



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

Tender No. E/T-6/Water Barge Hiring/2022-M

Tender document for “Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port for a period of five years extendable by two years on Revenue share model”

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Tender Document for “Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model”

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COCHIN PORT AUTHORITY

Notice Inviting Tender

1. Electronic tenders (e-tenders) in single stage two cover bidding procedure (Technical Bid and Financial Bid), are invited by the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 from reputed firms meeting the Minimum Qualification Criteria specified below for “Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model”.
2. **Minimum Qualification Criteria (MQC):** Tenderer shall fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:
 - 2.1. **Experience:** Tenderer should have experience of having successfully completed similar works during last seven years ending 30.09.2022 should be either of the following:
 - 2.1.1. Three similar completed works each costing not less than Rs. 31,80,000/- OR
 - 2.1.2. Two similar completed works each costing not less than Rs. 39,75,000/- OR
 - 2.1.3. One similar completed work costing not less than Rs. 63,60,000/-.
 - 2.2. **Financial Turnover:** Average Annual Financial turnover of the tenderer during the last three financial years ending 31.03.2021(viz. 2019-20, 2020-21 and 2021-22) should be at least Rs.23,85,000/-.
- 2.3. **At the time of submission of bids:**
 - 2.3.1. The tenderer should own the offered Water Barge for providing service at Cochin Port. The tenderer shall furnish self-attested / notarized copy of Certificate of Registration of the offered Water Barge issued by relevant authority along with the tender. OR
 - 2.3.2. The tenderer should have been executed a confirmed Chartering Agreement with the owner of the Water Barge offered against Cochin Port’s tender. In the said Chartering Agreement, the Owner of the Barge should have given an unconditional undertaking to the effect that the offered Water Barge will not be withdrawn by the Owner of the Water Barge till the expiry of Contract with Cochin Port Authority. The tenderer shall furnish self-attested / notarized copy of Chartering Agreement executed by the bidder with the Owner of the Water Barge along with the tender. In such case also self-attested / notarized copy of Certificate of Registration of the offered Water Barge issued by relevant authority should be furnished along with the tender. OR
 - 2.3.3. The tenderer shall construct a new Water Barge / purchase an existing Water Barge from elsewhere and supply the Water Barge within a period of 6 months from the date of issue of LoA. The tenderer shall furnish self attested / notarized copy of agreement /MOU with the builder of the Water Barge/ owner of an existing Water Barge. In addition to this the contractor shall also submit progress reports from the Shipyard / Yard every month on the progress of the works and proposed completion of Water Barge to ensure that the Water Barge will be constructed and delivered within 6 months from the date of LoA. Cochin Port reserves the right to appoint any independent agency / person to inspect, verify and certify the progress of construction of Water Barge. In case the contract is terminated, the Security Deposit paid by the successful Bidder will be forfeited. Further Cochin Port officials may inspect the construction activity and if progress is not satisfactory, then Cochin Port reserves the right to terminate contract even before 6 months from the date of LoA. Alternatively if the progress is satisfactory and the construction / completion of Water Barge needs

additional time beyond the scheduled delivery period of six months and if the Classification Society viz. IACS member / DG Shipping certify that additional items / works needs to be carried out as per their statutory requirements, then a further period of maximum three months extension for construction / completion will be allowed based on merits and subject to discretion of Cochin Port Authority. No further extension will be given and the Security Deposit will get forfeited.

- 2.4. Similar Works means "Operation of water barges / bunker barges / coastal vessels / international vessels / tugs in Major Ports/ Minor Ports/ Defence Forces/ SCI/ Private Ports.
- 2.5. The tenderer should submit self-attested / notarized copies of Work Order / Contract Agreement / Lease Agreement and certificate of satisfactory completion from the Client in support of contracts having been executed as proof of past experience.
- 2.6. Following enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years.

Table 1.1

| Year before | Multiplying factor |
|--------------------|---------------------------|
| One year | 1.07 |
| Two years | 1.14 |
| Three years | 1.21 |
| Four years | 1.28 |
| Five years | 1.35 |
| Six years | 1.42 |

- 2.7. The experience certificate of works executed in private Ports will be considered for qualification, on submission of TDS certificate along with work order and completion certificate. Form 26 AS of the Income Tax Department from the placement of work order till the completion of the work is to be provided.
- 2.8. In the event of Running contracts, the bidders should have successfully completed minimum one year of satisfactory operation of similar works as on 30.09.2022. and if the value of the completed portion of the contract is meeting the Minimum Qualification criteria (MQC) specified under Clause No. 2.1.above, will be considered based on the satisfactory performance certificate issued by the clients.
- 2.9. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2019-20, 2020-21 and 2021-22) and audited financial statements for the above three financial years should be submitted.

3. **Other Eligibility Considerations:**

- 3.1. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- 3.1.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 3.1.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4. **Pertinent information to the tender is given in the following tables:**

4.1. **Schedule of different activities till submission of the bid:**

Table 1.2

| Sl. No. | Particulars | Date and Time |
|----------------|--|---|
| 1 | Tender e-publication date | 27.10.2022 |
| 2 | Download period of tender documents | 27.10.2022 to 17.11.2022 up to 14:00 hrs. |
| 3 | Date of Pre-bid meeting | 04.11.2022 at 11:00 hrs. (Through VC) |
| 4 | Last date for seeking clarifications | Up to 11:00 hours on 04.11.2022 |
| 5 | Last date and time of submission of tender | 17.11.2022 up to 15.00 hrs |

| | | |
|---|---|---|
| 6 | Date and time of opening the technical bid | 17.11.2022 at 15.30 hrs |
| 7 | Date and time of opening of financial bids of technically qualified bidders | Will be announced after completion of technical evaluation and pre-qualification of bids. |

4.2. Bid information:

Table 1.3

| | | |
|---|--|---|
| 1 | Estimated amount put to tender | Rs. 79,50,000/- |
| 2 | Earnest Money Deposit | Rs. 2,50,000/- shall be remitted as Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi from any Commercial Bank in India or on-line payment in an acceptable form, safeguarding Employer's interest in all respects. |
| 3 | Cost of tender document | Rs. 3,360/- (Rs. 3,000/- plus 12% GST) (Non-refundable) shall be furnished either through Demand Draft / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi, from any Commercial Bank in India or payment online, being the cost of single copy of the tender document. |
| 4 | Validity period of tender | 120 days from the last date for receipt of tenders. |
| 5 | Time for commencement of service of Water Barge. | Two months from the date of LoA. |
| 6 | Period of Contract | Five years extendable by two years. |
| 7 | Name, Designation, Address and other details (For Submission of tender in response to NIT) | V Thuraipandian, Chief Mechanical Engineer, First Floor, New Administrative Building, Cochin Port Authority, Willingdon Island, Kochi, 682 009, Kerala. Email: cme@cochinport.gov.in |

5. 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 Authority fixed for various categories of vessels. The bidders are expected to quote percentage over and above the Reserve Price and the highest bidder will be the successful bidder. The revenue share in percentage entitled to the Contractor/Water Barge Operator as quoted by the successful bidder will be paid on monthly basis on the Revenue collected during the month.
6. The successful bidder selected for this contract is required to provide a Water Barge at his cost and will be responsible for supplying fresh water to the vessels calling at Cochin Port Authority (both inner harbour and outer harbour covering Coastal Vessels and Foreign Vessels). The contractor will be responsible for supply, manning, technical operation and maintenance of the Water Barge at his cost. Cochin Port Authority will supply fresh water to the Water Barge of the Contractor as per the Scale of Rates mentioned at Clause 5.3 of General Conditions of Contract i.e. (Scale of Rates of fresh water supply through water barge).
7. Cochin Port Authority will deploy its staff for arranging supply of fresh water to the Water Barge at STB (South Tanker Berth) / NTB (North Tanker Berth) or any other Berth / Jetty / Wharf where there is a provision of Water supply arrangements through the pipelines at the filling point, who will monitor and record the quantity and quality of water by checking the TDS (Total Dissolved Solids) which should be between 50 -150 by using TDS Meter, and in turn it is the responsibility of the Contractor to check and ensure the same quantity and quality of water at the discharge point. The contractor will be informed by the Cochin Port Authority to supply fresh water to the ships approximately 1 to 2 hours in advance so as to make arrangements for supply of fresh water to the ships.
8. All tenderers are advised to visit the Cochin harbor area before submitting their offer in order to make themselves fully aware of the working conditions. Cochin Port Authority will not be

- responsible for any cost or expenses incurred by the tenderer in connection with the preparation or delivery of the tenders including cost and expenses related to visits to the sites.
9. Tender documents can be downloaded from the e-Tender Portal www.tenderwizard.com/COPA on the dates specified in the above table by making online requisition. Bid document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal, which can be downloaded.
 10. The bidders need to obtain the onetime User ID and password for log-in to in e-tendering system from the service provider M/s. KEONICS by paying the registration amount of Rs.1180/- by online payment using Credit/Debit Card/Net Banking or DD in favor of “KSEDCL, Bangalore”.
 11. The intending bidder must have valid Class II or III digital signature certificate to submit the bid. For further details and to obtain the digital signature, please contact e-Tender Help Desk No. 080-49352000/9605557738.
 12. The bidder is responsible to download the tender document, all Addenda/ Amendments/ Errata/ Replies to the queries of bidders etc., if any, issued by Cochin Port Authority, from the website before submission of the bid. The Cochin Port Authority reserves the right to call for shortfall in documents provided the MQC documents are submitted at the time of tender opening, i.e. if the work order alone is submitted, the Cochin Port Authority will ask the bidder to furnish the relevant completion certificate/performance certificate and so on.
 13. All bids shall be submitted “online” only, on the website www.tenderwizard.com/COPA, strictly in accordance with the Instructions to Tenderers and Terms & Conditions given in the tender document. No bids shall be accepted off-line (Hard copy).
 14. Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding. It is the bidder’s responsibility to comply with the system requirement, i.e. hardware, software and internet connectivity, at bidder’s premises to access the e-Tender Portal. Under any circumstances, Cochin Port Authority shall not be liable to the bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-tender system or internet connectivity failures.
 15. The cost of tender document of Rs. 3,360/- (Non- refundable) shall be remitted either through Demand Draft / Banker’s Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi, from any Commercial Bank in India or to be remitted online.
 16. EMD of Rs. 2,50,000/-shall be remitted as Demand Draft / Banker’s Cheque drawn in favour of the FA & CAO, Cochin Port Authority, payable at Kochi or on-line payment in an acceptable form, safeguarding Employer’s interest in all respects.
 17. The hard copy of the original instruments in support of remittance of Cost of tender document and EMD shall be sent so as to reach the office of the Chief Mechanical Engineer, Cochin Port Authority, Cochin, 682009 before the tender submission date and time or the UTR number of the on-line payment should be communicated to the e-mail of the Chief Mechanical Engineer, Cochin Port Authority as mentioned in Table 1.3 above, well in advance before opening of e-tender. Non receipt of the above instruments before the due date and time for submission of bid will make the tender liable for rejection.
 18. Bank Details of Cochin Port Authority are given below:

Table 1.4

| | |
|-----------------------|-----------------------|
| Name of Bank | State Bank of India |
| Name of Branch | Cochin Port |
| IFSC Code | SBIN0006367 |
| Account No | 10601197375 |
| Account Holder’s Name | Cochin Port Authority |

19. Exemption from the payment of EMD and Cost of tender document shall be given to Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department as provided in GFR 2017.

20. The bidder shall also upload the scanned copy of instruments towards the cost of tender document and EMD through e-Tender Portal along with the technical bid. In the case of MSEs, copy of MSME /NSIC/UAM registration certificate shall be uploaded along with the tender. Non submission of above documents will make the tender liable for rejection.
21. The undersigned reserves the right to reject/cancel/postpone/annul the tenders at any stage of the tender, which will be binding on all bidders.
22. This tender notice shall form part of the tender document and are to be signed and submitted along with the tender.

Chief Mechanical Engineer

Instructions to Tenderers

1. Introduction

1.1.E-Tenders in single stage two-cover system are invited from eligible tenderers for “Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model” as per the Scope of Work and other conditions of this tender document.

2. General Instructions

2.1.The work is to be executed as described in the tender document and in particular in the Scope of Work, General Conditions of Contract, Bill of Quantities in general includes, but is not limited to, supplying all materials including consumables and equipment necessary to execute the work as described in the tender document.

2.2.Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the Cochin Port Authority Harbour with prior appointment with the Deputy Conservator of Cochin Port Authority to get himself acquainted with the site conditions and to assess and satisfy himself of the difficulties and constraints which may be involved in executing the work in the location. It will be deemed that prior to the submission of tender, the tenderer has visited the site and has satisfied himself as to the nature and location of the work, general and local conditions, weather conditions, tidal variations at site, working conditions etc. and that the tenderer has estimated his cost accordingly and the Cochin Port Authority will be in no way responsible for the lack of such knowledge and also consequences thereof to the tenderer. Failure to visit the site will in no way relieve the successful bidder of any of the obligations in performing the work in accordance with this tender document including addenda/corrigenda, within the quoted Revenue Share.

2.3.A bidder shall be deemed to have full knowledge of all documents, site conditions etc. whether he has inspected them or not. The submission of a bid by the bidder implies that he has read the Tender Notice and Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the bid and that they are binding on him.

2.4.The bidders may please note that the Employer will not entertain any correspondence or query on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or agents to visit the Employer’s offices for making such enquiries till finalization of the bid. Should the Employer find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by the Employer.

2.5.Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer’s decision in this regard shall be final and binding on the bidder.

2.6.The Employer will not be liable for any financial obligation in connection with the work until such time the Employer has communicated to the successful bidder in writing his decision to entrust the work (covered by the bid document issued to him).

2.7.Along with the Online Bids, parallelly the hard copy of the EMD instrument and Tender document cost shall be sent so as to reach the Chief Mechanical Engineer’s office, Cochin Port Authority, before the due date and time, otherwise the bid will be rejected.

2.8.In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled day of closing/opening of the bid.

2.9.While evaluating the document, regard would be paid to National defense and security considerations, at the discretion of the Cochin Port Authority. Bid received from any bidder may be summarily rejected on National security consideration without any intimation thereof to the bidder.

2.10. If there are varying or conflicting conditions in the tender documents, the conditions in the General Conditions of Contract (GCC) will prevail.

2.11. Any error in description and any omissions there from shall not vitiate the contract or release the Contractors from the execution of whole work or any part of the works comprised therein, according to drawing and specifications or from any of his obligations under the

contract.

- 2.12. The Contractor shall comply with all the provisions of the Indian Workmen's Compensations Act, Provident Fund Regulations, Employees Provident Fund and ESI Act etc. as amended from time to time and rules framed there under and other laws affecting the contract labor that may be brought in to force from time to time.
- 2.13. The Contractor shall be registered under GST and shall furnish documentary evidence in support of valid GST registration.
- 2.14. All benefits applicable to MSME as per Public Procurement Order 2012/2017 shall be applicable for this tender. The bidder is eligible for exemption for EMD and cost of Tender Document under MSME, on production of NSIC/ MSME/ UAM Certificates. The bidders are required to submit documentary proof of MSME registration along with the tender, for claiming the available exemptions.
3. Invitation for Bids:
 - 3.1. The Invitation for Bids is open to all eligible bidders meeting the Minimum Qualification Criteria.
4. Downloading of Tender Documents:
 - 4.1. Tender documents can be downloaded from the e-Tender Portal www.tenderwizard.com/COPT / www.cochinport.gov.in / www.eprocure.gov.in. The cost of tender document shall be remitted as per Clause No. 15 of Instructions to Tenderers and scanned copy of the same shall be uploaded along with the e-tender.
 - 4.2. In case of tender document being downloaded from the website, at the time of uploading, the tenderer shall give an undertaking that no changes have been made in the document. The Port's Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail. For the discrepancies found at any time, the tenderer shall be liable for legal action.
5. Clarification of the tender documents:
 - 5.1. The tenderers are advised to examine the tender document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications needed on the tender documents; these shall be addressed to the Chief Mechanical Engineer, Cochin Port Authority, Willingdon Island, Cochin, 682009 in writing or through e-mail id cme@cochinport.gov.in / joykumar@cochinport.gov.in / satheesan@cochinport.gov.in so as to reach on or before 11.00 AM 04.11.2022. It is also informed that no queries, clarifications will be entertained after this date and time.
6. Pre-bid Meeting:
 - 6.1. A prospective tenderer requiring any clarification of the tender shall submit their queries in writing/e-mail in advance before 11.00 AM on 04.11.2022. The Pre-bid meeting will be held through Video Conference at 11.00 AM on 04.11.2022. The replies to the pre-bid queries if any will be hosted in www.tenderwizard.com/COPT OR www.cochinport.gov.in OR www.eprocure.gov.in with required time extension if any for submission and opening of tenders. No queries will be entertained after the Pre-bid meeting. The bidders who wish to attend the Pre-bid meeting may send their request well in advance by e-mail to the mail ids cme@cochinport.gov.in OR joykumar@cochinport.gov.in OR satheesan@cochinport.gov.in so as to share the link to attend the meeting through VC.
7. Amendment of tender document:
 - 7.1. The Chief Mechanical Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the tender document prior to the due date of submission of the Bid by issuance of addenda / corrigenda. Any addendum / corrigendum thus issued shall be part of the tender document. The addendum / corrigendum, if any, shall only be uploaded in the websites www.tenderwizard.com/COPT OR www.cochinport.gov.in OR www.eprocure.gov.in. It is the responsibility of the Bidders to download such addenda / corrigenda uploaded in the website and upload the scanned copy of the signed documents along

with the Bid. In order to afford the Bidders reasonable time to take any addendum into account, or for any other reason, the Cochin Port Authority may, at its discretion, extend the due date for submission of Bid and Bid Extension Notice will only be uploaded in the abovementioned web sites and no intimation will be sent to the individual bidders.

8. Minimum Qualification Criteria: Tenderer shall fulfill the following Minimum Qualification Criteria to prove the techno-commercial competence and submit the documents in support thereof:
 - 8.1. Experience: The tenderer should have experience of having successfully completed similar works during the last seven years ending 30.09.2022 should be either of the following:
 - 8.1.1. Three similar completed works each costing not less than Rs. 31,80,000/- OR
 - 8.1.2. Two similar completed works each costing not less than Rs. 39,75,000/- OR
 - 8.1.3. One similar completed work costing not less than Rs. 63,60,000/-.
 - 8.2. Financial Turnover: Average Annual Financial Turnover of the tenderer during the last three financial years, ending 31.03.2021 (viz. 2019-20, 2020-21 and 2021-22) should be at least Rs.23,85,000/-.
 - 8.3. At the time of submission of bids:
 - 8.3.1. The tenderer should own the offered Water Barge for providing service at Cochin Port. The tenderer shall furnish self-attested/notarized copy of Certificate of Registration of the offered Water Barge issued by relevant authority along with the tender. OR
 - 8.3.2. The tenderer should have executed a Chartering Agreement with the owner of the Water Barge offered against Cochin Port's tender. In the said Chartering Agreement, the Owner of the Barge should have given an unconditional undertaking to the effect that the offered Water Barge will not be withdrawn by the Owner of the Water Barge till the expiry of Contract with Cochin Port Authority. The tenderer should furnish self-attested / notarized copy of Chartering Agreement executed by the bidder with the Owner of the Water Barge along with the tender. In such case also self-attested / notarized copy of Certificate of Registration of the offered Water Barge issued by relevant authority should be furnished along with the tender. OR
 - 8.3.3. The tenderer shall construct a new Water Barge / purchase an existing Water Barge from elsewhere and supply the Water Barge within a period of 6 months from the date of issue of LoA. The tenderer shall furnish self attested / notarized copy of agreement /MOU with the builder of the Water Barge/ owner of an existing Water Barge along with the tender. In addition to this the contractor shall also submit progress reports from the Shipyard / Yard every month on the progress of the works and proposed completion of Water Barge to ensure that the Water Barge will be constructed and delivered within 6 months from the date of LoA. Cochin Port reserves the right to appoint any independent agency / person to certify the progress of construction of Water Barge. In case if the progress is not satisfactory and the contract is terminated, the security deposit paid by the successful Bidder will be forfeited. Further Cochin Port officials may inspect the construction activity and if progress is not satisfactory, then Cochin Port reserves the right to terminate contract even before 6 months from the date of LoA. If the classification society viz. IACS member / DG Shipping certify that the additional items / works needs to be carried out as per their statutory requirements, then a maximum period of three months extension for construction / completion may be allowed based on merits and subject to discretion of Cochin Port Authority.
 - 8.4. Similar Works means "Operation of water barges / bunker barges / coastal vessels / international vessels / tugs in Major Ports/ Minor Ports/ Defence Forces/ SCI/ Private Ports.
 - 8.5. Tenderer should submit self-attested/notarized copies of Work Order/Contract Agreement/Lease Agreement and certificate of satisfactory completion from the Client in support of contracts having been executed as proof.
 - 8.6. Enhancement factors will be used for the costs of works executed for bringing the financial figures to a common base value in respect of the works completed in past years as per Clause

No. 2.6. of Notice Inviting Tender.

- 8.7. The experience certificate of works executed from the private sectors / organizations will be considered for qualification, on submission of TDS certificate along with work order and completion certificate. Form 26 AS of the Income Tax Department from the placement of work order till the completion of the work is to be provided.
- 8.8. In the event of Running contracts, the bidders should have successfully completed minimum one year of satisfactory operation of similar works as on 30.09.2022. and if the value of the completed portion of the contract is meeting the Minimum Qualification criteria (MQC) specified under Clause No. 8.1. above, will be considered based on the satisfactory performance certificate issued by the clients.
- 8.9. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2019-20, 2020-21 and 2021-22) and audited financial statements for the above three financial years should be submitted.
9. Other Eligibility Considerations
 - 9.1. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - 9.1.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - 9.1.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, financial failures etc.
10. Reserve Price:
 - 10.1. 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 Authority fixed for various categories of Vessels. The bidders are expected to quote percentage over and above the Reserve Price and the highest bidder will be the successful bidder. The revenue share in percentage entitled to the Contractor/Water Barge Operator as quoted by the successful bidder will be paid on monthly basis on the Revenue collected during the month.
11. Bid Prices:
 - 11.1. The Bidder shall fill the offered percentage of Revenue Share to Cochin Port Authority, in figures in Bill of Quantities (Financial Bid) and the quoted percentage of Revenue Share in figures will appear in words automatically. The Bidders should ensure that his offered Revenue Share as per the Financial Bid is not mentioned anywhere in any other documents in Technical bid submission, directly or indirectly. If any such mention is made, the tender will become invalid and shall become liable for rejection.
12. EMD:
 - 12.1. Earnest Money Deposit of Rs. 2,50,000/- will be applicable for this tender and the tenderer shall remit the same as Demand Draft / Banker's Cheque drawn in favor of the FA & CAO, Cochin Port Authority, payable at Kochi or on-line payment in an acceptable form, safeguarding Employer's interest in all respects.
 - 12.2. Non submission of details of online payment towards EMD and Tender document cost before opening date and time will make the tender liable for rejection.
13. Bid Validity:
 - 13.1. Bids shall remain valid for a period of not less than 120 days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. Should any tenderer withdraw or modify his tender during the period of validity specified in the tender document (including extended validity, if any) such bidders will be suspended from participating in the future tenders invited by Cochin Port Authority for a period of two years from the date of such suspension order.
 - 13.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that Bidder may extend the period of validity for an additional period. The request and bidders response shall be made in writing. A bidder agreeing to the request will not be permitted to modify his bid (i.e. the extension shall be unconditional).

14. Technical bid shall be submitted online through the e-tender portal along with scanned copy of the following documents:
 - 14.1. Details of instrument submitted towards Cost of tender document.
 - 14.2. Details of instrument submitted towards EMD.
 - 14.3. Letter of Submission as per Annexure-1.
 - 14.4. Power of Attorney in favor of signatory/s to the tender, duly authenticated by Notary Public, as per Annexure-2.
 - 14.5. Details of Experience as per Annexure-3 and certificates in proof of experience in similar works.
 - 14.6. Declaration duly signed as per Annexure-4.
 - 14.7. Bank Information for e- Payment system as per Annexure-5.
 - 14.8. Technical details of offered water barge with supporting documents as per Annexure-6.
 - 14.9. Form of Bid as per Annexure-7 duly signed and sealed.
 - 14.10. Copy of documentary proof of MSME/NSIC/UAM registration if the tenderer is claiming exemptions from remittance of Cost of Tender Document and EMD.
 - 14.11. Copy of PAN card.
 - 14.12. Copy of GST Registration Certificate.
 - 14.13. Self-attested/notarized copy of completion certificates of each work issued by the client and self-attested/notarized copy of connected work order shall be attached. The completion certificate shall invariably contain the following among other things: (a) Work Order No. / Agreement No. (b) Details of work (c) The completion cost of the work (d) Date of commencement and (e) Date of completion of the work.
 - 14.14. A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2019-20, 2020-21 and 2021-22) and audited financial statements for the above three financial years.
 - 14.15. Self-attested / notarized copy of Certificate of Registration of the offered Water Barge issued by relevant authority, as per Clause 8.3.1 above.
 - 14.16. Self-attested / notarized copy of Agreement / MOU with the owner of an existing Water Barge in case the bidder is offering a Water Barge which is not owned by him at the time of bid submission as per Clause 8.3.2 above. In such cases self-attested / notarized copy of Certificate of Registration of the offered Water Barge issued by relevant authority should be furnished along with the tender.
 - 14.17. Self-attested / notarized copy of Agreement / MOU with the builder of the Water Barge / owner of an existing Water Barge in case the bidder is constructing a new Water Barge / purchase an existing Water Barge from elsewhere and supply the Water Barge within a period of 6 months from the date of issue of LoA as per Clause 8.3.3 above.
 - 14.18. Proof of documents to substantiate the status of the Company as the case may be.
15. Financial bid shall be submitted online as per the BoQ provided in the e-Tender Portal www.tenderwizard.com/COPT.
16. Technical bid opening:
 - 16.1. Technical Bids will be opened online in the Tender wizard portal on the Date and time of opening the technical bid mentioned. In case the cost of tender document and EMD are not remitted or is not in order, the bid will be treated as defective and will not be considered for further evaluation. Tenderers can witness the tender opening by logging into the e-Tender Portal www.tenderwizard.com/COPT on the date and time fixed for Technical bid opening.
17. Financial bid opening:
 - 17.1. Financial bid of those tenderers who are found pre-qualified after evaluation of technical bids will be opened “on-line”. Date and time of opening of Price Bid will be intimated to the qualified bidders. Qualified bidders can witness opening of Price Bid by logging into the e-Tender Portal, www.tenderwizard.com/COPT on the date and time intimated for opening of Price Bid.
18. Clarification of Bids:

- 18.1. Chief Mechanical Engineer shall ask for shortfall of documents before technical evaluation of the tenders. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 18.2. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.
19. Determination of Bid Responsiveness:
 - 19.1. A bid will be treated as responsive, if it:
 - 19.1.1. Meets the Minimum Qualification Criteria defined in Clause No. 8.
 - 19.1.2. Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney / Proprietor / authorized person.
 - 19.1.3. Is accompanied by the required tender document cost and EMD / documents towards exemption of EMD.
 - 19.1.4. Is responsive to the requirements of the bidding documents.
 - 19.1.5. A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works (a) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (b) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
 - 19.2. If a bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
20. Evaluation of Price Bids:
 - 20.1. The evaluation of the Price Bid will be carried out based on the Highest Revenue share quoted in % over and above the Reserve price of 40 %.
21. Award of Contract:
 - 21.1. The Employer will award the contract to the bidder whose offer has been pre-qualified in the technical evaluation as responsive to the bidding documents and who has offered the highest Revenue Share over and above the Reserve Price of 40%.
22. Performance Security/Security Deposit:
 - 22.1. The successful bidder is required to submit Security Deposit within 21 days from the date of receipt of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:
 - 22.1.1. Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favor of FA&CAO, Cochin Port Authority.
 - 22.1.2. An irrevocable and unconditional Bank Guarantee from a Commercial Bank as per the format enclosed in Annexure-8 of the tender.
 - 22.1.3. On-line payment to the Bank Account of Cochin Port Authority indicated in Clause No. 18 of Notice Inviting Tender.
 - 22.2. The value of Security Deposit shall be equivalent to 3% up to 31.03.2023 and 10% thereafter of the total contract value for five years plus extension period if any.
 - 22.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
 - 22.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
 - 22.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option to encash the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.
 - 22.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of

which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages.

22.7. The Security Deposit paid by the successful contractor will be refunded after satisfactory completion of the contract period. The satisfactory completion certificate will be issued by the Dy. Conservator or his representative.

23. Signing of Agreement:

23.1. The successful tenderer will be required to execute an Agreement as per the format enclosed in Annexure-9 of the tender at his expense within 21 days from the date of Letter of Acceptance (LoA), on Rs 200/- Kerala State Stamp Paper in the prescribed form. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the Employer together with addendum / corrigendum, bid clarification and all correspondences exchanged between Employer and the bidder, if any. Till the formal agreement is executed, the Letter of Acceptance together with the offer as finally accepted along with correspondences shall form a binding contract between the two parties.

24. Fraud and Corrupt Practices:

24.1. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of two years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

24.2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

24.2.1. "Corrupt practice" means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (b) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project.

24.2.2. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

24.2.3. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.

24.2.4. "Undesirable practice" means (a) establishing contact with any person connected with or

employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (b) having a Conflict of Interest; and

24.2.5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the selection process.

25. Rejection of tender:

25.1. Any Tender not conforming to the foregoing instructions will not be considered. The Employer does not bind himself to accept the highest or any tender and has the right to reject or discharge the tender without assigning any reason.

Signature of tenderer

General Conditions of Contract

1. **Definitions:** In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
 - 1.1. “Approved” or “Approval” shall mean approval in writing.
 - 1.2. “Bidder / Tenderer” means the person or persons, firm, Corporation, or Company who submits a Bid / Tender for the subject work.
 - 1.3. “Contractor” means the person or persons, firm, corporation or company whose tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement and includes his servants, agents and workers, personal representatives, successors and permitted assigns.
 - 1.4. “Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - 1.5. “Contract Documents” means the documents listed in the contract agreement, including any amendments thereto.
 - 1.6. “Contract Price” means the total revenue share entitled to Cochin Port Authority from the Revenue earned by the sale of fresh water through Water Barge, as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - 1.7. “Chief Mechanical Engineer” shall mean the Chief Mechanical Engineer of Cochin Port Authority and includes any officer who is authorized on his behalf for the purpose of this contract.
 - 1.8. “Day” shall mean English Calendar Day.
 - 1.9. The “Drawings” shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the Contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the Contractor or by the Chief Mechanical Engineer in accordance with these contract conditions.
 - 1.10. “Employer/Cochin Port Authority / CoPA / Port / Board” means Board of Trustees of Cochin Port, a body corporate under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman, Chief Mechanical Engineer or Deputy Conservator or any other officers so nominated by the Board.
 - 1.11. “GCC” mean the General Conditions of Contract.
 - 1.12. “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Bid submitted by the Bidder, including any annexed documents.
 - 1.13. “Month” shall mean English Calendar Month.
 - 1.14. “Engineer”/ “Officer in-Charge” means Employee of Employer or any other person or firm, nominated by the Employer.
 - 1.15. “Sub-Contractor” means any natural person, private or Government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the contractor, under intimation to the Employer.
 - 1.16. “Specifications” means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be made from time to time, be furnished or approved in writing by the Employer.
 - 1.17. “The Site” shall mean the Cochin Port Harbour and whole of the premises, in or upon which the system or works is or are to be provided, executed, done or carried out.
 - 1.18. The “Schedule” shall mean the schedule or Schedules attached to the specifications.
 - 1.19. “Tender” means the offer of the Contractor along with all other relevant documents as referred to in the contract.

1.20. “Trials” and “Tests” shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘Employer’.

2. Revenue generation prospective

2.1. The total tentative requirement of fresh water to be supplied to the vessels calling at Cochin Port per annum is about 50,000 MT (Inner Harbour and Outer Harbour together).

3. Modality of operation

3.1. The supply of fresh water to the vessels calling at Cochin Port can be supplied by the contractor through Water Barges / Bunker Barges / Inland Vessels / M S Vessels / Any Craft capable of being engaged in supply of fresh water to ships and alternatively through tankers / lorries if in the case of not able to supply fresh water through the other modes mentioned herein.

3.2. Supply of fresh water to Contractor’s Water Barge by Cochin Port Authority

3.2.1. Cochin Port Authority will deploy its staff for arranging supply of fresh water to the Water Barge at STB (South Tanker Berth) / NTB (North Tanker Berth) or any other Berth / Jetty / Wharf where there is a provision of Water supply arrangements through the pipelines at the filling point, who will monitor and record the quantity and quality of water by checking the TDS (Total Dissolved Solids) which should be between 50 -150 by using TDS Meter, and in turn it is the responsibility of the Contractor to check and ensure the same quantity and quality of water at the discharge point. The contractor will be informed by the Cochin Port Authority to supply Fresh water to the ships approximately 1 or 2 hours in advance so as to make arrangements for supply of fresh water to the Ships.

3.2.2. A separate water meter will be fitted to measure the quantity of water supplied to the water barge of the contractor at the filling point.

3.3. Barge

3.3.1. The requisition for the supply of fresh water to the vessels will be received by Cochin Port Authority which will be endorsed to the Contractor. The contractor is required to supply fresh water to the vessels in the areas viz. Inner Harbour and Outer Harbour based on the above request approved by the Deputy Conservator or his representative of Cochin Port Authority.

3.3.2. On completion of supply of water to each vessel, the Contractor shall submit the receipt duly signed by the responsible officer of the respective vessel, showing the quantity of water supplied to the vessel based on the reading in the flow meter fitted onboard the Water Barge. Such receipt shall be submitted to Cochin Port Authority on weekly basis i.e. the successful contractor shall submit the Daily supply details on every Monday before 5 pm, for the Supply of water in the previous seven days to the Deputy Conservator or his representative of Cochin Port Authority under acknowledgement. If Monday happens to be a Holiday for the Port then it shall be submitted either on the previous Friday or Tuesday or the next immediate working Day.

4. Categories of Vessels and Scale of Rates

4.1. Contractor’s scope of fresh water supply includes but not limited to the following three groups:

4.1.1. Inner Harbour: (a) Coastal vessels and (b) Foreign vessels.

4.1.2. Outer Harbour: (a) Coastal vessels and (b) Foreign vessels.

4.1.3. Cochin Port’s Floating Crafts and Installations: The contractor is required to supply fresh water through the Water Barge to the floating crafts/Installations of Cochin Port listed below for self-consumption without any charges to Cochin Port Authority and the Port shall furnish the requisition for the same to the Contractor well in advance.

| Sl. No. | Location | Approx. Annual Requirement in Metric Tons |
|---------|--|---|
| 1 | Cochin Oil Terminal in Ernakulam Channel | 500 |
| 2 | GHD Nehru Shadabdi | 1,000 |
| | Total | 1,500 |

5. Collection of charges from vessels and documentation5.1. Charges towards the supply of fresh water to ships to be collected by Cochin Port Authority:

Water supply to the vessels calling at Cochin Port Authority through Contractor's Water Barge shall be done only based on a Requisition of Vessel/Concerned Agent duly approved by the Deputy Conservator or his representative of Cochin Port Authority. The supply of fresh water shall be done as per the sequence/priorities fixed by Cochin Port Authority. The Contractor shall not supply fresh water through the Water Barge in the absence of a written advice from the Cochin Port Authority.

5.2. Collection of the Charges from the vessels: Cochin Port Authority will collect the charges from the vessels towards the supply of fresh water as per the Scale of Rates (SoR) fixed by the Tariff Authority of Major Ports (TAMP).5.3. Scale of Rates of fresh water supply through water barge: The applicable scale of rates effective from 01.05.2022 at Cochin Port Authority for the supply of fresh water to the ships through water barge is furnished below. The above scale of rates is subject to revision annually based on Performance Indexation of the Cochin Port.

| Sl. No. | Location of the Ship | Coastal vessels (in INR) | | Foreign vessels (in US\$) | |
|---------|----------------------|--------------------------|----------------|---------------------------|----------------|
| | | Rate (per 1000 Ltrs.) | Minimum charge | Rate (per 1000 Ltrs.) | Minimum charge |
| 1 | At Inner Harbour | 397.10 | 9946.65 | 14.8404 | 371.6985 |
| 2 | At outer Harbour | 1558.53 | 39712.94 | 59.3616 | 1484.0405 |

6. Payment of Revenue Share to the Contractor: Revenue share entitled to the Contractor / Water barge Operator will be paid by Cochin Port Authority on monthly basis. At the end of each month, Cochin Port Authority shall furnish a statement containing the details of Fresh water supplied by the Contractor on or before 10th of every subsequent month, duly signed by the Deputy Conservator or his representative, showing his entitlement of Revenue Share. Based on the above statement, the Contractor shall furnish his invoice to Cochin Port Authority and the payment will be made within the 10th bank working day from the date of receipt of the Contractor's Invoice by Cochin Port Authority.7. Documentation to be maintained by the contractor:

7.1. Contractor shall maintain a daily log book of Water Barge, showing the following details:

7.1.1. Quantity of water received by the Contractor from Cochin Port Authority with date and time of receipt supported by original receipt/Delivery Challan.

7.1.2. Particulars of Requisitions received from each vessel approved by Cochin Port Authority to the Contractor.

7.1.3. Particulars of actual quantity of fresh water supplied to each vessel with date and time of supply supported by the receipt duly signed by the Master of the respective vessel or his representative.

7.1.4. Actual quantity of fresh water supplied to Cochin Port Authority's Floating Crafts and Installations by the Water Barge with date and time for self-consumption supported by Cochin Port's requisitions.

7.2. The Log book shall be presented to Cochin Port Authority on weekly basis or as and when required for verification by the Deputy Conservator or his representative.

7.3. Reports to be furnished: The contractor is required to submit a monthly report to Cochin Port Authority covering the above details together with the copies of supporting documents within 5 days of succeeding month as per the format attached as Annexure-10.

8. Date of Commencement of Contract: The successful bidder shall commence the service of Water Barge with an aggregated capacity of 250 MTs i.e. either one Water Barge of 250 Ton capacity or two Water Barges of 100 Ton capacity each and one 50 Ton Water Barge or one 200 Ton Water Barge and 50 Ton Barge etc. at Cochin Port Authority within two months from the date of receipt of Cochin Port's Letter of Acceptance.9. Period of Contract: The Contract period shall be five years from the date of commencement of Contract extendable for a further period of two years at the same rates and terms and conditions

of the tender, at the discretion of Cochin Port Authority and satisfactory performance of the Contractor.

10. Care and Diligence: The Contractor shall exercise all reasonable care and due diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to Employer for the proper, efficient and timely execution of the discharge of water to the vessel.
11. Assignment and Sub-letting: The contractor shall not be permitted to sublease / sublet the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Employer and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.
12. Compliance with statutory requirements:
 - 12.1. The Contractor shall at all times during the contract period comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Employees Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye- laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor. All statutory Approvals are in the contractor's scope. For the work carried out within dock area in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health &Welfare) Regulation 1990.
 - 12.2. Notwithstanding the contractual obligation, the Board shall be entitled to all protections and defenses under the provisions of the Major Port Authority Act, 2021 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.
13. Payment of Taxes &Duties :
 - 13.1. The Contractor shall pay all taxes, levy, duty which they may be liable to pay to State of Kerala & Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of Work. The Contractor shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. The contractor is also bound to pay any penal interest, penalty or fine payable/paid by the contractor to the Tax Authorities on the Taxes and Duties.
 - 13.2. Contractor has to pay GST on the Revenue Share earned by him at the appropriate rate.
 - 13.3. Income Tax Deduction: TDS at the applicable rates will be deducted from the payment of Revenue.
14. Insurance:
 - 14.1. During the Contract period, the Water Barge shall be kept insured by Contractor at their expenses against Marine Hull and Machinery with coverage for Port risks (including damage to Port property, Pollution and wreck removal). The Employer shall not be liable for any claim,

loss or damages to the Water Barge or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the Water Barge. The Contractor shall insure all his employees against any accidents and indemnify Cochin Port during the period of the contract.

14.2. The contractor shall indemnify the Employer in the event of the Trustees being held liable to pay compensations for the injury to any of the contractor's servants or workmen under the Employees Compensation Act 1923, as amended from time to time and shall take an Insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

14.3. In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.

15. Downtime:

15.1. The Contractor will be allowed a downtime of 15 days in each contractual year for upkeep of the Water Barge. The full one year's downtime will be credited at the beginning of each contractual year. However, in order to lay up the Water Barge for carrying out any maintenance work or repairs or surveys etc. by availing the permissible down time, the Contractor must take prior permission in writing from the Deputy Conservator or his authorized representative. The balance down time available at the end of the contractual year will not be carried forward to the next contractual year. Even if un-availed down time is remaining at the credit of the Contractor, if the Water Barge becomes unavailable for Employers use without taking prior permission of Employer, penalty as per Clause No. 16 of GCC will be applicable in all such cases of unavailability. The unavailability period may include due to any deficiencies on the part of crew, availability of the stores, breakdown of machinery or for damage of hull and other accidents to the Water Barge due to the fault / negligence of the Contractor. The contractor shall arrange alternate Water barge / Bunker Barges / Inland vessels / M S Vessels / Any craft capable of being engaged in supply of Fresh water to ships and alternatively through tankers / lorries if in the case of not able to supply Fresh water through the other modes mentioned herein before taking the regular water barge for downtime.

16. Penalty:

16.1. If in the case of the Contractor is unable to supply the aggregated capacity of 250 MTs of fresh water either by a single water barge of capacity of 250 MTs or two barges of 100 MTs and one barge of 50 MTs capacity or as per alternate provisions mentioned at GCC Clause No. 32, a penalty of Rs. 21780/- plus GST will be levied per day or part thereof from the time of non-supply of fresh water by the contractor.

17. Contractor to indemnify Board:

17.1. The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

17.1.1. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution of the Contract by the Contractor and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents.

17.1.2. Damage to or loss of any property, real or personal; and

17.1.3. Any loss or damage arising to the Employer by reason of breach of any of the conditions of this Agreement by the Contractor.

17.2. Should Board have to pay any money in respect of any claims or demands in connection with the Contract, the amount so paid and the costs incurred shall be charged to and paid by Contractor and the contractor shall not be at liberty to dispute or question the right of Cochin Port Authority to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

- 17.3. Employer will not be responsible for any damage suffered by the Water Barge due to failure of the Water Barge or errors of the Master and crew or any other reason whatsoever.
18. Pollution Damage: Contractor shall be liable for pollution damage and the cost of cleanup which has caused by the Water Barge (supplied by the Contractor under the agreement to the Port), and/or the Contractor's personnel by willful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.
19. Settlement of Dispute and Arbitration: (Settlement of Disputes through Conciliation)
- 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 Arbitrator shall decide by whom and in what proportions the Arbitrator's fees as well as cost incurred in Arbitration shall be borne. 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 Authority may refer such unresolved disputes or differences to a Conciliation Committee/ Council comprising of independent subject experts, set up by the Port Authority 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 both the parties.
20. Governing law:
- 20.1. The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Cochin.
21. Performance Security / Security Deposit:
- 21.1. The successful bidder is required to submit Security Deposit within 21 days from the date of Letter of Acceptance (LoA), to guarantee fulfillment of performance and the obligations of the contract, in any one of the following forms:
- 21.1.1. Account Payee Demand Draft/Fixed Deposit Receipt from a Commercial Bank in favor of FA&CAO, Cochin Port Authority.
- 21.1.2. An irrevocable and unconditional Bank Guarantee as per the format enclosed in Annexure-8of tender, from a Commercial Bank.
- 21.1.3. On-line payment to the Bank Account of Cochin Port Authority indicated in Clause No. 18 of Notice Inviting Tender.
- 21.2. The value of Security Deposit shall be equivalent to 3% up to 31.03.2023 and 10% thereafter of the total contract value for five years plus extension period if any.
- 21.3. In case the Security Deposit is furnished in the form of Bank Guarantee, the same should remain valid for a period of 60 days beyond the completion of contract period.
- 21.4. Cochin Port Authority is not bound to pay interest on the Security Deposit furnished by the successful bidder.
- 21.5. In the event of the Contractor failing to honor any of the commitments entered into under this Contract, Cochin Port Authority shall have unconditional option for encashment of the Security Deposit. The bank shall be obliged to make payment to Cochin Port Authority upon demand.

- 21.6. In the event of the tenderer, after the issue of the communication of acceptance of offer by the Board, failing /refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and the willful breach of the contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages therefore either together with or in addition to suspension of the bidder from participating in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such suspension.
22. Execution of Agreement: Upon the receipt of letter intimating award of the Contract (Letter of Acceptance / LoA), the Contractor shall prepare two sets (one original and one duplicate) of the Agreement as per Annexure-9 attached in the tender, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Cochin Port Authority duly executed on Kerala stamp paper of Rs 200/- within 21 days from the date of LoA. Original of the agreement will be retained by the Cochin Port Authority and the duplicate will be returned to the Contractor after the signature of the Chief Mechanical Engineer.
23. Liquidated Damages:
- 23.1. Except as provided under GCC Clause No. 24 (Force Majeure) and Clause No. 25 (Extension of date of commencement of contract), if the Contractor fails to commence the service of the offered Water Barge in all respects within two months from the date of issuance of Letter of Acceptance by the Employer as specified in the contract, the Contractor shall be liable to pay to the Cochin Port Authority as liquidated damages, a sum equivalent to 0.5% of the total contract value for five years, per week or part thereof of delay subject to a maximum of 10% of the total contract value for five years. GST will be applicable on the LD.
- 23.2. The liquidated damages fixed as above shall be considered as reasonable compensation without any actual proof of loss or damage. No variation made in the scope of contract shall be of any excuse for delay in commencement of service of the Water Barge nor prevent the recovery of the said liquidated damages, unless an Extension of date of commencement of contract shall have been granted by the Employer in writing in respect of such variation. The liquidated damages paid/ recovered as above shall not relieve the Contractor from the obligation to commence the services of the Water Barge or from other obligations and liabilities under the contract.
24. Force Majeure:
- 24.1. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.
- 24.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Party claiming to be affected thereby, (the "Affected Party"), which is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the affected party. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3. Upon the occurrence of such cause and upon its termination the Affected Party, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 24.4. Employer shall examine the merit of the case and accordingly time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
- 24.5. The decision of the Employer shall be final and binding in this regard.

- 24.6. However, should such a delay even if due to reason of Force Majeure be protracted for more than 3 months, the Employer may cancel the contract, subject to the consent of the Contractor, at no charge to the Employer in Contractor's favor.
- 24.7. The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
25. Extension of date of commencement of contract:
- 25.1. Except in case of force majeure, as provided under GCC Clause No. 24, a delay by the contractor in commencement of service of Water Barge shall render the contractor liable to the imposition of liquidated damages pursuant to GCC Clause No. 23 (Liquidated Damages) of General Conditions of Contract, unless an extension of time is agreed upon, pursuant to this clause.
26. Termination of Contract:
- 26.1. The Employer reserves the right to terminate the contract by giving 30 days notice to the Contractor, in case of a breach of agreement.
- 26.2. The Employer reserves the right to terminate the contract by giving 30 days notice to the Contractor, if the contractor, in the judgment of the Employer has engaged in fraud and corruption, in competing for or in executing the contract.
- 26.3. The Employer may at any time terminate the Contract by giving 7 days notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent.
- 26.4. Employer reserves the right to terminate the contract by giving 30 days notice in writing to the Contractor in the case of the contractor is not able to supply the water through water barges even after a period of six months or the extension period of 3 months from the date of the LoA as per the Scope of Work and Clause No. 8.3.3. of Instructions to tenderers.
27. Certificates:
- 27.1. The Contractor shall comply with all acts, Regulations and bye laws related to operation of a Water Barge in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways etc. for deploying the Water Barge for service in the Cochin Port, before the Water Barge is put into service.
28. Maintenance and Operation of Water Barge:
- 28.1. The Contractor shall maintain the Water Barge, in efficient operating condition and in accordance with good commercial maintenance practice.
- 28.2. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Water Barge.
- 28.3. If the Engineer-in-Charge of the Contract has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.
- 28.4. The Masters of the Water Barge will carry out all orders of the Engineer-in-Charge and the Master and Engineer to keep full and correct logs in English, accessible to the Engineer-in-charge at all times.
- 28.5. The security of the Water Barge and the crew will be the responsibility of the Contractor.
- 28.6. The Contractor shall nominate a responsible person, who should be available at Cochin for dealing with the Employer on various matters relating to the contract.
29. Facilities to be provided by employer:
- 29.1. Berthing facility for the Water Barge will be provided by the Employer on free of cost basis during the contract period of five years and during the extended period of two years, if any.
- 29.2. Shore Power supply, if required while the Water Barge is at berth will be provided by Cochin Port Authority on chargeable basis, subject to availability.

- 29.3. Fresh Water required for own consumption of the Water Barge will be supplied by Cochin Port Authority at free of cost.
- 29.4. All items except the items mentioned above such as fuel, consumable, lubricants, stores, spares etc. required for the operation and maintenance of Water Barge are under Contractor's responsibility and at his cost.
30. Contractor's subordinate staff and their conduct:
- 30.1. If and whenever the Contractor's employees, agents, or other employees shall in the opinion of the Engineer-in-charge be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Engineer-in-Charge, it is undesirable for administrative or any other reason for such persons to be employed in the Water Barge, the Contractor, if so directed by the Cochin Port Authority shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Cochin Port Authority.
- 30.2. Any person so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
31. Cooling period for commencement: The contractor will be allowed a cooling period of 6 months subject to Clause No. 2.3.3. of Notice Inviting Tender / Clause No. 8.3.3. of Instructions to Tenderers either to charter the water barge of age not more than 20 years or multiple barges of lesser capacity say 50 or 100 tons which will be able to supply a minimum aggregated quantity of 250 MTs within 4 hrs. The successful contractor shall supply the Water Barge strictly as per the Tender conditions after the initial period of six months or the extended period as mentioned in clause No 2.3.3 of NIT / 8.3.3 of the Instructions to Tenderers, from the date of LoA.
32. Alternate arrangement: During cooling period for commencement and in any other situation of non-availability of offered water barge, with prior approval of the Employer, the contractor may arrange supply of Fresh water to the vessels calling at Cochin Port through Water Barges / Bunker Barges / Inland vessels / M S Vessels / Any craft capable of being engaged in supply of Fresh water to ships and alternatively through tankers / lorries if in the case of not able to supply Fresh water through the other modes mentioned herein.
33. Quality of fresh water: The barge operator has to ensure that the quality of fresh water delivered to the ships is of the same quality having TDS 50-150 as supplied at the time of taking delivery at the inlet point.
34. In case of water supply through lorries, the water will be supplied from NTB / STB / any other berths / jetties of the Cochin Port and lorries can take water from Port inlet when the Barge operator gives a request to supply water through lorries.
35. The Engineer in Charge for the contract shall be the Marine Engineering Superintendent, Cochin Port Authority.
36. Changes in constitution of firm: In the case of a tender by partners, any change in the constitutions of the firm shall be forthwith notified by the Contractor to the Chief Mechanical Engineer for his information.
37. Employees of Board not individually liable: No official or employee of the Board shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
38. No dispute or difference on any matter whatsoever, pertaining to the contract can be raised by the contractor after submission of 'No Claim Certificate' in the form as per the format enclosed as Annexure-11.

Scope of Work and Technical Specification

1. **Background of Cochin Port**

1.1. The Cochin Port is the fastest growing maritime gateway to the peninsular India. An all-weather natural port is located strategically close to the busiest international sea routes. Cochin Port, India's first e-Port, is an ISO9001:2015 certified Port complying with all ISPS and MARPOL regulations offering round the clock navigation throughout the year.

1.2. Cochin Port is one among the thirteen Major Ports of India. Cochin Port is located on the South West Coast of India in the state of Kerala at latitude 9° 58'N and longitude 76° 16'E. The existing harbour basin is within the naturally protected area of Cochin lagoon. The entrance of the Port is through the Cochin Gut between the peninsular headland of Vypeen and Fort Cochin. The approach channel to the Port up to the Cochin Gut is about 13 km long with a width of 260m for a length of 11km and 286m for remaining length and dredged depth varies from (-)15.95m at gut to (-)17.4m maintained throughout the year. Main facilities of the Port are located on the artificially created Willingdon Island. Layout of Cochin Port is at Annexure-12.

2. **Geo - Strategic Location:**

2.1. Cochin is an all-weather Port and is strategically located close to the trunk sea routes from Europe to Australia and to Far East. The diversion distance to Cochin from this trunk route is only 76 nautical miles. There is only 11 nautical miles diversion from the Singapore- Gulf sea route to Cochin. No other Indian Major Port enjoys this proximity to maritime highways.

3. **The Existing Port facilities:**

3.1. The existing Port facilities are located on W/Island, which divides the navigational channel into the Ernakulam channel and the Mattancherry channel, inside the harbour. There are two wharves on W/Island viz. Mattancherry Wharf and Ernakulam Wharf. The Mattancherry Wharf is 670 m with four alongside berths and the Ernakulam wharf is 917m long with five alongside berths. There are three oil berths viz. Cochin Oil Terminal (COT), North Tanker Berth (NTB) and South Tanker Berth (STB) which can accommodate 1,15,000 DWT, 30,000 DWT and 18,000 DWT vessels respectively. Other berthing facilities comprise of a Fertilizer Berth, which can accommodate vessels of 60,000 DWT, and one Boat Train Pier, which can accommodate 35,000 DWT vessels and two jetty berths for miscellaneous cargo with capacity for vessels up to 12,000 DWT and 35,000 DWT.

3.2. The existing facilities include:

3.2.1. 15 Berths including 3 oil jetties.

3.2.2. Modern Container Terminal.

3.2.3. Round the clock pilotage.

3.2.4. Dedicated facilities to handle bulk/break bulk as well as variety of liquid cargo.

3.2.5. Open storage spaces.

3.2.6. Single Buoy Mooring (SBM) for crude handling.

3.3. The single Buoy Mooring Systems of the BPCL-Kochi Refineries Ltd. is located at a distance of 19.5 km from the shoreline. This facility is capable of receiving Very Large Crude Carriers of 3,00,000 DWT. The SBM is connected by submarine pipelines of 19.5 km length to shore tank farms facilities at Puthuvypeen under Cochin Port. A lay out showing the locations of the berths of Cochin Port Authority is attached in this Section.

4. **Statistical Information:** Statistical Information on number of vessels called at Cochin Port Authority during the Financial Year 2021-22 is furnished below:

| Number of vessels called at Cochin Port Authority during the Financial Year 2021-22 | | | | |
|--|-----------------|-------------------------------|-------------------------------|-----------------------------|
| Sl. No. | Location | No. of Foreign vessels | No. of Coastal vessels | Total No. of vessels |
| 1 | STB | 0 | 0 | 0 |
| 2 | NTB | 2 | 52 | 54 |
| 3 | COT | 26 | 93 | 119 |

| | | | | |
|---|--------------|------------|------------|-------------|
| 4 | Q5 to Q10 | 87 | 208 | 295 |
| 5 | Q1 to Q4 | 36 | 88 | 124 |
| 6 | SPM | 89 | 0 | 89 |
| 7 | ICTT | 326 | 288 | 614 |
| 8 | LNG | 17 | 0 | 17 |
| | Total | 583 | 729 | 1312 |

5. Coastal Process in the Near Shore and Harbour Basin

- 5.1. The whole coastal area is characterized by formation of the coastal land forms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays, clays and carbonious clays.
- 5.2. The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5m at a distance of about 2km from the shore and gradually deepening to 10m at a distance of about 6km outside the Gut. The sea bottom is mainly soft mud up to several meters deep in the near shore waters of Cochin.
- 5.3. The siltation in the Cochin Harbour Basin area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the approach channel is a combined effect of the phenomena of littoral drift and settlement of suspended sediments.
6. Tides: Cochin experiences semi diurnal tides. The tidal levels as per Naval Hydrographic Chart No.2004 are as follows: Highest High Water Level: +1.20m Mean High Water Spring (MHWS): +0.92m Mean Low Water Spring (MLWS): +0.80m Mean Sea Level (MSL): +0.582m Mean High Water Neap (MHWN): +0.60m Mean Low Water Neap (MLWN): +0.30m Lowest Low Water Level: +0.20m.
7. Waves: The wave climate in the sea is governed by the South West monsoon when wave action can be strong with prevailing wave directions from north-west to south-west. Deep water (15m) wave observations in the past indicate the significant wave heights of 4m, 2m and 1m at the water depths of 10m, 5m and 2m respectively, the predominant wave direction being west. Wave action inside the harbour is insignificant because of narrow entrance between Cochin Gut and Fort Cochin and the configuration of the land. Generally calm conditions prevail throughout the year except during the times of extreme wind action.
8. Current: The currents along the coast of Cochin consist of tide, Wave and Wind induced components. As per observations the maximum current velocities at the Cochin Gut during the non-monsoon periods is of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities relatively are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during the monsoon were observed at the bottom due to density currents.
9. Littoral Drift: The Littoral Drift influenced by the monsoon is southwards during south-west monsoon period and northwards during non-monsoon period. Though this contributes to the siltation in the approach channel, it has no direct impact in the Mattancherry Channel.
10. Bathymetry: The seabed slopes gently in the offshore region and is about 1 in 500-600. The coast experiences the littoral drift, as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastal region.
11. Temperature and Humidity: Temperature at Cochin varies from about 23° to 32.5°C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperature tends to occur in the months of March to May. Low temperatures occur during December and January. The Humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95% to 100%. From October to January it comes down to 50% to 70%. During the summer months of February to May average humidity is about 60%.

12. Winds and Cyclones: The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the monsoon period i.e. from June to September is west to south-west and the effect of land breeze is not dominant during this period. During the non-monsoon periods, the predominant wind direction is from north-east during the morning and west during the evening, which shows influence of land breeze. The maximum wind speed observed was of the order of 112 kmph from WSW direction. Cochin lies beyond the cyclone belt and therefore the risk of cyclones is negligible.
13. Rainfall: The maximum rainfall usually occurs during the SW monsoon period i.e. from June to September. The annual rainfall in the region varies between 2500 to 3500 mm.
14. Scope of work:
 - 14.1. The primary scope of work of the contractor is to supply fresh water to the vessels calling at Cochin Port, by engaging a Water Barge. The Contractor is responsible for Supply, Manning, Operation and Maintenance of single / multiple water barges built with steel hull with an aggregated quantity of maximum capacity of 250 MTs with a single barge, or two barges of 100 MTs and one barge of 50 MTs capacity and so on with an aggregated capacity of 250 MTs at any given point of time, as per the Specification given at Clause No. 15, at his own cost and risk.
 - 14.2. Cochin Port will supply fresh water to the contractor's Water Barge intended to be engaged for supplying fresh water to the vessels. Cochin Port Authority will collect the charges from the vessels towards the supply of fresh water as per the Scale of Rate (SoR) fixed by the Tariff Authority of Major Ports (TAMP), from the concerned vessel agents, as per the applicable Scale of Rates of Cochin Port Authority. Revenue share in % entitled to the contractor/water barge operator as quoted by the Contractor will be paid by Cochin Port Authority on monthly basis on the total revenue collected during the month.
 - 14.3. Alternatively the contractor shall arrange Water supply by various modes such as engaging Water Barges / Bunker Barges / Inland vessels / M S Vessels / Any craft capable of being engaged in supply of fresh water to ships to ensure uninterrupted supply of fresh water to the ships calling at Cochin Port including Inner Harbour, Outer Harbour, Anchorage and SPM (Single Point Mooring).
 - 14.4. The Water Barge / Water barges offered shall individually or through Multiple water barges shall be capable of supplying an aggregated quantity of maximum 250 MTs. The Water Barge should be suitable to supply fresh water to the vessels calling at inner harbour and outer harbour of Cochin Port Authority round the clock i.e. 24 x 7 throughout the year.
 - 14.5. Cochin Port Authority will deploy its staff for arranging supply of fresh water to the Water Barge at STB (South Tanker Berth) / NTB (North Tanker Berth) or any other berth / Jetty / Wharf where there is a provision of Water supply arrangements through the pipelines at the filling point, who will monitor and record the quantity and quality of water by checking the TDS (Total Dissolved Solids) which should be between 50 -150 by using TDS Meter, and in turn it is the responsibility of the Contractor to check and ensure the same quantity and quality of water at the discharge point. The contractor will be informed by the Cochin Port Authority to supply Fresh water to the ships approximately 1 or 2 hours in advance so as to make arrangements for supply of fresh water to the Ships.
15. Specification of the Water Barge:
 - 15.1. Brief specification of Water Barge given below is only intended to cover the principal requirements and is not to be taken as complete in details. Any fittings or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the contractor without any cost implication to Cochin Port Authority. The Water Barge should be complete in all respects as per Cochin Port's requirements / statutory requirements. General arrangement plan and all other relevant technical details of the Water Barge must be submitted along with the technical bid.
 - 15.2. The Water Barge shall have the following technical features:

- 15.2.1. LOA: Up to 40 meters.
- 15.2.2. Draft: Maximum 5.0 Meters (fully loaded condition).
- 15.2.3. Speed: Minimum 6 Knots in calm sea condition in loaded condition.
- 15.2.4. Construction: Steel.
- 15.2.5. Classification: Built and maintained under IRS or any IACS member and the Water Barge must have all valid statutory and Classification certificate for the performance of the designed duties.
- 15.2.6. Registration: I.V. Act or higher.
- 15.2.7. Equipment: Must have AIS & VHF.
- 15.2.8. Age: Not more than 15 years as on the date of commencement of contract or at the time of expiry of the cooling period of six months from the date of LOA.
- 15.2.9. Fresh Water Capacity: 250 MTs.
- 15.2.10. Water Pump Capacity: Should be able to pump out full tank capacity to a ship of 20 M free-board within 4 hours.
- 15.2.11. Insurance: The Water Barge must have valid insurance for Port risks from any reputed Indian Insurance Company.
- 15.2.12. Manning: The manning for the Water Barge has to be provided as per the Act and the crew must have valid certificate of Competency as applicable.
- 15.2.13. The Water Barge should have a meter fitted in the delivery line for assessing the quantity of Fresh Water supplied to the Vessels.
- 15.2.14. The Water Barge should have a proper arrangement to assess the quantity of fresh water remaining onboard the Water Barge.
- 15.3. Other operational aspects of the Barge:
 - 15.3.1. Contractor shall meet all operational costs of the Water Barge including but not limited to the following:
 - 15.3.1.1. Fuel, stores, spares, lubricants, dry docking and repairs, survey and other expenses for keeping the Water Barge in sea-worthy conditions at all times and maintain the class.
 - 15.3.1.2. Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses including their insurance, provident fund, victual etc.
 - 15.3.1.3. Barge should be provided with adequate no. of Mooring ropes, necessary intrinsically safe cables, plugs etc. as the case may be for drawing shore power (cost of shore power, if required by the Contractor shall be supplied by Cochin Port Authority on chargeable basis, subject to availability).
 - 15.3.1.4. Insurance of the Water Barge, as applicable.
 - 15.3.1.5. Cochin Port Authority will not be responsible for any damage suffered by the Water Barge during the contract period due to any reason whatsoever.
 - 15.3.1.6. Bunkers can be taken through pipe lines of IOC at North Coal Berth or by Tanker Lorries from any Berth. There will be no Port charges for the movement of Water Barge for water supply.
16. Inspection of water barge before commencement of operation: Before commencement of operation of Water Barge in Cochin Port, the Water Barge will have to be presented for the inspection of the Deputy Conservator / his representative of this contract to confirm that the Water Barge is meeting all the tender requirements. On the date of commencement of service, the Water Barge shall have completed all the necessary surveys and be in possession of all necessary valid certificates. All statutory certificates of the Water Barge shall be produced for verification of the Deputy Conservator / his representative and the copies of the same shall be furnished to the Cochin Port Authority for record.

Letter of Submission (on the letter head of the bidder)

No.

Date:

To

The Chief Mechanical Engineer, Cochin Port Authority

Sir,

Sub: Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model.

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the work referred above. We are submitting our technical bid enclosing the following documents as per the requirements of the tender, for your evaluation.

1. Copy of financial instrument towards cost of tender document.
2. Copy of financial instrument towards EMD.
3. Copy of MSME registration, if the tenderer is claiming exemptions from remittance of cost of tender document and EMD.
4. Power of Attorney in favour of signatory/s to the tender, duly authenticated by Notary Public, as per Annexure-2.
5. Details of the past experience of similar works to fulfill MQC as per Annexure-3.
6. Declaration duly signed as per Annexure-4.
7. Bank Information for e- payment system as per Annexure-5.
8. Technical details of offered Water Barge along with supporting documents as per Annexure-6.
9. Form of Bid as per Annexure-7 duly signed and sealed.
10. Copy of PAN card.
11. Copy of GST Registration Certificate.
12. Self-attested / notary certified copy of completion certificates of each work issued by the client and self-attested / notarized copy of connected work order shall be attached. The completion certificate shall invariably contain the following among other things: (a) Work order No. / Agreement No. (b) Details of work (c) The completion cost of the work (d) Date of commencement and (e) Date of completion of the work.
13. Statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years, (viz. 2019-20, 2020-21 and 2021-22) and audited financial statements for the above three financial years.
14. Self-attested / notarized copy Certificate of Registration of the offered Water Barge issued by relevant authority if the bidder owns the barge offered.
15. Self-attested / notarized copy of Agreement / MOU with the owner of an existing Water Barge in case the bidder is offering a Water Barge which is not owned by him at the time of bid submission.
16. Proof of documents to substantiate the status of the Company as the case may be.

Signature of Authorized Signatory

Proforma of Power of Attorney/ Letter of Authority

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

To

The Chief Mechanical Engineer,
Cochin Port Authority,
Cochin, 682009,
Kerala, India.

Dear Sir,

We ----- do hereby confirm that Mr./Ms./Messrs ----- (insert name and address) whose signature is given below, is /are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against Tender for Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model.

We confirm that we shall be bound by all and whatsoever our said agents shall commit.

Signature of the authorized person:

Name & Designation :

Yours faithfully,

Signature, name and seal of the certifying authority

Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model.

Details of similar works completed by the tenderer during the last seven years ending 30.09.2022

| 1 | Details of work order No / Agreement No. and date of work order & completion certificate | Total Value of Contract in INR | Duration of Contract | | | Owner's Complete address with Tele Fax / Phone / e-mail address of contact person |
|---|--|--------------------------------|-----------------------------|---------------------------|-----------------------|---|
| | | | Actual date of commencement | Actual date of completion | Total years completed | |
| 2 | 3 | 4 | 5 | 6 | 7 | |
| | | | | | | |

Note: Bidder shall enclose the following:

- (i) Self-attested / notarized copies of each Work Order / Agreement issued by the Client;
- (ii) Self-attested / notarized copies of each completion certificate issued by the Client.

Signature of tenderer

Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model.

Declaration

We M/s (*Name & address of the bidder*) hereby declare that:

1. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
2. We disclose with that we have * made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
3. We do hereby accept all the terms and conditions of Port's tender document.
4. We do hereby confirm that we have not been blacklisted or debarred by any Central / State Government / Agency of Central or State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.

Signature of tenderer

*Note: Delete whichever is not acceptable.

Format for furnishing Bank information for e-payment

| | | |
|---|--|------------|
| 1 | Name and full address of the beneficiary | |
| 2 | Credit Account No.(Should be full 14 digit) | |
| 3 | Account Type(SB or CA or OD) | |
| 4 | Name of the Bank | |
| 5 | Branch(Full address with telephone No.) | |
| 6 | MICR code(Should be 9 digit) | |
| 7 | Telephone No. /Mobile No. /Fax No. of the beneficiary | Telephone: |
| | | Mobile : |
| | | Fax : |
| 8 | Cancelled Cheque | |

Signature of tenderer

Technical details of Water Barge offered

| Sl. No. | Description | Bidder's response |
|----------------|---|--------------------------|
| A | General particulars (attach the documents in support of the information provided) | |
| 1 | Name and address of the owner of the barge | |
| 2 | Name of the water barge | |
| 3 | Official number | |
| 4 | Call sign | |
| 5 | Gross tonnage | |
| 6 | Net tonnage | |
| 7 | Date of built of the water barge | |
| 8 | Flag / Nationality | |
| 9 | Port of Registry | |
| 10 | Registration (MS Act / River Sea Act / IV Act) | |
| 11 | Confirmation that the offered water barge is built and maintained under class (attach supporting documents). | |
| 12 | Insurance details | |
| 13 | Hull material | |
| 14 | Name & address of client(s) used the offered water barge earlier , if any | |
| B | Technical details (attach general arrangement drawings and OEM's Manuals & Literatures (relevant pages) to support the information provided) | |
| 1 | Length overall (LOA) | |
| 2 | Beam | |
| 3 | Depth | |
| 4 | Free board | |
| 5 | Draft in fully loaded condition | |
| 6 | Speed (knots) in calm sea condition with full load | |
| 7 | Fresh water carrying capacity in metric tones | |
| 8 | Water pump capacity (please indicate the time required for emptying 250 MT of water to a ship with 20 meter free-board) | |
| 9 | Complement capacity (indicate No. of manning crew as per statutory requirement) | |
| E | Other particulars | |
| 1 | Fuel tank capacity (indicate the maximum possible running hours with one bunkering) | |
| 2 | Approximate fresh water consumption per day for water barge's own use. | |
| 3 | Communication equipment (specify each equipment) | |
| 4 | Navigation equipment (specify each equipment) | |
| 5 | LSA / FFA (specify) | |

Signature of tenderer

FORM OF BID**To**

The Board of Trustees,
Cochin Port Authority

Through

The Chief Mechanical Engineer
Cochin Port Authority, Cochin, 682009

Tender for “Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model”.

I/We have read and examined the Notice Inviting Tenders, Instructions to Tenderers, Form of Agreement, General Conditions of Contract, Scope of Work and Technical Specification, Bill of Quantities and other documents and rules referred to in the General Conditions of Contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified in the underwritten memorandum within the time specified in such memorandum by offering a Revenue Share to Cochin Port Authority 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 Scope of Work and Technical Specification mentioned in the Tender Document and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | | | |
|----|--|---|--|
| a) | General description of work | : | Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model. |
| 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 Authority fixed for various categories of Vessels. |
| b) | Earnest Money Deposit | : | Rs. 79,500/- |
| c) | Security Deposit | : | 3% up to 31.03.2023 and thereafter 10 % of the total contract value for five years plus extension period if any. |
| d) | Time allowed for commencement of service from the date of Letter of Acceptance | : | Two months |

- e) Contract period : Five years from the date of commencement of service extendable for a further period of two years at the discretion of Cochin Port Authority and satisfactory performance of the Contractor.
- f) Schedule, specifications, conditions, drawings etc. : As per the 'Contents' sheet attached

I/ We agree to keep the tender open for 120 days from the due date of submission and not to make any modifications in its terms and conditions

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof the cost and consequence of which shall be to the sole account of the tenderer and upon such an event the Board shall have full right to claim damages. I/We fully accept that, in the event of default, I/We will be suspended and shall not be eligible to participate in the Tenders invited by Cochin Port Authority, for a period of two years from the date of such Suspension Orders.

Dated the day of 20....

Signature of the Tenderer

Address :
Witness :
Address :
Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Board of Trustees for a sum of Rs.....
(Rupees.....)

The letters referred to below shall form part of this Contract Agreement

- a) ..
- b) ..
- c)

Dated.....

**Chief Mechanical Engineer
Cochin Port Authority**

Proforma of Bank Guarantee for Performance Guarantee / Security Deposit

(To be executed on non-judicial Stamp Paper of appropriate value)

[The bank, as requested by the successful tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Trustees of the Port of Cochin, incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Cochin Port Authority, its successors and assigns) having agreed to exempt (Name of the Contractor/s) (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide Chief Mechanical Engineer's letter No. dated ----- made between the Contractors and the Board for execution of Bank Guarantee covered under Tender No. E/T-6/Water Barge Hiring/2022-M dated ----- (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. ----- (Rupees ----- only) we, the (Name of the Bank and Address) (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. ----- (Rupees ----- only) against any loss or damage caused to or suffered by or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

We, (Name of Bank and Name of Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. ----- (Rupees ----- only).

We, (Name of Bank and Name of Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

We, (Name of Bank and Name of Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical Engineer, Cochin Port Authority of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

We, (Name of Bank and Name of Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

It is also hereby agreed that the Courts in Ernakulam would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

We, (Name of Bank and Name of Branch), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- only);

This Bank Guarantee shall be valid up to -----; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ----- (date of expiry of Guarantee).

Date:

Place:

For (Name of Bank)

(Name)

Signature

Form of Agreement**Agreement No. ... of**

Agreement for the work of “Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model. This agreement is made on this day ---- of ----- between the Board of Trustees of Cochin Port Authority commonly known as Cochin Port Authority, a body corporate under the Major Port Authority Act, 2021 having office at 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. -----, S/o -----, aged --- years, 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 No. -----dated ----- 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 underwritten 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 fulfill 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 Cochin Port Authority 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, underwritten memorandum or if the Contractor not deposit the full amount of security deposit specified in, underwritten 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
- (c) Letters exchanged between the Employer and the Tenderer up to 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 : Hiring of Water Barge with an aggregated capacity of 250 MTs at Cochin Port Authority for a period of five years extendable by two years on Revenue Share Model.

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 Authority fixed for various categories of Vessels.
- b) Reserve Price of Revenue Share fixed in the Tender. : (Not to be filled here)
- c) Offered Revenue Share. : (Not to be filled here)
- d) Earnest Money Deposit : Rs. 79,500/-
- e) Security Deposit : 3% up to 31.03.2023 and thereafter 10% of the total contract value for five years plus extension period if any
- f) Time allowed for commencement of service from the date of receipt of Letter of Acceptance : Two months.
- g) Contract period : Five years from the date of commencement of Contract extendable for a further period of two years at the discretion of Cochin Port Authority 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 AUTHORITY, 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. ----- 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 Authority on behalf of Board of Trustees of
Cochin Port Authority

EMPLOYER

Signed and affixed the common seal of Board of Trustees
of the Cochin Port Authority in the presence of

1.

2.

Format of Monthly Report**Name of Water Barge:****Report for the month of**

| Sl. No. | Description | | | | Quantity in KL | |
|----------------|--|---------------|---------|---------------|-----------------------|--|
| 1 | Quantity of water remaining onboard as on the last day of previous month.....athrs. | | | | | |
| 2 | Quantity of water received from Cochin Port Authority during the month..... up to.....hrs. | | | | | |
| 3 | Total quantity available for supply during the month (1+2) | | | | | |
| 4 | Quantity of Water supplied in KL | | | | | |
| i | Quantity supplied to the vessels called at Cochin Port Authority | Inner Harbour | | Outer Harbour | | |
| | | Foreign | Coastal | Foreign | Coastal | |
| | | | | | | |
| ii | Quantity supplied to the vessels/Installations of Cochin Port Authority for own consumption | | | | | |
| iii | Quantity of water consumed by the Water Barge for its own use | | | | | |
| 5 | Total of 4 (i + ii + iii) | | | | | |
| 6 | Quantity of water remaining onboard as on the last day of reporting month.....athrs. | | | | | |
| 7 | Ideally, the quantity of water remaining onboard mentioned at Sl. No.6 should be equal to (3 - 5), if it is not tallying, reason for the difference. | | | | | |
| | | | | | | |

Signature of the Contractor

No Claim Certificate

(On Company Letterhead)

To,

(Contract Executing Officer)
Cochin Port Authority

Sub: Contract Agreement No ----- dated -----for

We have received the sum of Rs. (Rupees ----- only) in full and final settlement of all the payments due from Cochin Port Authority for under the abovementioned contract agreement, between us and Cochin Port Authority. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim, whatsoever of any description, on any account, against Cochin Port Authority, against aforesaid Contract Agreement executed by us.

Yours faithfully,

Signatures of Contractor or
Officer authorized to sign the Contract Documents
On behalf of the Contractor
(Company Stamp)

Date:

Place:

Annexure-12

Layout of Inner Harbour of Cochin Port Authority

