

COCHIN PORT TRUST

Chief Mechanical Engineer's Office
Cochin Port Trust
W/Island , Cochin – 682009, KERALA
Tele: 91-0484-2666639/0484-2582300
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TENDER No. E/T-20/Water Barge/2020-M

Dated: 12-01-2021

TENDER AMENDMENT NOTICE

Sub: - Tender for “ Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model” –Reg.

Ref:-1) This Office Tender Notice of even number dated 21-12-2020.

2) Pre-Bid meeting held on 04-01-2021 through VC;

3) This Office Tender Extension Notice of even number dated 08-01-2021

Please refer to the above. Replies to the queries raised by the firms during the Pre-bid meeting held on 04-01-2021 and the Amendments to the tender conditions are appended herewith as Annexure-I and Annexure-II respectively. Pre-Bid clarifications (Annexure-I), Tender Amendment (Annexure-II) and this Tender Amendment Notice shall form part of the tender document and are to be signed and submitted along with the tender. Tenderers are requested to take cognizance of the amendments before submitting the tender.

The last date and time of submission of Bid is extended upto **15:00 hrs.** on **20-01-2021**. The Technical Bids will be opened on the same day at **15:30 hrs.**

All other terms and conditions of the tender remain unaltered.

Encl: As above

Sd/-
CHIEF MECHANICAL ENGINEER
TeleFax: 91 0484 2666639
Email: cme@cochinport.gov.in
dcmecpt@gmail.com

Replies to Pre-bid Queries in response to e-Tender No. E/T-20/Water Barge /2020-M for Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
1.	2, 12	Notice Inviting Tender dated 21-12-2020, Clause No.2 (c) and Section I, (2) Instructions to Tenderers, Clause 9 Minimum Qualification Criteria, 9.1(c) Explanatory Note :1 "Similar works" means "Hiring/Supply, Manning, Operation and Maintenance of Sea Going Vessels in Major Ports/Minor Ports/Private Ports/Other Reputed Govt/Private Organisations."	An inland barge with suitable IRS Class notation is certified to go up to 20 N Miles from the nearest land. Hence requesting to add "Building/Supply of Class certified inland vessels for Major Ports / Minor Ports / Private Ports / Other reputed Govt / Private Organisations" under "Similar work"	"Similar works" is modified as "Operation of Sea Going Vessels in Major Ports/Minor Ports/Private Ports/Other Reputed Govt/Private Organisations."
2.	48	Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 9, Period of Contract. The period of contract shall be two years from the date of commencement of Contract.	Consider the period of hiring to be 5 / 6 years instead of 2 years	The Contract period is amended as "two years from the date of commencement of Contract extendable for a further period of one year" subject to requirement of Cochin Port Trust and satisfactory performance of the Contractor.
3.	3, 13	Notice Inviting Tender dated 21-12-2020, Clause No.3, Sub-Clause 3.2 and Section I, (2) Instructions to Tenderers, Clause 10, Other Eligibility Considerations, Sub-Clause 10.2: The bidders having EPF and ESI registration only shall be considered for qualification in the tenders.	Our submission is to make this clause mandatory on issuance of Work order.	The bidders who are not registered with EPF & ESI at present shall obtain EPF and ESI registration within one month from the date of Award of Contract.

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
4.	47	<p>Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 5, Collection of Charges from vessels and Documentation, Sub-clause (iii), Scale of Rates of fresh water supply through water barge.</p>	<p>Minimum Quantity supplied shown as 10 tons which is too low...our submission is to keep minimum quantity as 100 tons per delivery.</p>	<p>Tender condition prevails.</p>
5		<p>General Query</p>	<p>What is the parcel size per shipment to SPM, basically how much tons.</p>	<p>The ships that call at the SPM do not usually take water supply from the Port as they generate enough for their needs. However the size of the barge has been limited based on the berth from where the barge takes the water.</p>
6	47	<p>Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 5, Collection of Charges from vessels and Documentation, Sub-clause (iii), Scale of Rates of fresh water supply through water barge.</p>	<p>As indicated in the pre-bid queries sent from our end against the previous version of this tender, though the Port has made a consideration of our point on the Reserve Price, our query for raising the minimum quantity in a purchase to 100 Tons of water remains unheeded.</p>	<p>Tender Condition prevails.</p>
7	45	<p>Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 2, Revenue generation prospective. The total tentative requirement of fresh water to be supplied to the vessels calling at Cochin Port <u>per annum</u> is about 50,000 Metric Tons (Inner harbour and Outer harbour together).</p>	<p>Based on our understanding the estimated total quantity of the business is also based on old data and given the changed scenario due to COVID 19 and various global shifts in shipping overall, that data is no longer a reliable measure for us to go by.</p>	<p>Shipping operations in Cochin Port has returned to pre COVID levels, hence we believe that the data provided still holds good. The past data is already rather conservative and based on a single shift operation and the shortfall of that supply was being met by road tankers, hence the demand is greater than the figures provided. Besides, most of the supply is to the ships of Lakshadweep passenger vessels. This traffic is constant and is likely to grow with more ships being acquired by Lakshadweep Administration.</p>

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
8	45	<p>Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 2, Revenue generation prospective.</p> <p>The total tentative requirement of fresh water to be supplied to the vessels calling at Cochin Port <u>per annum</u> is about 50,000 Metric Tons (Inner harbour and Outer harbour together).</p>	<p>There is a huge investment to be made to either build new or modify existing barge to suit the requirements and upgrade them to Class Certifications. As such, the uncertainty in revenue is not something that we are comfortable with.</p>	<p>Quantity of water supply cannot be assured by the Port.</p>
9		<p>General Query</p>	<p>We request that the rate and terms of the tender be changed from a revenue sharing model to a direct charter model as is being followed in Kolkata Port Trust for example. Given the large investment and the various uncertainties in the revenue streams, it may not be possible for us to participate in the current format of the tender</p>	<p>Tender Condition prevails.</p>

Contd.....

COCHIN PORT TRUST

Tender No. E/T-20/Water Barge/2020-M dated 21-12-2020 “for hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”

TENDER AMENDMENT

The following Amendments are issued to the above Tender:-

1. **Notice Inviting Tender dated 21-12-2020, Clause No.2 (c) and Section I, (2) Instructions to Tenderers, Clause 9 Minimum Qualification Criteria, 9.1(c), Explanatory Note :1 “Similar works” is amended as follows:-**

Similar Works means "Operation of Sea Going Vessels in Major Ports/Minor Ports/Private Ports/Other Reputed Govt/Private Organisations.”

2. **Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 9, Period of Contract is amended as follows:-**

The Contract period shall be two years from the date of commencement of Contract extendable for a further period of one year subject to requirement of Cochin Port Trust and satisfactory performance of the Contractor.

3. **Notice Inviting Tender dated 21-12-2020, Clause No.3, Sub-Clause 3.2 and Section I, (2) Instructions to Tenderers, Clause 10, Other Eligibility Considerations, Sub-Clause 10.2 is modified as follows:-**

The bidders who are not registered with EPF & ESI at present shall obtain EPF and ESI registration within one month from the date of Award of Contract.

4. **Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 2, Revenue Generation Prospective, the following sentence is added in the Clause as second sentence:-**

“However, the quantity of water indicated above cannot be assured by Cochin Port.”

5. **Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 4, Category of Vessels & Scale of Rates, the quantity of Water indicated in the table given under the Sub-clause (c), Cochin Port’s Floating Crafts & Installations is amended as follows:-**

Sl. No.	Location	Approximate Annual Requirement in Metric Tons
1	Cochin Oil Terminal in Ernakulam Channel	500
2	GHD Nehru Shadabdi	1000
	Total	1500

6. **Section II, Modality of Operation and General Conditions of Contract (GCC), Clause 19, SETTLEMENT OF DISPUTE & ARBITRATION**, is amended as follows:-

19 SETTLEMENT OF DISPUTE & ARBITRATION

19.1 In the event of any dispute or differences arising out of this contract, it is hereby agreed to settle the dispute amicably by mutual discussions/ negotiations.

19.2 In the event of failure of mutual discussions/ negotiations the parties together shall appoint a sole arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by the parties. The Arbitrator may, with the consent of the parties extend the time, from time to time, to make and publish award as the case may be.

19.3 In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/ Council comprising of independent subject experts, set up by the Port Trust to enable speedy disposal of pending/ new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Trustees of Cochin Port subject to the delegation of powers.

19.4 The venue of the arbitration shall be at Cochin. The fees and expenses of the Arbitrators and all other expenses of the Arbitration shall be equally shared by the parties.

7. The Wording “ **Indian Workmen's Compensations Act** ” mentioned in various Clauses of Tender Document is amended as “ **Employees Compensation Act, 1923**”.

8. “Form of Agreement” under “Section –I” of Tender Document is amended and attached as Appendix-I.

9. The second sentence in Sub-clause 2.15 of Clause 2 of Instructions under Section I, 2.Instructions to Tenderers is amended as “**The bidder is eligible for exemption of EMD and cost of Tender Document under MSME, if they are registered with Department of Micro, Small and Medium Enterprises**”

10. **Section I, Tender Notice, Clause 4 (i), Table 1.2**

“Date & Time” in respect of Schedule of different activities of Tender mentioned against Sl.No.(5) and (6) of Table 1.2 are amended as follows:-

Sl. No.	Particulars	Date & Time
5	Last date & time of submission of Bid	20-01-2021 upto 15:00 hrs.
6	Date and time of opening the Technical Bid	20-01-2021 after 15:30 hrs.

**Sd/-
CHIEF MECHANICAL ENGINEER
COCHIN PORT TRUST**

Contd.....

**COCHIN PORT TRUST
SECTION I**

1. FORM OF AGREEMENT

AGREEMENT No. ... of

AGREEMENT FOR THE WORK OF “HIRING OF ONE NUMBER WATER BARGE AT COCHIN PORT TRUST FOR A PERIOD OF TWO YEARS ON REVENUE SHARE MODEL”

THIS AGREEMENT IS MADE on this day of BETWEEN THE BOARD OF TRUSTEES OF PORT OF COCHIN commonly known as COCHIN PORT TRUST, a body corporate under the Major Port Trust Act, 1963 having office on Willingdon Island, Cochin – 682009 represented by its Chief Mechanical Engineer Shri..... S/o aged years residing at Village Taluk District (hereinafter referred to as the Employer which expression shall include his successors, assignees and administrators in the office) of the one part and M/s. represented by Shri. aged S/o residing at Village Taluk District (hereinafter referred as “Contractors” which expression shall include their successors, assignees and administrators) of the other part.

WHEREAS the Employer invited tenders for vide Tender Notice Date and the Contractor submitted a tender for the same giving rates subject to the terms and conditions etc. of the tender document.

AND WHEREAS the said tender submitted by the Contractor has been accepted by the Employer vide work order No dated, issued to the Contractor while accepting their tender.

NOW THESE PRESENTS WITNESSETH and the parties hereby agree as follows.

1. The tender submitted by the Contractor for execution for the Board, of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified in the schedule attached hereto and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in the “General Conditions of Contract” and with such materials as are provided for, by and in all other respects in accordance with such conditions is accepted.
2. It is mutually understood and agreed that, notwithstanding that the works has been sectioned, every part of it shall be deemed to be supplementary to and complementary of every other part and shall be read with it or into it.
3. The Contractor agreed to abide by and fulfil all the terms and provisions of the said Conditions of Contract or in default thereof forfeit and pay to the Board the sum of money mentioned in the said conditions.

4. The sum of Rs...../- [Rupees.....only) has been deposited by the Contractor with Financial Adviser and Chief Accounts Officer of the Port Trust as Performance Security the full value of which is to be absolutely forfeited to the Board in office without prejudice to any other rights or remedies of the said Board in office, if the Contractor fail to commence the work specified in, under written memorandum or if the Contractor not deposit the full amount of security deposit specified in, under written memorandum otherwise the said sum of Rs...../- shall be retained by the Board as on account of such security deposit as aforesaid.

5. It is mutually agreed that the tender submitted in its entirety shall form part of this Agreement. Apart from the tender the following shall also form part of the Agreement
 - a) The Letter of Acceptance;
 - b) Bill of Quantities and
 - c) Letters exchanged between the Employer and the Tenderer upto the issue of Letter of Acceptance as separately listed and annexed here to.
 - d) Replies to Pre-bid queries and amendments issued if any.

MEMORANDUM

- | | | |
|--|---|---|
| a) General description of work | : | <i>Hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”</i> |
| b) Reserve Price of Revenue Share fixed in the Tender. | : | The Reserve Price fixed for hiring of Water Barge will be 40% of the Revenue earned by the sale of fresh water through Water Barge as per the Scale of Rates of Cochin Port Trust fixed for various categories of Vessels. |
| c) Offered Revenue Share. | : | (Not to be filled here) |
| d) Earnest Money Deposit | : | No EMD will be applicable for this tender as per the Ministry of Ports, Shipping and Waterways letter No.PD-24015/71/2020-PDVII(e-340929) dated 26-11-2020 and Ministry of Finance, Department of Expenditure’s OM No.F-9/4/2020-PPD dated 12-11-2020. In lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed. |
| e) Security Deposit | : | 3% of the value of the contract awarded or the value of the work done whichever is higher. |
| f) Time allowed for commencement of service from the date of receipt of Letter of Acceptance | : | Six months |

- g) Contract period : Two years from the date of commencement of Contract extendable for a further period of one year subject to requirement of Cochin Port Trust and satisfactory performance of the Contractor.
- h) Schedule, specifications, conditions, drawings etc. : As per the 'Contents' sheet attached.

IN WITNESS WHEREOF THE CONTRACTOR hereunto set his hand and seal on behalf of M/s..... and on behalf of the Board of Trustees of COCHIN PORT TRUST, the CHIEF MECHANICAL ENGINEER has set his hand and seal and common seal of Trustees has been hereunto affixed the day and year first written above.

CONTRACTOR

Signed, sealed and delivered

By Shri.....
 Of M/s.....
 (COMMON SEAL OF THE FIRM)

Signed and affixed seal in the presence of :

- 1) Signature with address :
- 2) Signature with address :

Signed, sealed and delivered by the
CHIEF MECHANICAL ENGINEER,
 Cochin Port Trust on behalf of Board of
 Trustees of Port of Cochin.

EMPLOYER

Signed and affixed the common seal of
 Board of Trustees of the Port of Cochin

In the presence of

- 1)
- 2)