

RECORD NOTE OF THE PREBID MEETING HELD ON 20-05-2022 IN THE MINI CONFERENCE HALL OF COCHIN PORT AUTHORITY (COPA) REGARDING THE TENDER FOR CONSTRUCTION OF JETTY AND ASSOCIATED FACILITIES FOR HANDLING RO-RO SHIPS AT COCHIN PORT (Tender No.T14/T-1965/2022-C)

The following officials of CoPA were present in the meeting.

1. Shri. Paritosh Bala, Chief Engineer
2. Shri. S.K. Sahu, FA&CAO
3. Shri. V. Thuraipandian, Chief Mechanical Engineer
4. Shri. Joji Paul, Dy. Chief Engineer-II

Representatives from the following firms were present in the meeting.

1. M/s. Geotech Construction Co. Pvt. Ltd., Kochi
2. M/s. K.V.Joseph and sons (P) Ltd., Kochi
3. M/s. CECONS, Kochi
4. M/s. KVJ Builders, Kochi

The meeting commenced at 11.00 am with Chief Engineer welcoming all the participants. 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 after the written queries. Chief Engineer also informed that the bidders can furnish written queries up to 5.00pm on 24-05-2022 and same will be answered.

Replies to the written queries and the queries raised by the representatives were given to the extent possible and it was informed that the formal responses of the department to all the queries will be shortly uploaded in the site as an Addendum/Corrigendum. As item for dismantling of dilapidated jetty structure is not included in the BoQ, revised Price Bid will also be uploaded incorporating item for dismantling jetty structure.

Sd\
Dy. Chief Engineer-II

Sd\
Chief Engineer

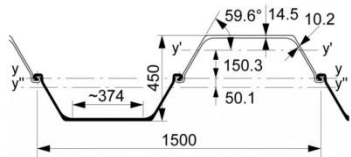
Sd\
FA&CAO

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Chief Mechanical Engineer

**TENDER FOR CONSTRUCTION OF JETTY AND ASSOCIATED FACILITIES
FOR HANDLING RO-RO SHIPS AT COCHIN PORT**

(Tender No.T14/T-1965/2022-C)

**QUERIES FROM BIDDERS AND REPLIES/ DECISIONS OF THE
DEPARTMENT**

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
Bidder-1			
1	Notice Inviting Tender	Time for completion of the work is given as 8 months. As per the information from vendors, the delivery of the sheet piles requires 7-8 months. Hence contract period of 8 months is not sufficient to complete the work	Tender conditions shall prevail.
2	Clause 1.1.2.8 of Section-IV	<p>Detailed drawings of sheet piling, length and width of sheet pile, modulus of section of the sheet pile shall be provided</p> <p>The standard length of the sheet pile is 11.8m. In order to attain the required length, perhaps we have to cut and join the sheet piles.</p> <p>Drivability of soil impact report for the sheet pile area to be provided.</p> <p>Brands of sheet piles to be procured and driven. Please clarify.</p>	<p>Section detail of U-type sheet piles considered is given below.</p>  <p>Founding depth considered is about (-)20m CD.</p> <p>Joining of sheet piles, if the pile length is more than max. length available, may be permitted.</p> <p>Extract of Geotechnical Investigation Report conducted for nearby South Coal Berth is attached as <i>Appendix-1</i>.</p> <p>No specific brand is specified. However,</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
			sheet pile shall meet the requirements indicated in the Technical Specifications.
3	Clause 1.1.2.5 of Section-IV	Minimum time required for lifting/ shifting and placing of pre cast members after casting. Please clarify.	The details may be based on the concrete strength requirements at the time of lifting as per relevant IS codes. Normally 14 days are good enough.
4		From where the encumbrance free access to the site shall be provided. Please clarify.	From north side of South Coal Berth area.
5		Is the work area/ pre cast fabrication yard will be allotted adjacent to the work site. Please clarify.	Area for work area/ pre cast fabrication yard may be provided in the vicinity of site as per availability.
6		Is any dilapidated structure/ rubble/ under water obstruction if any is to be removed from the sheet piling site/ bored cast in situ piling site while carrying out the works and shall be paid extra accordingly. Please clarify.	Will be dealt as per tender conditions.
7		Please provide sectional drawings for all fixtures and fittings.	These details will be provided to the successful bidder.
8		Please provide the details and drawings of the existing bollard for procuring its anchor bolts, nuts and templates as per Bill of Quantities Item No.81.	No drawing of the existing bollard is available. Contractor may visit work site and gather the required details.
9	Clause 86 of GCC	If there is a change in monsoon period affecting the works, the shall be considered for compensation event.	Not acceptable. Tender conditions shall prevail

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
10		Any hindrance / stoppage of works due to berthing of vessels, same shall be considered as compensation event.	Will be considered as per relevant tender conditions
11		Kindly provide information on width of sheet pile and No. Sheet piles required to cover the reclamation area.	Please refer reply to Sl. No.2
12		Whether Japanese standards of sheet piles are acceptable. Please confirm.	The tenderer has to fulfil the requirements of IS code.
13		As time is required for collecting/ sourcing rates and availability for electrical and piling works, we request you to kindly extend the submission of bids by 20 days.	Please refer Addendum No.2 uploaded on 27-05-2022.
14		As the existing drawings are not visible clearly, we request you to provide accurate drawings.	AutoCAD drawings in pdf format is attached as a separate volume as Appendix-II.
15	Clause 44.1 of Special Conditions of Contract	Clause 44.1 (c) to (e)- Deleted. All other clauses under Clause 44 remains the same. It is requested to reinstate the same as the drawings are to be provided by Cochin Port authority, ground conditions are also unpredictable for which contractors can't be held responsible.	Not acceptable. Tender conditions shall prevail
16	Special Conditions of Contract	Time for Completion As the time required for procurement of sheet piles itself will take minimum 7-8 months, hence time allowed for carrying out the works as mentioned in the tender shall be extended to 15 months and subsequently the price adjustment clause shall be considered.	Not acceptable. Tender conditions shall prevail
17	Item No. 25 BOQ - Part	Filling inside reclamation area - Filling the reclamation area upto (-	The payment will be made for the quantity filled calculated based

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
	C	<p>3m CD with dredged material available at the LNG Terminal at Puthuvypeen,</p> <p>There will be heavy sinkage, compaction and caving of earth will happen while filling of earth - Payment for filling up using dredged material brought from Puthuvypeen shall be for the cubic content of the earth measured based on the lorry measurements as per clause no. 1.1.2.14.6 under Section IV Technical Specifications.</p> <p>As it is a newly filling area, there may be possibilities for sinking/deforming of the finished surface after completion of the work. Contractor shall not be responsible for any such defects even during defect liability period</p>	<p>on the initial and final levels taken on completion of the complete and compaction of work. If any excessive settlement is noticed during the progress of work, the exact quantity of filling may be assessed by taking suitable number of boreholes as directed by the Engineer - in - Charge for which cost shall have to be borne by the Contractor.</p> <p>As per item No.24 of BoQ excavation of earth /clayey / slushy materials up to a depth of (-)3mCD is envisaged before filling with dredged sand. This is to mitigate excessive settlement. If there is any excessive settlement observed during the defect liability period it shall be rectified by the Contractor at his own cost.</p>
18	Item No. 18 of BOQ - Part B	<p>Providing and Driving Steel Sheet Piles for reclamation - Item No. 18 - Supply, driving and installation of steel sheet piles - measurement is in tons, detailed drawings of the sheet piling works is not provided. There may be possibilities of providing tie rods may perhaps require, if so it may be considered as separate item which shall be measured and paid separately.</p>	<p>Please refer reply at Sl. No. 2 above.</p> <p>Sheet pile wall proposed is with cantilever type sheet piles.</p> <p>Tender conditions shall prevail.</p>

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
19	Item No.81 of BOQ - Part H	Construction of Mooring Dolphin - Item No.81 - there may be chances for damaging the existing bollard while retrieving it from the existing mooring dolphin. Hence requested to treat as supply and fixing of new bollard as a separate item which shall be measured and paid for.	Please refer reply at Sl. No. 35.
20		As the time required for collecting/sourcing the rates and availability for piling and electrical works, we request you to kindly extend the bid submission date by 20 days i.e 20 th June 2022	Please refer Addendum No.2 uploaded on 27-05-2022.
21		It is understood from the scope of work mentioned in the Notice inviting tender & Technical bid that dismantling of a small dilapidated jetty structure at the project location is included, but there is no provision for dismantling the same in Bill of quantities.	Please refer item No.24 of the BoQ (Price Bid-Modified)
22		All previous tenders floated by Cochin Port Authorities permit - "Associate and Subsidiary Company - relevant experience and credentials of parent company is allowed for qualification of the tender participation by a associate/subsidiary company". We request you to please incorporate the same in this tender also.	Tender conditions shall prevail.
23	Item No. 14 of BOQ - Part A	Providing and fixing in position to lines and levels 10 tonne capacity cast steel bollard Single Horn - Item No. 14 and Technical Specification Clause No. 1.1.2.21.5.4. Specifies 10T Bollards, but under Technical Specification Clause No. 1.1.2.21.1 Cast Steel Bollards mentions - "Cast steel bollards of line pull capacity	10 tonne capacity single horn cast steel bollard is confirmed.

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
		30T Double horn type & 10T Single horn type is proposed for the jetty". Please confirm	
24		For all fixtures and fittings we request you to provide fixing drawings and jetty layout (section view) with water levels.	Will be provided to the successful bidder.
Bidder-2			
25		What shall be the requirements of qualifications of SUB CONTRACTOR for obtaining the approval of CoPT	Please refer Clause 8 of Conditions of Contract of GCC and Clause 3 of Special Conditions of Contract.
26		Are we to demolish the mooring dolphins or only the bollards portion	Dismantling of entire Mooring dolphin is not envisaged. However, the dismantling is envisaged only to the extent required for retrieving the existing bollard for re fixing at the new Mooring Dolphin.
27		Is Mobilisation Advance / Secured Advance facility available for this work	Please refer items under Sl.No.24 & 25 of CONTRACT DATA of SECTION-I
28		We request the Soil investigation report to estimate the piling work as well as understand any difficulties in Sheet pile driving	Extract of Geotechnical Investigation Report conducted for nearby South Coal Berth is attached as <i>Appendix-1</i> .
29		Considering the details to be worked out for proper costing of the tender, we request your good self to please permit the Extension of Submission of tender to 16th June 2022.	Please refer Addendum No.2 uploaded on 27-05-2022.
Bidder-3			
30	Clause 1.5- contract	The period of contract mentioned is 8 months. Considering the	Tender conditions shall prevail.

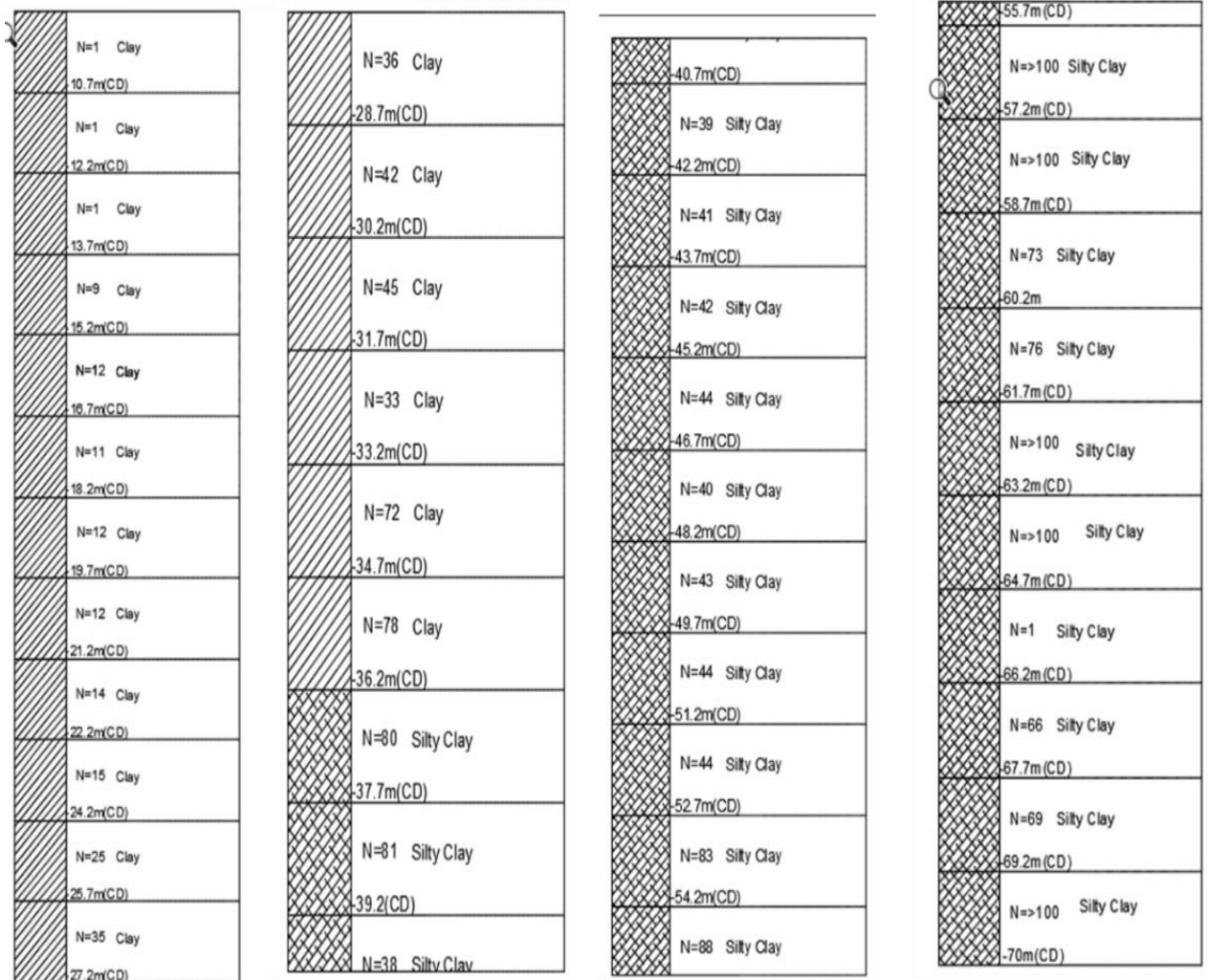
Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
	Data Sl.No.7	installation of sheet piles involved where the section and length will be decided after detailed design and also these materials are made available on advance order only, the period of contract may be increased to 12 months against 8 months given in the tender if standard size of sheet pile is used.	Please refer reply to query at Sl.No.2 above also.
31	Clause 51.1- Mobilisation Advance	Sheet piling is the major component for the project. Since it is manufactured against order we have to order as a single purchase. The advance payment for procuring sheet pile may also be included against the 110% of bank guarantee for the 75% of material cost without limit.	Tender conditions shall prevail. 75% Secured Advance will be paid as per tender conditions only after procuring the material and brought at site.
32	Clause 51.2	As per the Clause 51.2 construction/ installation of equipment advance shall be paid 5% of contract price. As such, it seems to be not applicable to the equipment already owned and hired. This clause may be modified to get eligibility for advanced payment for owned equipment/ hired equipment brought to the site exclusively for this construction	Tender conditions shall prevail.
33	Item No.25 Part-C Price Bid	The dredged material near the LNG Terminal to be brought for filling in the reclamation area. It is presumed that the quantity of materials brought through trucks or filling (body measurements) would be reckoned for the basis of payment for this items.	The payment will be made for the quantity filled calculated based on the initial and final levels taken on completion of work. If any excessive settlement is noticed during the progress of work, the exact quantity of filling shall be assessed by taking suitable number of boreholes as directed

Sl. No.	Reference Clause	Bidder's Queries	CoPA's Responses
			by the Engineer - in - Charge for which cost shall be borne by the Contractor.
34		<p>Concern- Sinking of Strata</p> <p>Since W/Island has clay as its major strata, the chances of sinking is high when filled with sand. There are chances of settlement/ sinkage many times. The responsible body for the cited foreseen issue is not mentioned in the tender.</p>	<p>As per item No.24 of BoQ excavation of earth /clayey / slushy materials up to a depth of (-)3mCD is envisaged before filling with dredged sand. This is to mitigate excessive settlement. If there is any excessive settlement observed during the defect liability period it shall be rectified by the Contractor at his own cost.</p>
35		<p>Concern: Procuring old bollard instead of new one</p> <p>As per tender, it is mentioned to use used bollard instead of new one. But the estimate of new bollard and the old one is almost same.</p>	<p>If the Bidder wish to install a new bollard within the rate of BoQ indicated under the respective item of the Price Bid, CoPA will have no reservation to the proposal.</p>

Sd/-
CHIEF ENGINEER

Appendix-I

The marine borehole details of South Coal Berth project is given below.



BOREHOLE DATA

Following clause in the Bid Document shall be modified as follows:

Sl. No.	Reference Clause No.	Section/ Volume	Modifications
1.		All Sections	Wherever “EMD Declaration Form” indicated shall be replaced with “EMD” and “EMD - Nil” shall be replaced with “EMD - Rs.10.95 lakhs”.
2.	Table 3	Section-I Notice Inviting Tenders	Contents in 3 rd Column of item No.(ii) under Table 3 shall be replaced as: <i>Rs.10.95lakhs furnished either through Demand Draft or Banker’s Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, CoPA from any Nationalized Bank/ Scheduled Bank in India or through an irrevocable Bank Guarantee (BG) valid for a period of 148 days from the date of opening of tender, enforceable and encashable at Cochin, drawn from any Nationalized Bank/ Scheduled Bank operating in India.</i>
3.	13	Section-I Notice Inviting Tenders	Clause-13 stands deleted.
4.	14	Section-I Notice Inviting Tenders (ii) EMD Declaration;..... shall be replaced with(ii)DD / Bankers Cheque / BG towards the cost of tender and EMD.....
5.	16.1	Instruction to Tendereres	Clause 16.1 shall be replaced with: <i>Each tender should be accompanied by an Earnest Money amounting to Rs.10.95 lakhs. (Rupees Ten lakhs and Ninety Five Thousand only) EMD shall be deposited /furnished either through Demand Draft or Banker’s Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority from any Nationalized Bank/ Scheduled Bank in India or through an irrevocable Bank Guarantee (BG) valid for a period of 148 days from the date of opening of tender, enforceable and encashable at Cochin, drawn from any Nationalized Bank/ Scheduled Bank operating in India, as per the proforma at Annexure-2 (Modified). In case, BG is furnished for EMD, BG shall be verified independently by the Port with the bank before finalization of technical offers; In the event of lack of confirmation of issue of the BG by the bank, the bid shall stand disqualified. The Earnest Money deposit will not carry any interest. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.</i>

Sl. No.	Reference Clause No.	Section/ Volume	Modifications
6.		Instruction to Tendereres	<p>Add New Clause 16.2 under Clause 16.1</p> <p>16.2 Forfeiture of Bid security/ EMD</p> <p><i>Bid Security/EMD will be forfeited in the following cases:</i></p> <p>(a) <i>If a Bidder withdraws his bid during the period of bid validity.</i></p> <p>(b) <i>The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.</i></p> <p>(c) <i>In case of a successful bidder fails</i></p> <p>(i) <i>to commence the work, within the specified time limit</i></p> <p>(ii) <i>to sign the Agreement or furnish the required Performance Security within the specified time limit</i></p>
7.	Sl. No. (c) of MEMO-RANDUM	Form of Bid	<i>Contents shall be replaced with Earnest Money : Rs.10.95 lakhs</i>
8.	Annexure-2	Section-I Annexures	<i>Annexure-2 (EMD Declaration) is modified and replaced with Annexure-2 (Modified) PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR BID SECURITY/ EARNEST MONEY DEPOSIT.</i>

Sd\
CHIEF ENGINEER

Annexure-2 (Modified)

**PROFORMA OF IRREVOCABLE BANK GUARANTEE FOR BID
SECURITY/ EARNEST MONEY DEPOSIT**

(To be submitted on Non-judicial Stamp Paper of appropriate value)

B.G. No.

Dated

This Deed of Guarantee executed at by (Name of Bank) having its Head/Registered office at, (hereinafter referred to as " the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

In favour of

The Board of Cochin Port Authority (hereinafter called "the EMPLOYER"), having its office at Willingdon Island, Cochin – 682 009, which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns;

Whereas M/s....., a Company registered under the provisions of having its registered office at (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its executors administrators, successors and assigns, has bid for the work of **Construction of Jetty and Associated Facilities for handling Ro-Ro ships at Cochin Port (T14/T-1965/2022-C)** (hereinafter referred to as "the Work").

Whereas in terms of the Tender Notice dated (hereinafter referred to as "Tender Document") the Bidder is required to furnish to the Port Authority an unconditional and irrevocable Bank Guarantee for an amount of Rs.(Rupees only) as Earnest Money Deposit (EMD) and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this deed witnesseth that in consideration of the premises, We, Bank hereby declare, undertake and agree as follows:

We as primary obligor shall, without demur, pay to the Port Authority an amount not exceeding Rs..... (Rupees only), within 5 days of receipt of a written demand from the Port Authority stating that the EMD has been forfeited in terms of Clause 16.2 of the Instruction of Bidders of Tender Document. Any such demand made on us by the Port Authority shall be conclusive and absolute as regards the forfeiture of the EMD and the amount due and payable under this Guarantee.

- a) The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Port Authority is disputed by the Bidder or not.
- b) This Guarantee shall remain in full force for a period of 148 days from (date)*..... or for such extended period as may be mutually agreed between the Port Authority and the Bidder and shall continue to be enforceable till all amounts which are demanded by the Port Authority under this Guarantee are paid.
- c) In order to give full effect to this Guarantee, the EMPLOYER shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Tender Document or other documents or by extension of time of performance of any obligations by the Bidder or any postponement for any time of the powers exercisable by the EMPLOYER against the Bidder or forebear or enforce any of the terms and conditions relating to non-compliance of the Tender Document by the Bidder and we shall not be relieved from our obligations by reason of any variation or extension being granted to the Bidder or forbearance or omission on the part of the EMPLOYER or any indulgence by the EMPLOYER to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- d) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this Guarantee are duly discharged.
- e) The Guarantor has power to issue this Guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

In Witness whereof the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by

Bank by the hand of Shri.....

its and authorized official

**Fill in the scheduled date of submission of bid.*