

PRE BID MEETING ON 06-07-2018 AT 11.00 HRS

Maintenance Dredging at Mormugao Port for the year 2018

Sr. No.	Page No	Clause No.	Subject	Bidder's Query	MPT Reply
1	15	2.1.4	The maintenance dredging work shall be completed in all respects within a period of 45 weather working days from the scheduled date of commencement.	The estimated quantity for this work is 1.74 M Cum & time frame given is 45 weather working days starting from 25th August 2018. Kindly clarify and confirm if the quantity after pre-dredge survey is found to be in excess of the estimate, then proportionate Extension of Time will be given for completion of work.	Extension of time may be considered only if quantity exceeds by 20% of the tendered quantity. In such cases proportionate extension of time will be given considering 120% of tendered quantity.
2	20	8	In case the launches are required during the work, the same shall be hired from the Mormugao Launch Owners Association (MLOA) and the cost towards hiring the launches has to be fully borne by the contractor	Please provide the latest rates for MLOA launch services.	The rate of the launch is Rs 3241/- per hour. However this has to be confirmed by the bidder. MPT will not be taking any responsibility in this regard.
3	47	4.19 e	Any Pilotage with Tug assistance if provided by the Port will be charged to the Contractor as per Port rates	Kindly provide Pilotage and Tug charges as charged by Mormugao Port Trust.	As per the SOR which is available on the MPT website.
4	71	13.6	The amount certified in each Interim Payment Certificate within 15 days after the Engineer receives the Statement and supporting documents after full verification.	The time for issue of Interim Payment Certificate by the Engineer may be brought down to 5 days from 15 days after the submission of statement by the Contractor. Also, Please incorporate suitable clause for payment of interest for any delayed payments by the Employer	The time for issue of Interim Payment Certificate by the Engineer will be 7 working days, against 15 days.
5	137	Annexure	Power of Signatory of bid	No format for POA is provided in tender document. Kindly provide the same	Please see Annexure-2. Also bidders can submit POA in their own format.
6	—	Others	Deployment of WID – Bed Leveller	In order to achieve uniform depth and to attend the unapproachable areas by TSHD, the contractor can use WID / Bed leveller along with any other equipment. Kindly	Agreed

				confirm!	
7	132	Appendix to tender (2 of 2)	Sub clause 13.8 - Percentage of retention money - 5% of value of each payment certificate	—	To be read as - 10% of value of each payment certificate
8	132	Appendix to tender (2 of 2)	Sub clause 13.5 - Minimum amount of Interim payment certificate-5% of the accepted contract amount	—	To be read as - 30% of the accepted contract amount
9	54	7.1	Commencement of Work: 3 rd. Para- There shall be a penalty if the Commencement of the dredging work is delayed and the same is chargeable at the rate of 0.10 % of the contract price per day of delay	It is proposed that in case the Contractor is able to complete the work within the original schedule even though he has commenced late. The penalty deducted for delay in commencement of work is to be returned to the Contractor.	Agreed
10	56	.7.3	Programme: c) 3rd Para-Unless the Engineer, within 10 days after receiving a programme, gives notice to the Contractor.....	Since the Project duration is only 45 days, the Engineer to give notice if any within 7 days from the date of receipt of the Programme from the Contractor.	Agreed
11	71	13.8	Retention Money:- Retention money shall be deducted from each running bill @5%subject to a maximum accumulation of 5% of the Contract price.Retention Money shall be refunded within 30 days from date of payment of final bill	It is clarified that the maximum accumulation of Retention Money shall be 5% of the yearly contract price. It is proposed to provide BG for the Retention Money instead of deducting from the bills.	Retention Money in the form of BG for full 5% amount will also be accepted in advance in lieu of deduction from the running bills.
12	83	17.2	Insurance for works and Contractor's equipment:-Para 3(b)- shall also cover the loss or damage to Part of Works which is attributable to the use or occupation by the Employer of another part of the Works.....	Dredging Works cannot be insured. Further the Contractor shall not be responsible for loss or damage for use or occupation by the Employer.	The Clause may be treated as deleted for dredging works. However the plant, machinery and contractors personnel are to be insured alongwith the Third Party liability arising during the work.
13	98	9.0	Plant and Equipment:- The survey for carrying out the pre dredge and post dredge survey will be carried out by a Third Party surveyor along with the witness. The Third party surveyor will provide the equipment including the launch for carrying out the surveys. The survey can be witnessed by the Contractor and the Engineer's	The cost of Third party surveyor will not be in contractor scope.	Port will bear the cost of Third Party Surveyor engaged for carrying out the Pre and Post dredge survey.

			representative.		
14	107	8.2	The charges for departmental supervision during such overtime work (2or 3 shift work) including Sundays and Holidays shall be born by the Contractor.	It is clarified that the dredging works will be done on 24X7 days a week basis and the Employer/Engineer has to make available their representative on 24 hours basis with no extra cost to the Contractor.	The cost of overtime of department staff will have to be borne by the Contractor for survey works only.
15	12	3	Completion period will be 45 weather working days	Please elaborate weather working days as to what qualify for the same	Weather working day is when Port signal below 3 is hoisted.
16	17	2.2.6	The Bank Guarantee for the EMD shall be valid for a period of 90 days beyond the validity of the bid.	As per Clause 2.2.1, validity of EMD shall be 90 days. Please clarify.	Validity of EMD shall be 90 days.
17	40	4.2(d)	circumstances, which entitle the Employer to termination under Sub-Clause 14.2 [Termination by Employer], irrespective of whether notice of termination has been given	Please confirm that this clause is applicable for Clause 14.2 and not to any other clause.	Confirmed, and may be read as "circumstances, which entitle the Employer to termination under Sub-Clause 14.2 [Termination by Employer], after notice of termination has been given"
18	58	8.1	_____	Please arrange to provide MOE&F guidelines pertaining to the present maintenance dredging work and tests that are to be carried out during the course of execution so as to enable the Contractor to understand the nature and scope of the tests and to include the costs there to in the bid offer.	May refer MoEF&CC relevant notifications.
19	60	9.1(a)	_____	Please confirm that once the desired depths are achieved and demonstrated by hydrographic survey, as a final joint survey, the works are deemed to have been completed and the final day for joint survey shall be treated as completion date.	The date of successful completion of final joint survey will be treated as the completion date for that area.
20	106	4	_____	Since surveys are carried out by a Third party, this clause may please be deleted, else it will be contradictory to the requirements.	Agreed, Third Party Surveyor will be carrying out the survey which will be witnessed by the Contractor and the Engineer .However interim surveys will have to be carried out by the Contractor at his own cost. The Contractor can use a single or

					multi beam echo sounder for interim survey. The survey has to be conducted jointly with the department representative.
21	48	4.21	Security of Site: Unless otherwise stated : (a) the Contractor shall be responsible for keeping unauthorized person off the site and	Since the Site is within the Port, the responsibility of keeping unauthorized person off the site shall be responsibility of the Employer.	The Contractor has to ensure that all personnel working on his vessel shall have valid Port entry permits.
22	62	10.1	Defect Liability Period	Defect liability period of the dredging contract shall be "Nil" and the liability shall cease as soon as the section and or the dredging area is taken over by the employer for issue of taking over certificate. Subsequently the clause 10.2 to 10.8 shall be deleted.	There is no defect liability for dredging work

Note: The replies of those queries where the tender clause needs to be amended have been enlisted above with necessary reply. For the remaining queries/suggestion the Port is not in agreement. Hence the tender clauses prevail.