

MAINTENANCE DREDGING AT MORMUGAO PORT 2016

PRE-BID QUERIES AND CLARIFICATIONS

Sr. No	Ref. Clause No. and pg. no.	Queries	Clarifications by MPT
1.	Cl. No.2, pg. 6 & 7	<p>The estimated quantity indicated is 1.4 million m³ and time frame given is 45 weather working days starting from 25th August. 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.</p> <p>Also, kindly elaborate weather working days. Who decides whether the weather is not conducive for working or otherwise and the parameters for the same.</p> <p>It is stated that underwater obstructions such as tyre/fenders, concrete members, wires, chains, boulders, anchors, broken concrete pieces, debris etc. which are to be disposed-off. Please indicate the size of concrete members, broken concrete pieces and boulders to enable the Contractor to understand the total scope of work. This is further to inform that removing such huge underwater obstructions normally does not come under the maintenance dredging and need to be paid</p>	<ul style="list-style-type: none"> • Extension of time will not be granted for variation in quantities within 15 %. • Time schedule for work completion is 45 weather working days viz. 25th Aug'2016 to 10th Oct'2016. • In case dredger is deployed with capacity lies between 7000 – 12000 cum, dredging activity will commence on 25th Aug and will be completed by 10th Oct' 16. (25 weather working days) • In case dredger is deployed with a capacity more than 12000 cum., dredging shall commence only on 15th Sept16 and completed by 10th Oct'2016. (25 weather working days) • Necessary circular will be issued by Harbour Master if the weather is non conducive to carry out dredging activities. • The specification of the item is inclusive of mobilization, demobilization and dredging in all type of soils including retrieval of entrapped materials such as tyres, fenders, concrete pieces, debris, boulders, anchor, chains etc. These items are only indicative and mentioned in the BOQ. Underwater obstructions weighing more than three tonnes each will be considered separately and shall be payable on mutually

		<p>separately and hence request to include a separate item in the BOQ towards removal of underwater obstructions.</p> <p>Please provide latest bathy chart of the entire dredging area.</p>	<p>agreed terms.</p> <p>Bathymetry chart of 2015 is attached.</p>
2.	Cl. No. 2.1.4, pg. 11	<p>Please clarify and confirm that sufficient notice of time shall be given to the Contractor to enable him to mobilize the equipment for commencement of work by 25th August. Request to place LOA on successful Bidder at least by mid-July so as to enable the Contractor to make necessary preparations/arrangements to commence dredging as per Tender.</p>	<p>LOA will be issued at least 15 days in advance.</p>
3	Cl. No. 2.1.10, pg. 11	<p>It is stated that the Employer also reserves to himself the right to accept any bid in part or parts only with such conditions as he may prescribe. Please confirm that the present scope of work shall not be divided into parts and the whole work will be awarded to a single successful bidder.</p>	<p>The work will not be divided in parts and whole work shall be awarded to Single successful bidder.</p>
4	Cl. No. 2.3.3, pg. 13	<p><u>Validity:</u> We request the Employer to reduce the Bid validity from 180 days to 90 days.</p>	<p>The bid validity shall be valid for 90 days.</p>
5	Cl. No. 4.1.1, pg. 15	<p>It is stated that the Employer may inspect the facilities available with the Bidder. Please note that while the Bidder shall provide access to his facilities with prior notice from the Employer, all the costs related to such inspection by the Employer's team including traveling expenses etc. shall be to the account of Employer only.</p>	<p>The inspection of the equipments, crafts etc. of successful bidder will be carried out at project site if required for which no expenditure will be charged to the bidder.</p>
6	Cl. No. 4.1.2, pg. 15	<p>Please confirm that the revised commercial bids if any will be obtained from the technically qualified Bidders prior to the opening of Price Bids but not afterwards.</p>	<p>In case of obtaining revised commercial bids the same will be intimated to the bidders prior to opening of Financial bids.</p>
7	Cl. No.8.0, pg.16	<p>Please confirm if MGPT has any fixed rate contracts for hiring Launch from Mormugao Launch Owners Association?</p>	<p>Port does not have any fixed rate contract for hiring launch with the Mormugao Launch Owners Association (MLOA). However, the bidder has to consider the cost of hiring the launch from the MLOA for which necessary cost shall be factored by the bidder.</p>

8	Cl. No. 1.1.0, pg.29	It is mentioned that the Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free License to copy, use and Communicate the Contractor's Documents. Please note that while the Contractor shall provide access to Employer to verify the Documents, Contractor shall not be insisted to provide a non-terminable transferable non-exclusive royalty-free License to copy the contractors software's, programs etc. or to modify the same.	This clause is not applicable.
9	Cl. No.2.4, pg.31	Since there is no Defects Liability for Dredging Work, all the clauses wherever the Defects Notification Period, remedying defects/default etc. appears, same need to be deleted and request to issue suitable amendment.	Defects liability after taking over of the work is not applicable.
10	Cl. No.4.1, pg. 34	Please delete the word remedying the defects at the end of para 2 as there is no defect liability for dredging works.	
11	Cl. No. 4.2 (c), pg. 36	Please delete this sub-clause (c) under Performance Security as there is no Defect Liability/Remedy a default for dredging works.	
12	Cl. No. 3.2(a), pg.33	This clause provides that failure to disapprove any work etc. shall not constitute approval and Employer may reject later on. We suggest that there should be some time given to Employer to communicate his approval/disapproval, failing which, it shall be considered as deemed approval.	Tender condition prevails
13	Cl. No. 4.2(d), pg.36	The Employer is entitled to make claim under the Performance Security in the event of Termination by Employer strictly adhering to clause No.14 of GCC as defined. Please be guided that under no circumstances, Employer shall make claim under the Performance Security without serving notice of termination to Contractor.	The Employer will serve Termination Notice in advance as per the terms and condition of the contract.

14	Cl. No. 4.8(d) pg.39	Providing fencing, guarding and watching the works is not relevant for dredging Works. Hence request to delete the clause.	This clause is not applicable.
15	Cl. No. 4.10 pg.39	<u>Site Data:</u> We request the Employer to take responsibility for the authenticity and correctness of the site data/information provided to the Contractor. Employer may appreciate the fact that it is not feasible for any Bidder to conduct all necessary field tests to ascertain the data within the short duration before bidding. While Contractor uses his diligence for interpretation of the data provided by the Employer, the data which is provided by the Employer needs to be authenticated.	Bathymetry chart of 2015 is attached, which is indicative of the dredging quantity, and the bidder shall make their own assessment. In case any additional data is required the same has to be obtained by the bidder at his own risk and costs.
16	Cl. No. 4.19, pg.42	<u>Facilities by the Employer:</u> We request the Employer to provide the Port facilities free of cost during the tenure of the contract period to enable the Contractor to meet the bunkering and routine maintenance requirements of the dredger. We also request to provide suitable accommodation within the port limits for site office to monitor the dredging operations and also suitable accommodation in Port quarters for the Contractor's staff.	Berthing facilities for bunkering will be charged as per Port scale of Rates (SoR). However, free berthing facilities will be provided to carry out maintenance for maximum period of three days in a month, cumulatively for all dredgers. The Port will provide accommodation, premises/ offices/ quarters if available on as is where is basis, Electricity, water and quarter rent will be charged as per the Ports Scale of Rate. Please note that the prevailing rate for water is Rs. 44/m3. The Port will not provide water to the vessels. The bidder shall make his own arrangements.
17	Cl. No. 4.20, pg.43	Clause 4.20 (b) & (c) are irrelevant for dredging work and hence request to delete the same.	These clauses are not applicable.
18	Cl.No.6.3, pg. 49	<u>Ownership of Plant and Materials:</u> Please note that the plant & equipment deployed for execution of the dredging work shall remain the property of Contractor only and Employer cannot claim ownership of the same.	Ownership of the plant and machinery lies with the contractor. However, the employer will be in possession of the same in the event of default on the part of the contractor.

19	Cl.No.6.4, pg.49	Please clarify and confirm that the Testing in this contract means hydrographic surveys only.	The successful bidder will have to carry out soil and water testing if found necessary during the period of the contract.
20	Cl. No.6.5, pg.50	Please clarify and confirm that there is no Royalty applicable in this Contract for any item including disposal of dredged material in the designated dumping ground.	This clause is not applicable.
21	Cl. No.7.1, pg. 50	Please clarify and confirm that there shall not be any penalty for delay in Commencement of work provided that the work is completed within the contract period. It is possible that a Contractor is in a position to complete the work even when the commencement is delayed by deploying additional capacity.	Please refer to reply at Sr. No. 1 above. There will be no penalty for delay in commencement provided the bidder submit the dredging schedule indicating the capacity of the dredger to be deployed. However, the Liquidated damages shall be applicable if the work exceeds the stipulated time period.
22	Cl. No. 7.2(c), pg. 50	We request the Employer to consider reducing the LD amount to maximum of 5% of Contract value.	Not Agreed. Tender condition prevails.
23	Cl. No.7.4 & 7.5, pg.52	In case the work is hampered / delayed due to the instructions of the Engineer/Employer which results in idling of the dredgers/equipment for the reasons attributable to Employer, then the delays shall be compensated not only by extending the contract period suitably but also by way of paying idle time charges. Further we suggest adding "conditions beyond the control of the Contractor and Local disturbances" as one of the conditions for extension of time for completion.	In case of delay caused is on the Port account, idle time charges for delay for more than 24 hrs at a stretch for maximum of one dredger will be payable and also extension of time for work completion shall be considered. Not agreed. The clause prevails.
24	Cl. No.7.8 & 7.12, pg. 53 & 54	It is stated that during suspension, the Contractor shall protect, store and secure the works against any deterioration, loss or damage and shall make good any deterioration or defect or loss of the works upon resumption of work. Please note that the Contractor shall not be held responsible for any deterioration, loss or damage which has occurred during the suspension, as the suspension	If the work is suspended due to the default of the contractor, the siltation taken place during such period will be accounted to the contractor.

		<p>caused would be due to the instructions of the Engineer/Employer and attributable to Employer only.</p> <p>Further, if the suspension is purely at the option and convenience of the Employer, then Contractor has to be compensated suitably by paying idle time charges in addition to the grant of extension of time.</p>	
25	Cl. No. 7.10(b), pg. 54	<p>It is stated that in the event of suspension, the Contractor shall be entitled to payment of the value if the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.</p> <p>Please note that the Contractor cannot mark the Plant/Materials as Employer's property and shall remain the property of Contractor only and the Contractor shall be entitled to payment for the work done in the event of suspension.</p>	This clause is not applicable .
26	Cl. No. 7.12, pg.54	The Contractor shall not be held responsible for any deterioration or defect which has occurred during the suspension as the suspension caused is due to the instructions of the Engineer/Employer and attributable to Employer only.	PI refer reply to sr. no 18 and 25 above
27	Cl. No. 8.1, pg.54	Please arrange to provide the 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 thereto in the bid offer.	Kindly refer MoEF & CC website for such information.
28	Cl. No.8.2, pg.54	We presume that the tests upon completion of works in this contract mean the joint post dredging surveys. Therefore, request to reduce the notice period to 2 days as against 21 days.	Notice period is reduced to 7 days.

29	Cl. No.10, pg.58	<u>Defects Liability</u> : Once the Taking-Over Certificate is issued by the Engineer, there shall not be any further liability to Contractor as there is no Defect Liability for this contract. Hence, request to delete the entire clause of Defects Liability.	Defect liability clause is not applicable after issuing taking over certificate.
30	Cl. No. 13.5, pg.66	The time for issue of interim payment certificate by the Engineer may be brought down to 3 days from 15 days after submission of statement/documents by the Contractor.	Tender condition prevails
31	Cl. No. 13.6, pg. 67	The time for release of interim payment be brought down to 7 days after Engineer receives the statement with supporting documents and the final payment may be released within 15 days of Employer receives the Final Payment Certificate.	Interim payments will be made within 15 days and final payments within 30 days.
32	Cl. No. 13.7, pg.67	<u>Delayed Payment</u> : Please incorporate suitable clause for payment of interest @ PLR + 2% for delayed payments by the Employer. This is the standard clause being followed by other major Ports.	Not agreed. Tender condition prevails
33	Cl. No. 13.1, pg.68	The final payment may be released by the Employer within 15 days of receipt of Final Payment Certificate from the Engineer.	Pl. refer reply vide sr. no 31.
34	Cl. No. 16.2, pg. 75	Reference to last paragraph, please note that the responsibility of the Contractor ceases upon issue of Taking over certificate and Contractor shall not be held responsible for any loss or damage whatsoever occurs after the Taking over.	Agreed.
35	Cl. No. 17.2, pg.78	Please note that while the Contractor's plant & equipment are covered under P&I and H&M insurances, the Dredging works are not insured. As such, request to issue suitable amendment to this clause.	Contractor has to insure all their plant, equipments personnel , third party etc. However there is no insurance for dredging works.
36	Cl. No. 25, pg.86	Request to amend the clause to release full Mobilization amount upon commencement of dredging.	Tender condition prevails

37	Cl. No. 26, pg.87	<u>Idle time</u> : It may please be appreciated that the equipment proposed and the cost thereof by each Bidder is different. Therefore, there is no rationale for matching the Lowest evaluated Tenderer idle time charges to that of lowest idle time charges quoted by the Bidders. Request to consider the idle time charges as quoted by the L1 Bidder for the purpose of payment of idle time for his equipment.	Idle time charges will be payable to only such dredgers which are idle as per the rate prescribed in the revised bill of quantities as attached. The rate provided for 1000m3 hooper capacity will be applied pro-rata for dredger which was idle as prescribed in the tender.
38	pg. 89	Please provide coordinates of the dumping ground.	Drawing and coordinates showing the dumping ground location is attached. Geographical Coordinates of Spoil ground are: Point 1: 15 deg 25' 7.2003" 73 deg 44' 54.000" Point 2 : 15 deg 25' 0.0156" 73 deg 44' 18.5999" Point 3 : 15 deg 26' 4.1994" 73 deg 44' 7.8000" Point 4 : 15 deg 26' 11.9994" 73 deg 44' 33.6000"
39	Cl. No.3.2, pg.90	Please provide the latest Bathymetry chart in AUTOCAD format to enable the Contractor to understand the present depths.	Bathymetry chart of 2015 is attached .
40	Cl. No.4.2, pg.92	<u>Tolerance</u> : Request to consider Horizontal tolerance of 5 meters on either side of the channel.	Not agreed. Tender condition prevails.
41	Cl. No. 4.2.1.2, pg.92	Keeping in view the short duration of contract, it is suggested that the bill survey be carried out once in a fortnight.	Agreed.
42	Cl. No.8.1, pg.94	Please confirm whether the quantity computations for the purpose of payments shall be done using survey software or manually using Simpson's rule.	Software may be used ,however the quantity calculation shall be as per Simpson's Rule and will be the basis for payment.
43	Cl. No.9.0, pg.96	We request the Employer to provide Port Survey Launch free of cost for pre and post dredge surveys.	Port survey launch will be provided as per prevailing Scale of Rates.
44	Cl. No. 11.0, pg. 98	This clause seems irrelevant for the present maintenance dredging work and hence request to delete.	This clause is not applicable.

45	Cl. No.14, pg.104	Please provide the drawing indicating the location of such pipes, cables etc.	This clause is not applicable.
46	Cl. No.2, pg.6	Hardened sand can never technically constitute of Maintenance Dredging. It is not possible after every year of maintenance dredging hardened sand would exist as part of Maintenance soil and hence proposed to be taken out of Soil description	Not agreed. Tender conditions prevails.
47	Cl. No.2, pg.6	Kindly be informed that the items mentioned under (i) to (v) doesn't form the part of dredging operation and shall be deemed as salvage operation and hence It is clarified that it is not possible by an experienced Contractor to include the cost for all un-known risks at the time of bidding and accordingly all these risks are to be paid extra at actual.	Not agreed. Tender conditions prevails.
48	Cl. No.2.2. 11, pg.12	In any case the EMD shall be released immediately on expiry of the Bid, if the bidder has not extended his offer.	The EMD should be valid for 28 days beyond the validity of the bid. Other than L1 & L2 all other bids will be released immediately.
49	Cl. No. 3.1.i, pg.15	Depending on the clarifications given during the pre-bid meeting, it may be necessary to keep some clarifications to the bid conditions at the time of bid submission. Hence this clause may please be deleted.	There will be no further clarification at the time of bid submission. Conditional tender will be rejected.
50	Cl. No. 4.12, pg.41	Since it is not possible to account for any number of tyres at the time of bidding, Employer is requested to indicate to what extent is to be included in the bid and any quantity in excess would be paid extra by Employer. In case of encountering of tyres in areas to be dredged by TSHD, the idle time to remove the obstructions from the drag head and idle time due to diving operations if any shall be paid by Employer along with the loss of production which should be jointly arrived.	Not Agreed . Tender condition prevails.
51	Cl. No. 4.21 a, pg. 44	Since the Site is within the Port, the responsibility of keeping unauthorized person off the site shall be	Tender condition prevails.

		responsibility of the Employer.	
53	Cl. No.7.2, pg.51	In line with the last tender, it proposed to recover a sum equal to 0.5% per week or part thereof instead of 2.0% per week as proposed. It is also proposed that maximum liquidated damages recoverable for the delay in completion be limited to 5% of the Contract price of each year.	Not Agreed Tender condition prevails.
54	Cl. No. 7.12, pg.54	It is clarified that any such making good of defect in or loss of works shall be done by the Contractor at the cost of Employer.	Port is not liable for any additional payments other than mentioned in the BOQ.
55	Cl. No. 12.1, pg.63	At the end of Sub-clause add separate Para "If the Variation should require the use of further and additional Contractor's equipment and /or Plant to be imported on the Site, the Contractor shall prior to the implementation of the Variation ,give an immediate notice to the Engineer of both time and the financial implications of such Variation. Agreement on such implications must be reached before implementation of the relevant variation.	Tender condition prevails
56	Cl. No. 12.4, pg.64	For chartered vessels, major costs are to be incurred in Euro, Provision for payment of exchange rate variation to be incorporated.	Tender condition prevail
57	Cl. No. 13.6, pg.67	Replace 21 days by 14 days Replace "45" days with "30" days respectively.	Agreed.
58	Cl. No. 13.7, pg. 68	If the contractor is not at fault, It is clarified that financing charges at SBI lending rate shall be payable on delayed payments.	Not agreed
59	Cl. No. 13.8, pg.68	. It is proposed to provide BG for the Retention Money instead of deducting from the bills. The Retention BG is to be returned immediately on issuing the taking over certificate..	Agreed.

60	Cl.No.14.2 pg.71	Please note that Contractor's dredging equipment cannot be sold by the Employer due to any reason.	This clause is not applicable.
61	Cl. No. 14.5, pg.72	In case of Termination for Employer's convenience, in addition to the payment as per Clause 18.6, the Contractor shall be entitled for payment of 10% of the unexecuted work as on date of termination.	Not agreed and Tender condition prevail
62	Cl. No. 15.2, pg.71	It is proposed to replace "45" days in Para (a) with "28" days in para(a) and "30" days in Para (b) with "15" days.	Agreed
63	Cl. No. 16.3, pg.75	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"> • Use or occupation by the Employer of any part of the Works except as may be specified in the Contract, • Suspension of work unless it is attributable to any failure of the Contractor. Any failure of Employer or the Engineer. • 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 • Climatic Conditions more adverse than specified in the tender. • Any delay or disruption caused by any variation. • Damage which is unavoidable result of the Contractor's obligation to execute the work • 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. 	Not agreed.
64	Cl. No. 16.6, pg.77	It is proposed that the Maximum Liability of the Contractor under this Contract shall not exceed 20% of	Not agreed and Tender condition prevail

		the Accepted Contract Amount.	
65	Cl. No. 17.1, pg. 77	<p>Since the Contractor is already having policies for his equipment and personnel any additional premium if to be paid for the terms to be approved by the Employer the same shall be to the account of Employer and subject to approval by the to the insurance market.</p> <p>Please replace it with "any amounts not insured or not recovered from the insurers shall be borne by the liable party according to the terms and conditions of this Contract." and delete the balance part.</p>	Insurance policy for dredger. Equipments, machinery, materials, personnel and third party etc shall be provided by the bidder..
66	Cl. No.17, pg. 80	It is clarified that the Contract pricing shall be based on the current premium applicable under the War Risk Policy for this area. However, under writers have the right to withdraw or limit cover, raise premium or enforce additional safety measures with 7 days' notice if the local political conditions change. All extra cost that might be result of thereof will be to the account of Employer.	Tender condition prevails.
67	Cl. No.26, pg. 86 & 87	It is clarified that since the idle time rate of each bidder will depend on the capacity of the dredger proposed and the age of the dredger, it is not possible to match the lowest idle time charges quoted by bidders whose bids are response and idle time payable shall be as per the rate to be quoted by the bidder.	Not agreed and Tender condition prevail
68	Cl. No. 29.2, pg. 87	It is proposed to replace the para with the following "Any and All dispute, disagreement or difference arising out of or in connection with the provisions of this Contract including any question regarding its existence, validity, interpretation, breach etc. of the substantive agreement the same shall be referred to and finally resolved by an international commercial arbitration within the meaning of Section 2(1) (f) of the Indian Arbitration and Conciliation Act 1996 under and in accordance exclusively with the Rules of Arbitration of	Tender condition prevail

		the International Chamber of Commerce, Paris (ICC Rules). The arbitration tribunal shall be composed by three arbitrators; each party shall appoint one arbitrator and the chairman of the tribunal be appointed by the two arbitrators in accordance with the ICC Rules. The place of Arbitration shall be New Delhi, India. The Decision/ award of the arbitrators shall be final and binding and is subject to Exclusive jurisdiction of the Courts at New Delhi and which courts shall have exclusive jurisdiction in all matters arising from the Contract.”	
69	BOQ Item 1, pg. 89	It is proposed to have a separate BOQ item for mobilization and separate item for Demobilization without any cap so that the contractor pricing would be more accurate.	Not agreed and Tender condition prevail
70	BOQ Item 1, pg. 89	This being a maintenance dredging, the contractor cannot be excepted to dredge the compacted sand ,boulders, concrete pieces etc. and these are to be removed from the scope and BOQ description of material.	Not agreed . Tender condition prevails.
71	Cl. No.4.2, pg. 92	It is proposed to consider a horizontal tolerance of +1.5 m on either side. It is also proposed to increase the vertical tolerance to 50 cm from 30 cm.	Tender conditions prevails.
72	Cl. No. 4.2.1.3, pg. 93	It is not fair that Port would want to carry out the Pre and Post dredge survey but not responsible for the non-functioning of his survey launch or equipment. In such case (when his survey boat / equipment is not functioning, alternatively, the contractor shall be permitted to use his own survey craft for the pre and post survey with the leveling and calibration carried out to the satisfaction of the third party and the port representative.	Please refer to Cl. No. 9.0 under “Plant and Equipment” The Port will provide the equipments including the launch for carrying out the joint pre-dredge and post dredge surveys and the hire charges of the launch shall be borne by the contractor which will be payable as per the Port’s Scale of Rates.

73	Cl. No. 6, pg.93	It may be noted that it is operationally impossible to not have any over dredging. It is suggested to allow over dredging but restrict the payment to paid tolerance and extent of permissible over dredging can be agreed to with the Engineer.	Necessary care shall be taken while dredging near the Berth face and mooring dolphins
74	Cl. No.9, pg. 96	It is proposed the survey launch and the equipment be given free of charge, The Port survey launch shall work on day and night during the pre-survey and post survey period. Any delay due to Port Launch not working on day and night basis shall be to the account of Employer. Alternatively, the contractor hereby proposes to use his own survey craft for the pre and post survey with the leveling and calibration carried out to the satisfaction of the third party and the port representative.	Please refer to Cl. No. 9.0 under "Plant and Equipment" The Port will provide the equipments including the launch for carrying out the joint pre-dredge and post dredge surveys and the hire charges of the launch shall be borne by the contractor which will be payable as per the Port's Scale of Rates. Contractor is allowed to bring their launch and survey equipments only in case of breakdown of Port survey launch, which will be intimated in advance.
75	Cl. No. 9.1.1, pg. 97	It is proposed that removal and replacement of buoys/ Piles shall be carried out by the Employer at Employer's cost.	There are no buoys/ piles within the proposed maintenance areas. However if any shifting if required the same will be borne by Port.
76	Cl. No. 9.1.3 & 9.1.4, pg. 97	While all the due care and caution shall be exercised by the contractor for the right of way for the shipping movement and if such movement / orders of the Harbor Master delay the dredging operations of more than 3 hours cumulative / week, the same shall be paid in accordance to the idle time rates.	No additional payment on account of delays due to shipping movement will be paid to the contractor. Idle time charge are not applicable during shipping movements
77	Cl. No. 12.0, pg. 98	It is clarified that the daily log sheets forms the basis for payment of idle time of the dredger for reasons attributable to the Employer.	The daily progress of work shall be submitted indicating all the details of day progress. Idling of dredger more than 24 hrs at a stretch on Port account shall be reported immediately.
78	Cl. No.8.2, pg. 103	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.	Dredging activities will be monitored by the Port . However Payment of overtime for the Port survey staff for working on holidays and Sundays will be payable by the contractor . Hydrographic survey will be carried out during day time only.

79	Cl. No. 12.3 & 12.4, pg. 104	It is clarified that if the working together with other contractors result in idling of the Contractor's equipment, idle time is payable. Similarly, any additional work generated due to working with other contractors and their drawings, the additional cost is payable by Employer. In order to execute the additional work ,if mobilization of additional equipment to site is necessary, prior agreement on such cost is to be agreed to before mobilization of additional equipment to site.	This issue is not envisaged
80	Cl. No.19, pg. 105	It is clarified that possession of partially completed work would be deemed to have taken over and the Engineer has deemed to have issued the taking over certificate for such work.	Port will not take over any part work.
81	Annexure – 4 Specimen BG Pg. 111	It is clarified that the bank cannot keep the validity for indefinite period and its liability shall be up to the validity date given in the BG	BG shall be valid for 120 days and additional 28 days for claim period. Therefore the last date shall be calculated accordingly .
82	Annexure – 4 Specimen BG Pg. 112	It is clarified that the Bank can extend the BG validity on demand by Board and it is to be deleted.	Port has the right to extend the BG if the situation demands, for which advance notice will be sent to the contractor.
83	Specimen EMD (BG format) Pg. 113	To replace the same with the following-“ This guarantee will expire unless otherwise extended at the request of the Tenderer on whose behalf this guarantee has given and will be done at Bank's Own discretion”	The specimen BG at Annexure-4 page 111 shall be applicable to EMD also.
84	Appendix to tender, pg. 131	It is proposed that the rate of LD shall be 0.5% per cent per week of part thereof and the maximum LD be limited to 5% of the yearly contract value.	Tender condition prevails.
85	Appendix to tender, pg. 135	It is clarified that the limit of minimum amount of Interim Payment certificate shall be 5% of contract amount.	Minimum amount of Interim certificate is restricted to the fortnightly bill quantity.

86	Refer(Note) under clause 11 page 8	<p>“The Tenderer shall possess by absolute ownership/disponent ownership/ Charter/ lease, Trailing Suction Hopper Dredger(s) with hopper capacity of not less than 7000 cu.m. Tenderer may note that not more than two dredgers will be considered for computing the minimum Hopper capacity of 7000 cu. m.”</p> <p>As the estimated aggregate quantity of material to be dredged in respect of maintenance dredging in above areas is approximately 1.4 million cubic metres, this can easily be achieved by a dredger with hopper capacity of not less than 4500 cu.m</p> <p>It is therefore requested to amend the eligibility criteria for the minimum Hopper capacity from 7000 cu. m to 4500 cu.m</p>	Not agreed. Tender condition prevails.
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