd, Visakhapatnam
7. M/s. Knowledge Marine & Engineering Works Ltd, Mumbai

The meeting commenced at 2.30 pm with Chief Engineer through virtual mode 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.

As some of the bidders requested to submit further queries in writing, Chief Engineer informed that two days time i.e. upto 5.00pm on 29.10.2023 is allowed for submitting 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.

Sd/-
Chief Engineer

**TENDER FOR CAPITAL DREDGING FOR THE MANOEUVRING BASIN OF INDIAN
NAVY NORTH JETTY AT NAVAL BASE,KOCHI
(T10/T-1997/2023-C)**

BIDDERS' QUERIES AND CoPA'S RESPONSES

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
BIDDER - I			
1	Clause 1 Tender Call Notice [Pages - 3]	<i>Tender submission date</i> It is requested that Employer may provide at least 15 days' time for submission of bid from the date of issue of Pre bid clarifications.	Please see <i>Addendum/Corrigendum No.7.</i>
2	Clause 13 Tender Call Notice [Pages - 6]	<i>EMD Validity</i> Employer is requested to reduce EMD validity period from 240 days to 90 days.	Not Acceptable. Tender Condition shall prevail.
3	Clause 21 Tender Call & Notice & Annexure-8 [Pages - 8]	<i>Integrity Pact</i> Since integrity pact is to be entered between successful bidder and Employer on a stamp paper after award of contract, it is understood that during the bid submission, bidders has to sign & stamp the Integrity pact as an acknowledgement on a normal paper and not on a stamp paper; please confirm. Also, it is requested that the pre contract integrity pact shall be signed by the bidders representative authorized to submit the bid instead of CEO. Kindly confirm.	Please see Clause 5.1.1(c) of Instructions to Bidders & Annexure-8
4	Clause 4.1 Instructions to Bidders [Pages - 24]	Employer is requested to Incorporate Separate Column in the BOQ for quoting Mobilization and De-Mobilization Charges.	Bidder shall quote the rates by considering all his costs including Mobilisation and De-Mobilisation charges.
5	Clause 10.7 General Conditions Contract [Pages - 65]	<i>Delayed Payment</i> In case due to any reason, Employer fail to make payment within the stipulated time, or any other amounts fall due, interest at SBI MCLR + 2% shall be charged for all the delayed payments. Kindly confirm.	Not Acceptable. Tender Condition shall prevail.
6	Clause 6.1	<i>Commencement of work</i>	Please see Clause 2.2.1 of Special

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
	General Conditions of Contract [Pages - 66]	It is requested to inform tentative Commencement period so as to plan for deployment of vessels.	Conditions of Contract
7	Clause 9 General Conditions of Contract [Pages - 69]	<i>Variations and Adjustment</i> It is requested to include clause for the Fuel escalation with fuel element factor Q=0.30 as fuel Prices are directly vary with open international market and fluctuating frequently.	Not Acceptable. Tender Condition shall prevail.
8	Clause 6.2.2.1 Technical Specifications [Pages - 102]	<i>Echo Sounder</i> As per cl. 6.2.2.1 " Each Hydrographic survey shall be carried out by using Dual Frequency echo sounder and Hull mounted Transducer..... . As per cl. 6.2.1, the contractor shall provide, install and operated the following survey equipment to the satisfaction of Dy. Conservator of the Port....." Employer is requested to consider either Side mounted / Hull mounted Transducer for carrying out the surveys	Acceptable
9	Clause 2.5 Special Conditions of Contract [Pages - 117]	<i>Side Slopes</i> In no case the dredge slope towards shore shall be steeper than 1:6 and 1:12 in other areas. It is requested to confirm that payment will be made for the quantity dredged under allowable slopes & tolerance limits i.e., up to side slopes of 1:6, Horizontal Tolerance of +2500 mm and Vertical tolerance of 0.3 m below design depth,	Maximum dredge slopes towards shore and other area shall be limited to 1:6 and 1:12 respectively for payment purpose. Horizontal and Vertical tolerances shall also be considered for payment.
10	Clause 2.8.2 & 2.8.3 Special Conditions of Contract [Pages - 118]	<i>Disposal of Dredged material</i> It is requested that the distance for shore pumping of material may please be indicated so as to plan for Pipeline mobilization.	Shore pumping is not envisaged. Please see Clause 2.8.2 of Special conditions of Contract

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
11	Clause 2.20.1 & 2.8.3 Special Conditions of Contract [Pages - 123]	Employer is requested to provide no underwater obstruction certificate prior commencement of dredging. Further, Employer is requested to consider for time extension for time taken for removal of natural/artificial underwater obstructions and reimbursement of cost.	Not acceptable. However, suitable time extension shall be allowed for removal of natural/artificial under water obstruction, if documentary evidence is produced.
12	Clause 2.47 Special Conditions of Contract [Pages - 132]	<i>Variation exceeding +/- 30%</i> It is requested to consider right to variation within 20 % instead of 30%.	Not Acceptable. Please see modified Clause at Addendum/Corrigendum No.9.
13	Clause 2.48 Special Conditions of Contract [Pages - 132]	<i>Additions and Alterations</i> As per Cl. 2.48 at Page 132 <i>"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."</i> It is requested to delete the clause 2.48 at page 132 since change in scope of work will have implications on project planning, execution and costing,	Not Acceptable. Tender Condition shall prevail.
14	Clause 3 Tender Call Notice [Pages - 4]	<i>Dredgers to be deployed</i> Since huge quantum of capital dredging, i.e., 1.0 Million Cum shall be completed within 6 months and as time is essence of the contract, Employer is requested to amend the relevant clauses as below: The work involves "Capital Dredging for the manoeuvring basin of Indian Navy North Jetty at Naval Base, Kochi" by deploying dredgers such as Trailing Suction Hopper Dredger (TSHD) and Grab Dredgers and/ or Cutter Suction Dredger and / or any suitable Dredger, with arrangement for direct loading to hopper/ barge and disposing of dredged material at designated dumping ground in outer sea.....	Not Acceptable. Tender Condition shall prevail.
15	Clause 14 Tender Call Notice	<i>Submission of Originals: before opening date and time of tender</i> Employer is requested to consider	Not Acceptable. Tender Condition shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
	[Pages - 5]	for submission of Original documents within 7 days after the closing date for submission of tender online.	
16	Clause 4.3 Instructions to Bidders [Pages -25]	<i>Bid Validity: 180 days</i> Since, keeping expensive dredging equipment idle for such a longer time is not viable for the Contractor, Employer is requested to reduce the bid validity for a period of 60 days	Not Acceptable. Tender Condition shall prevail.
17	Clause 5.2 Instructions to Bidders [Pages -30]	<i>Price Bid in the provided format is to be Submitted through e-tendering mode only</i> Employer is requested to clarify whether the rates/ percentage to be entered directly in the portal or to be entered in the Excel format and uploaded in the portal. In case of BOQ uploading in Excel format, same may please be hosted in the Portal.	Bidder may note that the Price bid to be uploaded in the provided format only. Bidder is advised to revisit the clause once again.
18	Clause 2.30.3 Special Conditions of Contract [Pages -126]	<i>The removal of siltation during the execution of the work shall be the responsibility of the Contractor.</i> As per Cl. 8.0 of SCC (Pg:135), the execution of the Work entails working in the monsoon period. Considering the referred clauses, it is requested to clarify whether the additional siltation due to monsoon will be compensated by the Employer or the Bidder has to make suitable provision in his estimates. Also, Employer is requested to provide the details of estimated annual siltation in the dredging area for bidders' reference.	Not Acceptable. Tender Condition shall prevail.
19	Clause 8.0 Special Conditions of Contract [Pages -135]	<i>The execution of the Work entails working in the monsoon period.</i> Employer is requested to confirm that movement of barges and other crafts associated with the subject dredging work is allowed during monsoon.	Will be allowed subject to guidelines/ direction of Authorities.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
BIDDER - II			
20	Clause 2.3.1 Special Conditions of Contract [Pages -117]	Please provide the layout drawing indicating the different areas with different depths	Attached as <i>Appendix-IV</i>
21	Clause 4.1 Instructions to Bidders [Pages -24]	Kindly consider a separate BOQ item for mobilization / demobilization	Please refer response at S.No.4 above.
22	Clause 4.3 Technical Specifications [Pages -100]	Request to increase the vertical tolerance to 500 mm below the specified design dredge level	Not Acceptable. Tender Condition shall prevail.
23	Clause 4.3 Technical Specifications [Pages -100]	Request to keep a distance of 7 m from existing structures to guarantee the integrity of the structure and the safety of personnel and dredging vessel	Not Acceptable. Tender Condition shall prevail.
BIDDER - III			
24		It is understood from the tender that, the berth construction is in progress. Hence please specify the status of completion and whether there will be any obstructions to continuous dredging work, and if so what.	Berth construction is under completion stage. No obstruction to continuous dredging work is anticipated. However, the bidder should note that other contractors are working simultaneously at the project site. No claims whatsoever will be entertained in this regard.
25		What is the time schedule for commencing the work? The finalization of the tender will take up to Dec. 2023/ Jan. 2024. Accordingly, 7 months including mobilization, work will extend into monsoon, as working in monsoon is difficult and siltation will also affect adversely. Hence it is proposed to consider to take over the area by conducting a joint survey during mid-May 2024 and payment may be released and on completion of monsoon, will conduct a pre-dredge survey and complete the	Please see Clause 2.2.1 of Special Conditions of Contract.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		work. Accordingly, payment may be considered for the quantity dredged based on the pre-dredge survey conducted after monsoon 2024.	
26	Clause No. 2.7.2. of Special Conditions of Contract (Page 118)	It is mentioned that No claim shall be entertained by the Port on account of delay due to shipping movements, due to restriction by the Indian Navy on account of firing exercise, or for similar reasons - Please clarify the normal schedules and time availed by the Indian Navy for firing exercise and similar reasons in a month. Also, please let us know the average time lost due to shipping movements in a day.	Firing exercise schedule shall be confirmed from Indian Navy. Data on average time lost due to ship movement is not available.
27		As per tender it is mentioned that there will be about 200 shipping movements per month in the Ernakulam channel. That means about 7 to 8 movements in a day and these movements will consume considerable time and which will hamper the movement of dredging barges passage to dumping ground and back. Hence it is requested to consider to allow the shipping movement time as additional to the 6 months for completing the work as per tender.	Not Acceptable. Contract period given is considering shipping movement also. Tender Condition shall prevail.
28		As the work is in the Naval area, what is the Site Accessibility through the land for manpower & materials movement and the procedure for passes? Further, what are the restrictions/ procedures to move through the water passage?	Site Accessibility through water only. Necessary approvals will be provided for movement of crafts for Capital Dredging.
29		The borehole data provided is mainly of berth area. What is the nature of the material in the berth pocket, channel, and turning circle areas? If any data is available with either port or with the Indian navy, the same may please be shared for a better understanding of the work.	Available data with CoPA already shared.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
30		While working at the naval area, are there any special instructions/ conditions from their end, and if so what are those conditions to be followed?	The water area is under Cochin Port Authority. If any specific approval from Indian Navy is required, CoPA will facilitate the same.
31		As the work is of the Navy, payment will be made by the Navy or CoPA.	Payment will be made by CoPA from the deposit amount of Navy.
32		Your good selves are aware that, there are unions and other disturbances by locals in the Cochin workplaces. As this work is in navy premises these difficulties can be avoided or otherwise.	All labour related matters shall become under the scope of the contractor.
33		Please confirm, whether any ferry service and other services move through the dredging area. If so, how many movements will be there from the ferry service and others.	No regular ferry services through the dredging area.
34		As there is no mention of the methodology to work out the quantity dredged, please consider the working of quantity by TIN model of Hypack, as the surveys are also conducted with the same software, which is also more accurate and human errors can be avoided.	Please see Clause 7.12 under Technical specifications
35		In Appendix III the chart was given and there is a black and blue line enclosing some area of the channel and turning circle. Whereas, there is no mention of the dredging area. Please confirm the total dredging area and provide the chart for a better understanding of the dredging area.	Please see <i>Appendix-IV</i> attached.
36		As per clause no. 12. EXISTING SERVICES (at page 137/197) sub-clause 12.2, which says, 'Should any damage be done by the Contractor to any mains pipes, cables or lines (whether above or below ground). Whether or not & shown on the Drawings the Contractor must make good or bear the Cost of making good	Details of existing service lines, if any, going through dredging area is not available with CoPA.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		the same without delay to the satisfaction of the Engineer and of the owners.' - Please clarify is there any such existing service lines are going through the dredging area.	
37		As per clause 2.11 Berthing facilities and Maintenance, Clause 2.12 Vessel related charges, it says that if contractor deploys more than 2 dredgers at a time then the charges for additional dredger(s) shall be to the account of Contractor - In this regard we request port to consider if contractor deploys other than TSHDs like Grab/ Backhoe dredgers, treat Grab/ Backhoe dredger along with 2 barges as One dredger for waiver of vessel related charges	One Grab/ Backhoe dredger along with 2 barges will be considered as One dredger for waiver of vessel related charges.
38	Clause 2.7.2. of Special Conditions of Contract (Page 118)	It is mentioned that No claim shall be entertained by the Port on account of delay due to shipping movements, due to restriction by the Indian Navy on account of firing exercise, or for similar reasons - Please clarify whether is there any chance of manoeuvring shallow draft barges by leaving the channel free for port shipping movements.	Movement of shallow draft barges by leaving the channel without affecting port shipping movement will be allowed.
BIDDER - IV			
39	Clause 4.3	Tolerances - The vertical tolerances should be considered as (-) 500 as against (-) 300 mm in the Tender document	Not Acceptable. Tender Condition shall prevail.
40	Clause 10,2.35 and 2.35.3	Performance Security / PBG - 10% + 5 % extra if chartering. The Performance Security be considered as 3% as against 10%. Further, an additional 5% should be removed.	Not Acceptable. Tender Condition shall prevail.
41	Clause 2.9	Mob / Demob - No mobilization / demobilization would be paid. It is recommended that an advance of 10% of the contract value against the PBG be considered for the project.	Not Acceptable. Tender Condition shall prevail.
42	Clause 8	Period of Contract is indicated as Six	Not Acceptable.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		months. - It may be considered to increase the period of contract for 12 months (Considering the difficulties during the movement of vessels during monsoons).	Tender Condition shall prevail.
43		As per Para 2.10 of bid document, it is indicated that Pre-Bid Meeting will be held through Video Conferencing on 27-10-2023, to answer clarifications, if any, on the Bid Documents. Hence, it is requested that please arrange to provide video conferencing link so as to enable us to participate in the pre bid meeting through video conferencing.	Link for the Pre Bid meeting through VC already hosted in the portals as Addendum No.1.
BIDDER - V			
44	Bid Requirements Clause 2.12	The successful bidder shall make his own arrangements for obtaining all necessary licences, permits etc..... Kindly confirm Contractor will be only responsible for his equipment and personnel and employer should have all permission for the project from necessary government bodies.	Required permissions for carrying out dredging are in place. All other permissions required for completing the work shall be obtained by the contractor.
45	EMD Clause 3.13	EMD shall specifically bind the Bidder to keep his offer valid for acceptance up to 180 days Request keep the validity of bid 3 months	Not Acceptable. Tender Condition shall prevail.
46	Validity of Bid Clause 4.3	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). 6 months is too long for equipment planning wise kindly reduce to 2 months.	Not Acceptable. Tender Condition shall prevail.
47	Release of EMD Clause 11.0	The bid security of L2 bidder shall be refunded immediately after entering into agreement with L1 bidder We request you to release the EMD immediately if bidder is not	The Bid Security / EMD of unsuccessful bidder other than L1 and L2 will be refunded immediately after ranking of the Bids.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		successful.	
48	The Contractor Clause 4.12 Rights of Way and Facilities	The Contractor shall bear all Costs and charges for special and/or temporary rights of-way which he may require. Employer should provide free of charge access to site 24x7	Not acceptable. Tender condition shall prevail.
49	The Contractor Clause 4.15 Contractor's equipment	The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. Kindly add Engineer should not hold contractors' equipment without proper reason if area of dredging is not available and/or if the dredging works with (part of) contractor's equipment are finished.	Not acceptable. Tender condition shall prevail.
50	Contract Price and Payment Clause 10.7 Delayed Payment (Deleted)	Kindly add the clause with necessary interest	Not Acceptable. Tender Condition shall prevail.
51		Kindly confirm if any other dredging going in the near by area during the same time.	It is confirmed that no other dredging operation in the specified dredging area.
BIDDER - VI			
52	Clause No. 6.3 (a) Financial Turnover Page-32	Average Annual Financial Turnover during the last three years ending 31st March 2023 shall be at least Ra.1684 Lakhs. We request you to kindly amend the Clause as appended: Average Annual Financial Turnover during the last three years ending 31st March 2023 shall be at least Rs. : 2500 Lakhs. The said request is made so as to invite quality/ reputed Bidders having sufficient amount of bank solvency so as to ensure timely and qualitative completion of the subject	Not Acceptable. Tender Condition shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		Project. Amendment of the said clause accordingly, shall ensure also ensure quality of execution team to be deployed for execution of the subject Project.	
53	Clause No. 4.17 of General Conditions of Contract, Site Facilities Page-63	<p>Facilities Supplied by the Contractor The Contractor shall supply all services, amenities, temporary structures including security fencing and storage compounds, machinery and buildings necessary for the proper execution of the Works at Site at his Cost. The Contractor shall provide and maintain a suitable office at Kochi to which the Board or its representatives may send communications and instructions.</p> <p>We hereby request the Employer to kindly provide us the space for setting up of site office free of Cost. We request you to kindly amend the Clause accordingly.</p> <p>The same is accepted in all the Major and Minor Ports in India</p>	If required, space for setting of office/existing building as per availability will be provided on payment basis.
54	Clause No. 6.10 of General Conditions of Contract, Prolonged Suspension Page-68	<p>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.</p> <p>We request you to kindly amend the Clause as appended: 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 or may be entitled to terminate the Contract post payment of all the monies due pertaining to the execution of the subject Project. However, in case the suspension exceeds 180 days for whatsoever reason, the Contract shall be declared as frustrated and the Contractor shall be entitled for payment of all the monies on account of its work executed .</p> <p>The said request is made as the</p>	Not Acceptable. Tender Condition shall prevail.

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		<p>Contractor shall be incurring huge losses on account of idling or site resources, in case the suspension is prolonged by the Employer for reasons not attributable to the Contractor.</p> <p>The same is accepted in all the Major and Minor Ports in India</p>	
55	<p>Clause No. 10.6 of General Conditions of Contract, Payment Page-72</p>	<p>a) the amount certified in each Interim Payment Certificate within 45 Days after the Engineer receives the Statement and supporting documents; and</p> <p>b) the amount certified in the Final Payment Certificate within 56 Days after the Employer receives this Payment Certificate.</p> <p>It is hereby requested to make the following changes in the Clause: -</p> <p>a)the amount certified in each Interim Payment Certificate shall be released within 15 days from the date of submission of Invoice along with all the requisite documents to the satisfaction of the Engineer.</p> <p>b) The amount certified in the Final Payment Certificate shall be released within 30days after the Employer receives this Payment Certificate.</p> <p>We request you to kindly amend the Clause accordingly.</p> <p>The said request is made to enable the Contractor to maintain a positive Cash Flow for smooth execution of the subject Project. The same is acceptable in all the Major and Minor Ports of India.</p>	<p>Please see modified Clause at <i>Addendum/Corrigendum No.9.</i></p>
56	<p>Clause No. 10.8 of General Conditions of Contract, Retention Money / Security Deposit.</p>	<p>Retention Money shall be deducted from each running bill 5% subject to a maximum accumulation of 5% of contract price.</p> <p>We hereby request you to kindly allow the Contractor to submit Retention Bank Guarantee @ 5% of the Contract Value and thereafter no retention money is to be deducted</p>	<p>Not Acceptable.</p> <p>Tender Condition shall prevail.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
	Page-72	<p>from the RA Bills.</p> <p>Request you to kindly amend the Clause accordingly.</p> <p>The said request is made, since the same would enable the Contractor to maintain a positive cash flow for smooth execution of the subject Project.</p>	
57	Clause No. 21 of General Conditions of Contract, Idle Time Page-86	<p>Refer 2.14 [Traffic] of Special Conditions of Contract</p> <p>It is hereby requested to kindly incorporate the idling charges to be provided to the Contractor on account of delay due to Force Majeure/ Prolonged Suspension and the same shall be paid on mutual agreed rates.</p> <p>We request you to kindly amend the Clause accordingly.</p> <p>The said request is made since in such case the Contractor shall suffer huge financial losses for no fault to the Contractor.</p>	<p>Not Acceptable.</p> <p>Tender Condition shall prevail.</p>
58	Clause 20.0 of Technical Specification, Diving. Page-113	<p>Should any diving work be carried out during the Contract, this shall be in accordance with the rules and regulations of the Cochin Port Authority and Statutory Authorities. The Cost of this diving works will be borne by the Contractor.</p> <p>Diving work needs to be treated as additional work if required by the Employer.</p> <p>We request you to kindly amend the Clause accordingly.</p> <p>The same is accepted in all the Major and Minor Ports in India</p>	<p>Not Acceptable.</p> <p>Tender Condition shall prevail.</p>
59	Clause No. 2.31, Liquidated Damages (LD) for Delay in Completion of General Conditions of	<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</p>	<p>Not Acceptable.</p> <p>Tender Condition shall prevail.</p>

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
	Contract. Page-126	<p>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>We request you to kindly modify the upper limit of LD from 10% to 5% of the Contract Value.</p> <p>We request you to kindly amend the Clause accordingly.</p> <p>The said request is made as LD @10% is on a higher side therefore, LD of 5% as upper limit is standard in case of all the Contracts</p>	
60	<p>Clause No. 2.35.1, Performance Security and Retention Money of Special Conditions of Contract. Page--127</p>	<p>The value of the Performance Security shall be 10% of Accepted Contract Amount and shall be valid upto 30 days beyond the contract period</p> <p>We hereby request you to kindly reduce the Performance Security from 10% of the Contract Value to 5% of the Contract Value, since 5% of the Contract Value is retained from Contractor's RA Bill as retention money.</p> <p>We request you to kindly amend the Clause accordingly</p> <p>The said request is made because, the Performance Security @ 5% is standard and is acceptable in all the Major and Minor Ports in India. This will inturn enable the Contractor to maintain positive cash flow for smooth execution of the subject Project</p>	<p>Not Acceptable. Tender Condition shall prevail.</p>
61	<p>Clause No. 2.47, Variation Exceeding +/- 30% of Special Conditions of Contract. Page-132</p>	<p>If on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 30 per cent of the sum named in the Letter of Acceptance results from:</p> <p>a) The Aggregate effect of all variation orders; and</p> <p>b) All adjustments upon measurement</p>	<p>Not Acceptable. Please see modified Clause at <i>Addendum/Corrigendum No.9.</i></p>

Sl. No.	Reference Clause	Bidders' Queries	CoPA's Responses
		<p>of estimated quantities set out in the Schedule of Quantities, but not from any other cause:</p> <p>the amount of the Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the Employer or failing agreement, fixed by the Employer having regard to all material, and relevant factors, including the Contractor's site and general overhead costs of the Contract.</p> <p>We request you to kindly change the Variation percentage to +/- 10%.</p> <p>The same is accepted in all the Major and Minor Ports in India.</p>	

Sd/-
CHIEF ENGINEER