

RECORD NOTE OF THE ONLINE ZOOM PREBID MEETING HELD AT 15.00 HOURS ON 26-03-2021 REGARDING THE TENDER FOR ENGAGING A THIRD-PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING FOR THE YEAR 2021-22 AT COCHIN PORT (Tender No. T15/T-1941/2021-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 Solutions  
M /s Tata Consultancy Engineers(TCE),  
M/s NTCPWC

The meeting commenced at 15.00 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 received from some prospective bidders will be answered first and the queries raised during the meeting will be clarified thereafter. Chief Engineer also informed that the bidders can furnish written queries up to 5.00pm on the same day and same will be answered.

To a specific query raised by the TCE's representative that whether NTCPWC is registered under Indian Company's Act to participate in the bidding process, Chief Engineer clarified that since it is a limited tender, NTCPWC have been selected by CoPT being the current consultant for the work. Regarding another query from the bidders on the requirement of presence of Team Leader on all days of the work, CE clarified that, the Team Leader shall be available for all the weekly review meetings and also in any other important meetings taken by higher authorities.

The written queries and the queries raised by the representatives during the meeting and the response of CoPT thereto are attached.

The Chief Engineer concluded the meeting at 16.00hrs, thanking all present.

  
CHIEF ENGINEER

ADDENDUM NO.2

TENDER DOCUMENT FOR ENGAGING A THIRD-PARTY CERTIFICATION CUM SURVEY AGENCY FOR MONITORING THE MAINTENANCE DREDGING FOR THE YEAR 2021-22 AT COCHIN PORT - Tender No. T15/T-1941/2021-C

Sl.No.	Clause/Page No.	Clause description	Bidders query	Remarks
<b>BIDDER 'A'</b>				
<b>E- TENDER NOTICE</b>				
1.	Clause 12 Page -05	The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards the cost of Bid Document, (ii) EMD Declaration and (iii) Power of Attorney, if applicable, along with letter of submission in a sealed cover duly mentioning the Tender No. & Name of Assignment, due date of opening of Bid and Name of the Bidder to the Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA, upto 15:00 hrs. on 05-04-2021.	<p>Since the Online bid submission is till 14.30 hours on 05-04-2021.</p> <p>The bidder may please be allowed to submit the originals by 7<sup>th</sup> April 2021. Since as per Clause -13 needs to submit scanned copy in the e-portal</p> <p>The bidder may be allowed to submit the documents by Speed Post / Courier at the bidder risk.</p>	<p>Due date of submission of bid is extended upto <b>15/04/2021</b>.</p> <p>The mode of submission of specified original documents is as per the discretion of the bidder. <b>However, the originals of documents as specified in Clause 12 of the e-Tender Notice shall be reached the EMPLOYER within 3 (three) working days from the Bid Due Date.</b></p>
<b>INSTRUCTIONS TO BIDDERS</b>				
2.	Clause 9.15 Page -08	The bidders must have EPF Registration Certificate & ESI or Insurance Policy for workmen compensation and copy shall be submitted.	<p>The bidder would like to draw attention to THE EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 -ACT NO. 19 OF 1952</p> <p>1. Short title, extent and application:</p>	<p>An undertaking regarding EPF and ESI Contribution as attached at <b>Annexure -A</b> in Non-Judicial India Stamp Paper worth Rs. 200/- shall be submitted by the bidder.</p>

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			<p>application:                      (b) to any other establishment employing 6[twenty] or more persons or class of such establishments which the Central Government may, by notification in the Official Gazette, specify in this behalf:                      The bidder would like to state that this ACT applies to establishment employing 20 or more persons. Presently the bidder's firm is not employing more than 20 persons and hence not registered under the ACT. However, the bidder shall provide an undertaking in Stamp paper stating that the bidder shall register under the EPF ACT, in case the number of Employee's reach 20 numbers and the bidder undertakes to indemnify the Employer for any claim under the ACT.                      The bidder is empanelled with IPA and had been quoting in other Major Port Trusts as above without EPF Registration. Moreover, since the Employer's requirement is for Engineers with experience, they do not come under ESI scheme.</p>	

All Addendum/ Corrigendum shall form part of the Bid document and shall be duly signed and submitted along with the Bid by the Bidder



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3.	Clause 18.4 Page - 11	If the Bid is made by an individual it shall be signed by his full name and his address shall be given. In the event of the Bid being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper Power-of-Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such Power-of-Attorney to be attached with the Bid which must disclose that the firm is duly registered under Indian Partnership Act.	In case of partnership firm, will it be acceptable that all the partners provide Power Of Attorney to sign on their behalf in stamp paper.	Bid shall be submitted by any partner, who is authorized for signing the bid as per Power of Attorney (Annexure - 2 of the Bid document) issued by the authorized person, empowered as per Partnership deed.
4.	Clause-18.11 Page - 13	The Bidder shall submit the originals of: (i) DD/ Pay Order/ Bankers Cheque towards the cost of Bid Document, as applicable, (ii) EMD Declaration and (iii) Power-of-Attorney, if applicable, along with letter of submission in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to the Chief Engineer, Cochin Port Trust, W/Island, Cochin - 682009, KERALA upto 14.30 hrs. on 05-04-2021.	Since the Online bid submission is till 14.30 hours on 05-04-2021. The bidder may please be allowed to submit the originals by 7th April 2021. Since as per Clause -13 needs to submit scanned copy in the e-portal The bidder may be allowed to submit the documents by Speed Post / Courier at the bidder risk.	Refer response to Item No. 1 above.
<b>3. GENERAL TERMS &amp; CONDITIONS OF CONTRACT</b>				
5.	Clause - 25 Page - 29	Insurance to be taken by the Agency	Please provide limit of each of the insurance Cover.	A comprehensive insurance covering all the insurances as per

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6.	Clause - 32. Page -31	Availability & Penalty: ..... However, in case of any emergency / crisis management, the Third Party Certification Cum Survey Agency shall carry out additional duties as per the requirement without any additional financial liability on Cochin Port Trust.	Please provide details of nature of additional works.	the tender conditions shall be taken for a value not less than contract value plus 10% thereon. The clause details about additional duties in case of any emergency/crisis management, beyond the normal shift duties.
<b>BIDDER 'B'</b>				
7.	e TENDER NOTICE Cl. 4 Page 4	The period of contract shall be for a period of one year and likely to be extended for another two years on the same terms and conditions, at the discretion of CoPT and based on the Performance of the Agency	We understand that the financial evaluation for award of assignment is based on the consultant's quoted fee for 12 months.  However, as the project is likely extendable for another 2 years, we request an increase in consultants fee @ 10% rate each year.	It is confirmed that Financial evaluation for award of assignment shall be based on the consultant's quoted fee for 12 months.  Not acceptable. Tender condition shall prevail.
8.	3. GENERAL TERMS & CONDITIONS OF CONTRACT	Whenever, on the opinion of the Employer, additional properly qualified staff is considered necessary, they shall be employed by the Third Party Certification Cum Survey Agency without additional charge on account thereof.	Request clarification on the positions to be deployed additionally and these positions	It is clarified that in case, any of the deployed manpower of the agency is found inefficient in

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Sl.No.	Clause/Page No.	Clause description	Bidders query	Remarks
	Cl.16 Page 24	For the purpose of similar basis/grounds of quoting for all bidders	shall be payable at actuals	meeting the required output within the reasonable time as per the tender conditions, the properly qualified manpower shall be employed by the agency, replacing that manpower without any additional charge on this account.
9.	3. GENERAL TERMS & CONDITIONS OF CONTRACT Cl. 19 Page 25	19. Third Party Certification Cum Survey Agency to Indemnify Board: Should Board have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Third Party Certification Cum Survey Agency and Third Party Certification Cum Survey Agency shall not be at liberty to dispute or question the right of Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.	Request to kindly limit the liability equivalent to the value of consultancy fees for subject assignment.	Not acceptable. Tender condition shall prevail.
10.	2. INSTRUCTIONS TO BIDDERS Cl.25.3,Page15	Selection of bidder: The assignment shall be awarded with a firm with lowest financial quote among the Technically qualified firms.	Request kindly consider QCBS evaluation criteria with weightage of technical score - 80% and financial score-20%	Not acceptable. Tender conditions shall prevail.
11.	4. Terms of Reference	Availability of Team Leader	Specify the number of visits of Team Leader	Please refer Clause 5(a) of Terms of Reference (ToR). Apart from that, Team Leader shall be available

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SI.No.	Clause/Page No.	Clause description	Bidders query	Remarks										
<b>BIDDER 'C'</b>														
12	Terms of Reference Clause no 3 Scope of Work Page 33	<p>i. Monitoring the dredging activity on board the dredgers round the clock on 24x7 basis and certification of the dredging method, location, volume, performance of dredgers and shortfalls in the performance of dredging work for maintenance of channels and berth basins at Cochin Port as per the tender conditions</p> <p>ii. Monitoring, witnessing and certifying all bathymetric fortnightly and weekly surveys as per the tender conditions</p> <p>iii. Submission of periodical and final reports,</p> <p>iv. Providing manpower as detailed below for the above assignment.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sl.no</th> <th>Description of service</th> <th>Required manpower (nos.)</th> <th>Duration in Months</th> <th>Eligibility</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Monitoring the dredging work on board in two</td> <td>6</td> <td>12</td> <td>Essential Qualification: B Tech /BE in Civil Engg. or above</td> </tr> </tbody> </table>	Sl.no	Description of service	Required manpower (nos.)	Duration in Months	Eligibility	1	Monitoring the dredging work on board in two	6	12	Essential Qualification: B Tech /BE in Civil Engg. or above	<p>Whether the Charts have to be certified at the Survey Boat on completion of each survey or in the office of the Contractors.</p> <p>Whether the charts have to be processed jointly or the same will be produced for independent review of the Third Party Certification Agency.</p>	<p>for all weekly review meetings, for which no prior request from CoPT shall be made.</p> <p>The surveyors engaged by the Third Party Certification Agency shall be responsible for processing and correctness of the survey data and it shall be done jointly with Contractors. The survey charts shall be prepared by the contractors as per the processed survey data and shall be submitted to Hydrographic Surveyor/ Third Party Certification Agency for verification. After verification, the charts shall be jointly signed by the Contractors, Third Party Agency and Dy. Conservator, CoPT before its submission.</p>
Sl.no	Description of service	Required manpower (nos.)	Duration in Months	Eligibility										
1	Monitoring the dredging work on board in two	6	12	Essential Qualification: B Tech /BE in Civil Engg. or above										



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		dredgers 24x7- 8 hrs/shift basis				
	2	Monitoring, witnessing and certification of the fortnightly and weekly bathymetry surveys	2	12	Essential Qualification: Diploma in Civil Engg. or above	Is it mandatory that the Team leader has to be present during the normal working hours for the entire tenure of the Contract at Cochin?  Refer to the response to query No.11 above.
	3	Team leader	1	12	Essential Qualification: B Tech /BE in Civil Engg. or above. Experience: He should have minimum two years of experience in monitoring of dredging /	

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13.	General	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%; text-align: center;">surveying works</td> </tr> </table>				surveying works	<p>Kindly confirm whether the transport shall be provided for commutation of project officers/staff from the shore to dredger and vice-versa.</p> <p>In the unlikely event of continuation of Pandemic situation the procedures to be followed for monitoring as well as surveying</p>	<p>Boat facility is to be provided by the Contractor of maintenance dredging for supervision of departmental staff and this facility can be extended for this purpose.</p> <p>Tender conditions shall prevail.</p>
			surveying works					

  
**CHIEF ENGINEER**  
 8/04/2024



**ANNEXURE A**

**COCHIN PORT TRUST**

**UNDERTAKING REGARDING EPF AND ESI REGISTRATION**

(To be furnished on India Non-Judicial Stamp Paper worth Rs. 200/-)

I/We, M/s. ....(Name & address of the Tenderer) solemnly affirm and undertake that I/We knew that the contract employees, employed in or in connection with activities of Cochin Port Trust are covered under the EPF & MP Act, 1952 and ESI Act, 1948 and Code Numbers are allotted by the respective statutory authorities and contributions are paid in respect of them.

Whereas the employees employed by M/s..... (Name & address of the Tenderer) are excluded under Section 2 (f) of the Employees Provident Fund Scheme, 1952 and are drawing wages more than statutory limit prescribed for enrolling under the EPF scheme. Similarly the employees employed are drawing wages more than the statutory limit prescribed under section 2(9) of the ESI Act also.

Now I/We shall undertake that if the statutory limit for enrollment under the said scheme and Act are enhanced we will pay the entire amount due to the statutory organizations under the EPF & MP Act, 1952 and ESI Act, 1948. I/We shall submit the details of wages of the employees to Cochin Port Trust for verification.

I/We further undertake that we shall indemnify Cochin Port Trust from any claim and/or any actions arising thereof under both the above scheme and Act and shall take full responsibility for all the consequences arising in this regard.

SIGNATURE OF THE TENDERER