

ADDENDUM/ CORRIGENDUM NO.3
COCHIN PORT AUTHORITY
 An ISO-9001:2008 & ISPS Compliant Port

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CHIEF ENGINEER'S OFFICE
COCHIN-682009

No.T9/T-2020 /2024-C

Dated: 28/08/2024

Tender for Providing Consultancy Services for Preparation of Comprehensive Master Plan for Cochin Port
(Tender No.T9/T-2020/2024-C)
QUERIS RAISED BY THE BIDDERS AND COPA'S RESPONSE THERETO

| <u>Bidder -1</u> | | | | |
|-------------------------|----------------------------------|----------------------|---|--|
| Sl. No | Section /Clause /Sub Cl. No. | Tender Specification | Queried from the bidder | Response of CoPA |
| 1 | Clause 3.4: Page 17-18 of RFP | | (a). Please clarify whether the payment shall be made exclusive of GST or inclusive of GST? (b). Please clarify the number of days within which payment shall be made to the Consultant. (c). Considering the wide scope, it will be Extremely challenging to complete the project in 4 months, we request to modify the deliverable time as below. | (a) Bidder's financial quote shall be exclusive of GST. GST will be paid extra as per the prevailing rates. (b) Payments will be made by CoPA within 30 days from the receipt of bill with all supporting documents/reports complete in all respects. In case any document is not enclosed initially, the above |

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

| S. No. | Item of work | Time Schedule from start of assignment | No. of copies | Percentage of Total Fee | S. No. | Item of work | Time Schedule from start of assignment | Percentage of Total Fee |
|--------|---|--|---|-------------------------|--------|---|--|-------------------------|
| 1 | Submission of Inception Report | 15 days | Three (3) hard copies plus soft copy (editable) | 10 | 1 | Submission of Inception Report | 15days | 10 |
| 2 | Submission of Demand & Market Assessment Report | 1.5 months | Three (3) hard copies plus soft copy (editable) | 10 | 2 | Submission of Demand & Market Assessment Report | 2.5month | 25 |
| 3 | Submission of Infrastructure Projects, Development & Land Use Plan | 2.5 months | Three (3) hard copies plus soft copy (editable) | 10 | 3 | Submission of Infrastructure Projects, Development & Land Use Plan | 4.0month | 30 |
| 4 | Submission of Draft DPR and presentation thereon; acceptance of draft DPR by CoPA | 3.5 months | Five (5) hard copies plus soft copy (editable) | 40 | 4 | Submission of Draft DPR and presentation thereon; Acceptance of draft DPR by CoPA | 6.0months | 25 |
| 5 | Submission of Final DPR and | 4.0 months | Five (5) hard copies | 30 | 5 | | | |

time limit will be reckoned only from the date of submission of all documents in complete shape.
(c)
Clause 3.4 of ToR, Deliverables, Time and Payment Schedules modified.
Please see Addendum/ Corrigendum No.4

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| | | presentation thereon and acceptance of Final DPR by CoPA | plus soft copy (editable) | | Submission of Final DPR and presentation thereon and acceptance of Final DPR by CoPA | 7.0 months | 10 | |
| | | | | | Also to maintain cash flow for the project, modification of the payment schedule is also requested. Please confirm the same | | | |
| 2 | Clause 5.12: Page 32 of RFP | Dispute between the Consultant and Cochin Port | | | The proceedings under arbitration shall be administered under Arbitration and Conciliation Act, 1996 by a sole arbitrator appointed mutually by both the Parties. | | | Tender condition shall prevail |
| 3 | Clause 5: Page 29 of RFP | GENERAL TERMS & CONDITIONS Liability of Consultant | | | <p>We would like to include the following clauses under the Section V General terms & Conditions of the RFP document.</p> <p>(a). The Consultant shall be liable to pay compensation to the CoPA only if it is established that the Consultant has failed to exercise reasonable skill, care, and diligence in the performance of its obligations in relation to the services. If it is established that the Consultant is liable to pay any compensation to the CoPA, then such compensation shall be limited to the amount of reasonably foreseeable direct loss or damage</p> | | | |

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| | | | <p>suffered by the CoPA due to the acts or omissions of Consultant in performing its obligations, and, in any event, such amount shall not exceed more than the total fees actually paid to Consultant in relation hereto. The CoPA agree to waive all claims against the Consultant so far as the aggregate of damages which might or otherwise be payable exceeds the maximum amount payable as stated above.</p> <p>(b). Notwithstanding anything to the contrary provided in the Contract, the Consultant shall not be liable to the CoPA for any loss of revenue, loss of profit, loss of production, loss of contracts, loss of use, loss of business, third part punitive damages or loss of business opportunity or any indirect, special or consequential loss or damage.”</p> | <p>Tender condition shall prevail</p> |
| <p>4</p> | <p>Clause No. 3.3.1. Objectives (10). Page No. 15 of RFP</p> | <p>Obtain comprehensive environment clearance for all projects proposed under the Master Plan.</p> | <p>Since this is a Master plan study which comprises of various sub projects which will also be developed at different phases, it is suggested to take up the EC for the projects as and when the development of such project components are planned. Hence obtaining comprehensive environment clearance to be excluded from the scope.</p> | <p>Clause No. 3.3.1 – Objectives: Sub Clause 10 stands deleted. Please see Addendum/ Corrigendum No.4.</p> |

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| 5 | <p>Clause No. 3.3.1. Development and land use plan (7). Page No. 17 of RFP</p> | <p>To prepare conceptual disaster management and emergency services plan.</p> | <p>Since this is a Master plan study, the disaster management and emergency services plan is to be developed while preparing the environmental impact assessment report. Hence the preparation of conceptual disaster management and emergency services plan shall be excluded from the scope.</p> | <p>Clause No. 3.3.1 – Development and land use plan: Sub Clause 7 stands deleted. Please see Addendum/ Corrigendum No.4.</p> |
| 6 | <p>Clause No. 3.3.1. Development and land use plan (8). Page No. 17 of RFP</p> | <p>To prepare PFR as per broad aspects as per MOEF Guidelines attached as SCHEDULE 6 and preparation of Form-I of EIA Notification-2006.</p> | <p>Since the development plan and the projects are yet to be ascertained, this is primary objective of this assignment. It will be difficult assess the number of PFRs to be prepared. Also PFRs is part of the EIA reports, hence preparing PFRs for the projects shall be excluded from the scope</p> | <p>Clause No. 3.3.1 – Development and land use plan : Sub Clause 8 stands deleted. Please see Addendum/ Corrigendum No.4.</p> |
| <p><u>Bidder -2</u></p> | | | | |

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| <p>7</p> | <p>NIT Clause 17,2 & 17: Page No. 6,4 & 6 of RFP</p> | <p>The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD shall be uploaded with the Bid Document while submitting the Bid electronically in the e-Tendering Portal. The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards (a) the cost of Bid Document and (b) EMD, (ii) Power of Attorney, if applicable, and (iii) Declaration in Appendix III, along with letter of submission in a sealed cover duly mentioning the Tender No. & Tender Name, due date of opening of Bid and Name of the Bidder to the Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA, before opening date and time of the Bid. Non submission of the original financial instruments towards the Cost of Bid Document and EMD, Power-of-Attorney, if applicable, and Declaration, within the above period leads to disqualification of Bids. Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.</p> | <p>We request to remove the requirement of submission of hard copy of POA, Declaration in Appendix-III and letter of submission as it is an online bid.</p> <p>Please confirm</p> | <p>Tender condition shall prevail</p> |
| | | | <p>Request you to kindly allow the submission of EMD through Bank Guarantee.</p> | |
| | | | <p>It is requested that 7 days may please be allowed from the last date of submission of online bids for submission of Hardcopies.</p> | |

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| 8 | Clause 5: Page No. 29 of RFP | GENERAL TERMS & CONDITIONS Limitation of Liability of Consultant | We understand that overall Liability is limited to 100% of contract value. Please confirm the same and add the clause in GCC. | Tender condition shall prevail |
| 9 | Clause 5.9.2 of the Page No. 31 of RFP | Termination of the Assignment by the Consultant | Termination of the Assignment by the Consultant. The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 30 (thirty) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 30 (thirty) days prior written notice thereof. | Tender condition shall prevail |
| 10 | Clause 5: Page No. 29 of RFP | GENERAL TERMS & CONDITIONS | We request the addition of an Additional Services clause in the GCC. Any services performed by consultant beyond the agreed scope in the Contract shall be charged extra. Please confirm. | Tender condition shall prevail |
| 11 | Clause 4.30.3 & 4.30.4 of the Page No. 26 of RFP | 4.30.1The Consultant and its Affiliates shall not be entitled to participate in the project execution Bids/Tenders. 4.30.4The Consultant agrees that, during the term of this Agreement and after its | We request you to delete the mentioned clauses for conflict of interest with respect to the upcoming downstream works. | |

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| | | <p>termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to CoPA in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to CoPA in accordance with the rules of CoPA. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five percent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.</p> | | <p>Tender condition shall prevail</p> |
| <p>12</p> | <p>Clause 3.3.1: Scope of work- Page No. 16 of RFP</p> | <p>Scope of Work</p> | <p>We request you to specify the Survey investigation quantities to bring bidders at par.</p> | <p>Tender condition shall prevail. All services including studies, data collection etc. towards mandatory requirement for Master</p> |

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| | | | | Plan preparation as detailed under ‘Terms of Reference’ shall be covered in the consultancy job. The bidder has to assess the quantity of work prior to bid submission. |
| 13 | Clause 3.3.1: of pag No. 15 of RFP | <p>3.3.1 The Consultant shall study and prepare the DPR which shall include the following:</p> <p>Objectives</p> <ol style="list-style-type: none"> 1. Map out the origin-destination of key cargo (accounting for greater than 95% of the total traffic) at the Port and develop traffic scenarios for a period of 25 years (2047), considering Carbon emission commitments. 2. Identify key constraints along the logistics chain (Port and including connectivity to hinterland). 3. Develop a port land master plan for the Port with planning horizon of 2047. 4. Develop land use & development plan for existing used and unused land parcels. 5. Achieve ZERO waiting time for inward as well as out bound cargo i.e. ship, rail, truck carrying cargo to/from port should not be required to wait. | <p>Outer Harbour – —Kochi Deep water Port Ltd. in the long term so that the future expansion of the Port would be in the Outer Harbour where draft is not a constraint and with significantly less requirement for dredging.</p> <p>It is requested to kindly confirm if studies related to the setting up of Outer Harbour project is also to be carried out as a part of the scope. If so, studies carried out and details available with CoPA regarding the same needs to be shared. Kindly confirm.</p> | Tender condition as per ToR shall prevail. |

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| | | <p>6. Plan for developing bunkering facilities for LNG, H2 etc. Plan for developing Cochin Port as a “Bunkering Hub” and promotion of maritime services including bunker supply to ships at the Outer Anchorage of Cochin Port.</p> <p>7. Plan for developing Cochin as a favoured destination for Cruise Ships. Plan for developing state of the art Mega Cruise Terminal at Ernakulam Wharf and zoning of berths and backup area at Ernakulam Wharf for promoting cruise ship facilitation in one area while attracting and handling higher volumes of Dry Cargo at the high draft berths.</p> <p>8. Plan for upgrade / redevelopment of Willingdon Island as a Multi-functional Port Area (Non-containerised Dry Cargo handling / Business District / Tourist Destination / Hospitality Hub) considering that Crude Oil handling and Container Operations along with the ancillary business have moved out of Willingdon Island to other locations of Cochin Port.</p> <p>9. Identify key initiatives and implementation plan to ensure speedy and efficient implementation of port master plan.</p> | | |
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| | | 10. Obtain comprehensive environment clearance for all projects proposed under the Master Plan. | | |
| 14 | Clause 3.3.1: of Page No. 15 of RFP . | Scope of the Assignment : Objectives Obtain comprehensive environment clearance for all projects proposed under the Master Plan. | It is requested that clarity regarding obtaining comprehensive EC may be provided. Also, the time taken to obtain EC and details required for the same may be much beyond the mentioned scope of assignment. | Please refer Sl. No. 4 |
| 15 | Clause 3.3.1: of Page No. 16 of RFP. Land use Assessment | Land Use Assessment 1. Undertake site analysis of physical characteristics including existing infrastructure; size; location; boundaries; topography; natural resources; land ownership; adjoining land uses; and flood risk. 2. Review utilization of land and waterfront of the Port in terms of commercial (port operations, cargo handling, etc.) and non-commercial (staff quarters, guest house, dilapidated / idle structures, etc.). | CoPA to confirm whether necessary survey, investigation data and relevant reports will be shared by the Port or it needs to be considered by consultant. | 1. Details available shall be shared with the consultant. 2. Necessary site survey, studies etc. need to be carried out by the Consultant. |
| 16 | Clause 3.3.1: of Page No. 17 of RFP. Development & Land Use Plan | 8. To prepare PFR as per broad aspects as per MOEF Guidelines attached as SCHEDULE 6 and preparation of Form-I of EIA Notification-2006. | It is requested that activities and timelines of project may kindly be reviewed as may be insufficient as per the mentioned activities. | Please refer Sl. No. 6 |

| 17 | Clause 3.4.2- : of Page No. 17-18 of RFP. . | <p>The following table details the time frame and Payment structure of the assignment.</p> <table border="1"> <thead> <tr> <th data-bbox="443 326 495 570">S . N o.</th> <th data-bbox="495 326 621 570">Item of work</th> <th data-bbox="621 326 747 570">Time Schedules from start of assignment</th> <th data-bbox="747 326 900 570">No. of copies</th> <th data-bbox="900 326 1016 570">Percentage of Total Fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="443 570 495 786">1</td> <td data-bbox="495 570 621 786">Submission of Inception Report</td> <td data-bbox="621 570 747 786">15 days</td> <td data-bbox="747 570 900 786">Three (3) hard copies plus soft copy (editable)</td> <td data-bbox="900 570 1016 786">10</td> </tr> <tr> <td data-bbox="443 786 495 1029">2</td> <td data-bbox="495 786 621 1029">Submission of Demand & Market Assessment Report</td> <td data-bbox="621 786 747 1029">1.5 months</td> <td data-bbox="747 786 900 1029">Three (3) hard copies plus soft copy (editable)</td> <td data-bbox="900 786 1016 1029">10</td> </tr> <tr> <td data-bbox="443 1029 495 1370">3</td> <td data-bbox="495 1029 621 1370">Submission of Infrastructure Projects , Development & Land Use Plan</td> <td data-bbox="621 1029 747 1370">2.5 months</td> <td data-bbox="747 1029 900 1370">Three (3) hard copies plus soft copy (editable)</td> <td data-bbox="900 1029 1016 1370">10</td> </tr> <tr> <td data-bbox="443 1370 495 1419">4</td> <td data-bbox="495 1370 621 1419">Submis</td> <td data-bbox="621 1370 747 1419">3.5</td> <td data-bbox="747 1370 900 1419">Five (5)</td> <td data-bbox="900 1370 1016 1419">40</td> </tr> </tbody> </table> | S . N o. | Item of work | Time Schedules from start of assignment | No. of copies | Percentage of Total Fee | 1 | Submission of Inception Report | 15 days | Three (3) hard copies plus soft copy (editable) | 10 | 2 | Submission of Demand & Market Assessment Report | 1.5 months | Three (3) hard copies plus soft copy (editable) | 10 | 3 | Submission of Infrastructure Projects , Development & Land Use Plan | 2.5 months | Three (3) hard copies plus soft copy (editable) | 10 | 4 | Submis | 3.5 | Five (5) | 40 | <p>The Time and payment schedule for the study as per clause may be inadequate to carry out the study as per scope of Work. Hence, we request you to kindly modify the clause as presented below:</p> <table border="1"> <thead> <tr> <th data-bbox="1058 354 1094 488">S . N o .</th> <th data-bbox="1094 354 1199 488">Item of work</th> <th data-bbox="1199 354 1304 488">Time Schedule from start of assignment</th> <th data-bbox="1304 354 1465 488">No. of copies</th> <th data-bbox="1465 354 1583 488">Percentage of Total Fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="1058 618 1094 651">1</td> <td data-bbox="1094 618 1199 753">Submission of Inception Report</td> <td data-bbox="1199 618 1304 651">30 days</td> <td data-bbox="1304 618 1465 753">Three (3) hard copies plus soft copy (editable)</td> <td data-bbox="1465 618 1583 651">10</td> </tr> <tr> <td data-bbox="1058 834 1094 867">2</td> <td data-bbox="1094 834 1199 1045">Submission of Demand & Market Assessment Report</td> <td data-bbox="1199 834 1304 867">2.5 months</td> <td data-bbox="1304 834 1465 1045">Three (3) hard copies plus soft copy (editable)</td> <td data-bbox="1465 834 1583 867">15</td> </tr> <tr> <td data-bbox="1058 1078 1094 1110">3</td> <td data-bbox="1094 1078 1199 1370">Submission of Infrastructure Projects, Development & Land Use Plan</td> <td data-bbox="1199 1078 1304 1110">5.5 months</td> <td data-bbox="1304 1078 1465 1370">Three (3) hard copies plus soft copy (editable)</td> <td data-bbox="1465 1078 1583 1110">15</td> </tr> </tbody> </table> | S . N o . | Item of work | Time Schedule from start of assignment | No. of copies | Percentage of Total Fee | 1 | Submission of Inception Report | 30 days | Three (3) hard copies plus soft copy (editable) | 10 | 2 | Submission of Demand & Market Assessment Report | 2.5 months | Three (3) hard copies plus soft copy (editable) | 15 | 3 | Submission of Infrastructure Projects, Development & Land Use Plan | 5.5 months | Three (3) hard copies plus soft copy (editable) | 15 | <p style="text-align: center;">Please refer Sl. No. 1 (C)</p> |
|-----------|---|---|---|-------------------------|---|---------------|-------------------------|---|--------------------------------|---------|---|----|---|---|------------|---|----|---|---|------------|---|----|---|--------|-----|----------|----|--|-----------|--------------|--|---------------|-------------------------|---|--------------------------------|---------|---|----|---|---|------------|---|----|---|--|------------|---|----|--|
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| 1 | Submission of Inception Report | 15 days | Three (3) hard copies plus soft copy (editable) | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Submission of Demand & Market Assessment Report | 1.5 months | Three (3) hard copies plus soft copy (editable) | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Submission of Infrastructure Projects , Development & Land Use Plan | 2.5 months | Three (3) hard copies plus soft copy (editable) | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Submis | 3.5 | Five (5) | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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|--|--|---|--|--|-------------------------------------|---------------------------------------|--|------------|--|------------|--|----|--|---|---|------------|--|----|---|--|----------|--|----|--|
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| 18 | NIT Clause 2 Page No 4 of RFP | <table border="1"> <tr> <td>Download period</td> <td>From 19.07.2024 to 14.30 hours on 09.08.2024</td> </tr> <tr> <td>Last date for seeking clarification</td> <td>26.07.2024</td> </tr> <tr> <td>Last date of uploading of Clarifications /</td> <td>31.07.2024</td> </tr> </table> | Download period | From 19.07.2024 to 14.30 hours on 09.08.2024 | Last date for seeking clarification | 26.07.2024 | Last date of uploading of Clarifications / | 31.07.2024 | We request 3 weeks extension after reply of Prebid queries. | | | | | | | | | | | | | | | |
| Download period | From 19.07.2024 to 14.30 hours on 09.08.2024 | | | | | | | | | | | | | | | | | | | | | | | |
| Last date for seeking clarification | 26.07.2024 | | | | | | | | | | | | | | | | | | | | | | | |
| Last date of uploading of Clarifications / | 31.07.2024 | | | | | | | | | | | | | | | | | | | | | | | |

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|--------------------------|---|--|---------------------------|---|---|
| | | Addendum / Corrigendum | | | Bid due date extended upto 05/09/2024 . Please refer Addendum/Corrigendum No.4 |
| | | Last date and time of submission of Bid | 14.30 hours on 09.08.2024 | | |
| | | Date and time of opening the Bid | 15.00 hours on 09.08.2024 | | |
| <u>Bidder - 3</u> | | | | | |
| | Clause 4.18.2: at Page No. 24 of RFP. List of Documents to be submitted in original | 4.18.2 List of Documents to be submitted in original: (i) Letter of Submission (vide Appendix-I). (ii) DD / Pay Order/ Banker's Cheque towards Cost of Bid Document, as applicable. (iii) DD / Pay Order/ Banker's Cheque towards EMD, as applicable. (iv) Power-of-Attorney, if applicable, duly authenticated by Notary Public (vide Appendix- II). (v) Declaration (vide Appendix- III) | | We understand that the submission of original documents is required only by the successful Bidder (refer clause 4.17.5 at Page No. 23). Prior to that, the consultant is not to submit any original documents, as per Tender Notice Sr. No. 14 (" No Bids shall be accepted off-line (Hard copy) "). Please Confirm | Tender conditions shall prevail. Refer Clause 4.17 – regarding submission of Bids. |

Sd/-

CHIEF ENGINEER