

## COCHIN PORT TRUST

Chief Mechanical Engineer's Office  
Cochin Port Trust  
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TENDER No. E/T-12/Water Barge/2020-M

Dated: 17-09-2020

### TENDER AMENDMENT NOTICE

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

Ref:-1) This Office Tender Notice of even number dated 20-08-2020.

2) Pre-Bid meeting held on 01-09-2020

3) This Office Tender Extension Notice of even number dated 08-09-2020

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Please refer to the above. Replies to the queries raised by the firms during the Pre-bid meeting held on 01-09-2020 and the Amendments to the tender conditions are appended herewith as Annexure-I and Annexure-II respectively. Pre-Bid clarifications (Annexure-I) Tender Amendment (Annexure-II) and this Tender Amendment Notice shall form part of the tender document and are to be signed and submitted along with the tender. Tenderers are requested to take cognizance of the amendments before submitting the tender.

The last date and time of submission of Bid is extended upto **15:00 hrs.** on **30-09-2020**. The Technical Bids will be opened on the same day at **15:30 hrs.**

All other terms and conditions of the tender remain unaltered.

Encl: As above

Sd/-

**CHIEF MECHANICAL ENGINEER**

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**Replies to Pre-bid Queries in response to e-Tender No. E/T-12/Water Barge /2020-M for Hiring of one number Water Barge at Cochin Port Trust for period of two years on Revenue Share Model**

<b>SL No.</b>	<b>Page No.</b>	<b>Chapter Name &amp; Clause No. / Actual Clause</b>	<b>Clarification Sought / Change Suggested</b>	<b>CoPT's reply</b>
1.	13	Section I, Instruction to Tenderers Clause 9 Minimum Qualification Criteria, 9.1.C. The tenderer should arrange to construct a new Water Barge/purchase an existing Water Barge from elsewhere and provide the Water Barge within 6 months from the date of issue of Letter of Acceptance (LoA) (furnish self attested/notarized copy of Agreement/MOU with the builder of the Water Barge /Owner of an existing Water Barge as applicable).	We ourselves are barge builders. In this case what document is required to submit?	Furnish a self declaration stating that the newly constructed water barge will be available for service within six months from the date of issue of LOA.
2.	13	Section I, Instruction to Tenderers Clause 9.Minimum Qualification Criteria, Explanatory notes. Note1 :- "Similar works" means "Hiring/Supply, Manning, Technical Operation and Maintenance of Sea Going Vessels in Major Ports/Minor Ports/Private Ports/Other Reputed Govt/Private Organisations."	Even though we do repair works of vessels, it is not to the tune of 1 to 2 crore. Also tender is for an inland barge.	The Tenderer shall meet the MQC as per the tender. Hence tender condition prevails.
3.	4	Notice Inviting Tender-Table 1.3.(x) Time for commencement of service of Water Barge. Six months from the date of LOA.	To construct a new self propelled barge under Class is not possible in 6 months. It will take 9 to 11 months. Request to change the time for commencement of service of Water Barge as eleven months from the date of LoA.	Tender condition prevails.

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
4.	19	<p>Section I, Instruction to Tenderers, Clause 25. Reserve Price: The bidder shall offer a Revenue Share per Kilo Litre of water, to Cochin Port Trust. The contract will be awarded to the Pre-qualified bidder, who offers the highest Revenue Share through tender, above the Reserve Price of Rs.250/- (Rupees Two hundred and fifty only) per Kilo Litre.</p>	<p>We would request you to reduce the reserve price for water to Rs. 150/ton to make the project feasible, given that there are no minimum guarantees of water supply by Port.</p>	<p>The Reserve Price has been arrived at after considering all cost elements including the purchase cost of water. Hence Tender Condition prevails.</p>
5	48	<p>Section II , Modality of Operation and General Conditions of Contract (GCC) Clause No. 5 (ii) :-  Scale of Rates of fresh water supply through water barge.</p>	<p>We understand that in the scale of rates, there is minimum charge for supply of water at inner harbor i.e. Rs. 9,343/- which amounts to approximately 25 tonnes of water. In case we share only Rs. 250/- per ton, then in this particular trip we will receive only Rs 3,075/- (approx.) which is quite insufficient given there will be a sizeable fuel cost for movement of our vessel in the inner harbor, as well as pumping cost. In this regard we request you to allow us to levy for a minimum of 100 tons of water, at the rate mentioned in your scale of rates.</p>	<p>Tender Condition prevails.</p>

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
6	74	Section III, Site Information, Clause No. 5.4, Statistical Information Information pertaining to the number of vessels called at Cochin Port Trust during the Financial Year 2019-20.	In order to estimate the sharing rate with you, we request you to kindly provide us the under mentioned information:- (i) No. of ships water was supplied in 2019-20; (ii) Total quantity of water supplied in 2019-20; (iii) Minimum quantity of water supplied to one ship in 2019-20; (iv) Maximum quantity of water supplied to one ship in 2019-20 The above information may please be in respect of vessels called at inner harbour and outer harbour separately.	Our barge was operating only in the inner harbour area. Our Barge was decommissioned on 28/02/2019 and so no data available for the year 2019-20. Data for the calendar year 2018 is furnished below:-

Sl No	Particulars	Inner Harbour		Outer Harbour	
		Coastal Vessel	Foreign Vessel	Coastal Vessel	Foreign Vessel
1	No. of ships water was supplied in (2018)	284	No Supply	No Supply	No Supply
2	Total quantity of water supplied in (2018) (Tons)	32, 278	No Supply	No Supply	No Supply
3	Minimum quantity of water supplied to one ship in 2018 (Tons)	25	N A	N A	N A
4	Maximum quantity of water supplied to one ship in 2018 (Tons)	400	N A	N A	N A

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
7	52	Section II , Modality of Operation and General Conditions of Contract (GCC) , Clause No. 16, Penalty.	<p>We request you remove the penalty of Rs.1,430/- per hour in the case the barge is not available due to emergency repairs. You will appreciate that the pressure of repairing the barge at the earliest lies with us, as our vessel remains unutilized during that period. This penalty clause would have been appropriate if this tender was for hiring of the vessel.</p> <p>Also, your clause of forfeiting the Bank Guarantee in case substitute water barge cannot be provided beyond 3 days should be removed, as it is not possible to provide a substitute barge within 3 days, as none is available in the area of operation. However, you are free to terminate the contract after 30 days in case we are unable to repair it, or provide you an alternate vessel. (Clause no 26.5)</p>	<p>The amount of penalty of Rs.1,430/-per hour fixed remains unchanged.</p> <p>First sentence of Sub-clause 16.3 “If the contractor has not deployed the substitute Water Barge within 3 days from the time and date the offered Water Barge become unavailable for use, the contract is liable to be terminated at the discretion of the Employer” is modified as “If the contractor has not deployed the substitute Water Barge within 30 days from the time and date the offered Water Barge become unavailable for use, the contract is liable to be terminated at the discretion of the Employer”.</p>

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
8	51	Section II , Modality of Operation and General Conditions of Contract (GCC) Clause No. 15, Down Time	The allowable downtime of only 15 days per year is not sufficient for carrying out repairs and maintenance and also conducting annual surveys (from Kerala Inland Transport and/or any classification society). Therefore, we request that you provide another 15-day period for undertaking annual surveys beyond the time provided for repairs and maintenance (which will definitely be utilized during operations)	15 days per year downtime is sufficient for carrying out repairs, maintenance and annual surveys. Routine maintenance can be carried out when there is no water supply and also during water filling. (Hired Tugs also provided with 15 days down time per year). Hence tender condition prevails.
9	54	Section II , Modality of Operation and General Conditions of Contract (GCC) Clause No. 21 Performance Security/Security Deposit, Sub-Clause 21.2	The value of security deposit should be equal to 10% of the annualized contract value instead of 2 years. This system is also being adopted in other major ports (specially Kolkata Port Trust), for their tenders exceeding 1 year (attached with our email is a recent tender document of Kolkata Port Trust, wherein security deposit has been considered on annualized value (Ref: Page 14, Clause 6.0)	First sentence of Sub-clause 21.2 "The value of Security Deposit shall be equivalent to 10% of the total contract value for two years rounded-off to the nearest Rs.1000/-." is modified as "The value of Security Deposit shall be equivalent to 10% of one year's contract value rounded-off to the nearest Rs.1000/-."
10	70	Section III, Scope of Work & Technical Specification  Clause 4.2.4, Other operational aspects of the Barge, Sub-clause 4.2.4.1.	Kindly let us know which jetty/place will be provided for bunkering of the water barge, and whether there will be any port charges applicable for availing the bunker from the harbor area?	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.

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
11	69	<p>Section III, Scope of Work &amp; Technical Specification</p> <p><b>Clause 4.2</b> Brief Specification of the Water Barge, Sub-clause 4.2.3 (3), Speed of Water Barge</p>	<p>We request you to allow vessel speed up-to 7 knots also to qualify.</p>	<p>Tender condition prevails.</p>
12	47	<p>Section II , Modality of Operation and General Conditions of Contract (GCC) Clause 5 (i) Charges towards the supply of fresh water to ships to be collected by the contractor</p>	<p>We request Cochin Port to realise all payments of water supply, directly from the ship owner/Agent and pay us our share of dues, on a monthly basis, by the seventh day of the following month.</p>	<p>Tender condition prevails.</p>
13	42	<p>Schedule –I List of documents to be submitted by the tenderer , Sl. No.12</p>	<p>In Annexure 7 there are two categories for the technical details of Barge submitted. a) if a readily available water Barge is offered along with the Class details b) if a new Barge is offered (needs to be provided within 6 months of LOI)</p> <p>We currently own Water Tanker Barge built in IR class but not currently maintained in Class. 6 months is sufficient time to conduct the necessary Dry-dock and Repairs to maintain the Barge in class and meet the technical requirement of (a). Please advise on how to submit this to meet the requirement.</p>	<p>Provide an undertaking stating that Barge will be maintained under class before starting operations (within six months of LoA)</p>

SL No.	Page No.	Chapter Name & Clause No. / Actual Clause	Clarification Sought / Change Suggested	CoPT's reply
14	19	Section I, Instruction to Tenderers, Clause 25. Reserve Price:	<p><b><u>Reserve Price of Rs 250 per KL.</u></b></p> <p>Required confirmation on the way the revenue share model will work: The Reserve Price of Rs 250/KL is the fixed revenue the Operator has to share with Cochin Port Trust plus the additional revenue share quoted.</p> <p>For example as per SOR, the Rate quoted is Rs 373/- per KL for Coastal Vessels at Inner Harbour. If we quote addition Rs. 20/- as our bid, we will need to pay Cochin Port Trust Rs 273 (250+23) per KL, with Rs 100/- per KL going to the Operator. Please confirm the same.</p>	As rightly understood by the bidder, the Reserve Price of Rs.250/- per Kilo litre plus the additional revenue share quoted will be the amount to be shared with Cochin Port Trust, the amount over and above the sum of the above will be the share of the Contractor.
15	46	Section II , Modality of Operation and General Conditions of Contract (GCC), Clause 2 Revenue generation prospective.	<p><b><u>Quantity Estimation and previous mode of Supply</u></b></p> <p>The estimated quantity of 50,000 MT annually is based on what past figures and what is estimated quantity distribution between coastal and foreign vessels? Currently how is potable water being supplied to vessels being called at Cochin Port?</p>	Previously the fresh water was supplied by Cochin Port owned Water Barge operating in one shift/day, only in the inner Harbour area. The average water supply by that Water Barge was around 38,000 Tons/year.

Sd/-

**CHIEF MECHANICAL ENGINEER**



**COCHIN PORT TRUST**

**Tender No. E/T-12/Water Barge/2020-M dated 20-08-2020 “for hiring of one number Water Barge at Cochin Port Trust for a period of two years on Revenue Share Model”**

**TENDER AMENDMENT**

The following Amendments are issued to the above Tender:-

1. Section I, (1) Notice Inviting Tender, Clause (2) (c) and Section I, (2) Instruction to Tenderers, Clause (9) (c) under “Minimum Qualification Criteria (MQC)”. The following sentence is added after the sentence “ furnish self attested/notarized copy of Agreement/MOU with the builder of the Water Barge /Owner of an existing Water Barge as applicable.”

“In case the tenderer is offering a barge which will be constructed by him at his facility, a self declaration stating that the newly constructed Water Barge will be available for service within six months from the date of issue of LoA is acceptable ”.

2. **Section II , Modality of Operation and General Conditions of Contract (GCC) , Clause No. 16, Penalty.**

First sentence of Sub-clause 16.3 “If the contractor has not deployed the substitute Water Barge within 3 days from the time and date the offered Water Barge become unavailable for use, the contract is liable to be terminated at the discretion of the Employer” is amended as “If the contractor has not deployed the substitute Water Barge within 30 days from the time and date the offered Water Barge become unavailable for use, the contract is liable to be terminated at the discretion of the Employer”.

3. **Section II , Modality of Operation and General Conditions of Contract (GCC) Clause No. 21**

**Performance Security/Security Deposit, Sub-Clause 21.2**

First sentence of Sub-clause 21.2 “The value of Security Deposit shall be equivalent to 10% of the total contract value for two years rounded-off to the nearest Rs.1000/-.” is amended as “The value of Security Deposit shall be equivalent to 10% of one year’s contract value rounded-off to the nearest Rs.1000/-.”

4. Section III, Scope of Work & Technical Specification, Clause 4.2.4, Other operational aspects of the Barge, Sub-clause 4.2.4.1. The following sentence is added as Sub-Clause 4.2.4.1 (vi):

“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.”

5. **Section I, Tender Notice, Clause 4 (i), Table 1.2 and Tender Extension Notice dated 08-09-2020.**

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

Sl. No.	Particulars	Date & Time
5	Last date & time of submission of Bid	<b>30-09-2020 upto 15:00 hrs.</b>
6	Date and time of opening the Technical Bid	<b>30-09-2020 upto 15:30 hrs.</b>

**Sd/-**

**CHIEF MECHANICAL ENGINEER  
COCHIN PORT TRUST**