

**COCHIN PORT AUTHORITY**

Chief Mechanical Engineer's Office  
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Tender No. E/T-6/Water Barge Hiring/2022-M

Dated: 25.11.2022

**REPLIES TO THE PRE BID QUERIES & TENDER EXTENSION NOTICE.**

Sub: - 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". –Reg.

Ref:-1) This Office Tender Notice of even number dated 27.10.2022.

2) Pre-Bid meeting held on 04.11.2022 through VC.

3) This office Tender Extension Notice dated 15.11.2022.

Please find attached the replies to Pre-bid queries raised by the bidders during the Pre-bid meeting held on 04-11-2022 as Annexure-I. Copies of Pre-bid replies along with Tender document & NIT shall be uploaded along with Technical bid by the bidders duly signed and company seal affixed in all the pages.

The last date and time of submission of Bid is extended upto **15:00 hrs.** on **09-12-2022**. The Technical Bids will be opened on 09.12.2022 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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**ANNEXURE-I**

**Replies to Pre-bid Queries in response to e-Tender No. E/T-6/Water Barge Hiring /2022-M 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.**

Sl. No.	Page No.	Section, Name & Clause No. as per tender document	Clarification sought / Changes suggested	Cochin Port's reply
1	5,3  10	<p>NIT, Bid Information, Table 1.3, Sl.No. 5. <i>Time for commencement of service of Water Barge. Two months from the date of LoA.</i></p> <p>NIT, MQC Clause No. 2.3.3. &amp; ITT, Clause No. 8.3.3. <i>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.</i></p>	<p>In the NIT Table 1.3 Point No. 5 it is stated that the time for commencement of service of Water barge is two months. However, in 2.3.3 the Water Barge is to be placed within 6 months from the date of issue of LoA. Please clarify.</p>	<p><i>As per Table 1.3, Sl.No. 5. Time for commencement of service of Water Barge. Shall be Two months from the date of LoA.</i></p> <p>Clause No. 2.3.3. &amp; ITT, Clause No. 8.3.3. is applicable for the contractors who propose to construct a new Water barge/Purchase of existing water barge from elsewhere and supply the Water Barge within a period of 6 months from the date of issue of LoA.</p>
2	5  17  27	<p>NIT Clause No. 7,GCC Clause No.3.2.1.&amp; SoW, Clause No. 14.5</p> <p><i>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.</i></p> <p>GCC, Clause No. 34. <i>In case of water supply through lorries, the water will be</i></p>	<p>Will the Cochin Port Authority provide alternate means of water supply should there be a disruption due to any reason from the place of supply at NTB?</p>	<p>If there is a disruption of water supply from NTB(North Tanker Berth) due to any reason then the water supply to the Barge can be arranged from STB (South Tanker Berth) of Cochin Port.</p>

		<i>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.</i>		
3			The supply of water in Cochin Port both within the harbor and at anchorage will be exclusive to the barge operator. Water to ships will not be supplied by any other party by barge / truck any other vessel or craft. Cochin Port Authority will make this part of the Agreement.	If the Water Barge is available and will be able to supply water to ships as per their demand then CoPA won't allow any other party to supply water by barge/truck to any other vessel or craft at CoPA waters..
4			Please confirm the pumping rate/ loading time of water at load point.	30 metric tons per hour
5	28	Clause 14.4 SoW-  <i>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.</i>	In Clause 14.4 of the Scope of Work and Technical Specifications it is stated that the Water Barge should be able to supply fresh water to the vessels calling at inner harbor and outer harbor of Cochin Port Authority round the clock i.e., 24 x 7 throughout the year. This will necessarily mean that the water barge will have to meet the coastal shipping or RSV 4 Rules of the IRS. However, the minimum requirements for the Water Barge are stated to be I V. Please clarify.	SoW Clause 15.2.6- Registration: I.V. Act or higher.  Tender condition prevails.
6	28	SoW & Technical Specification Clause No.15.2.1 -LOA: Up to 40 meters.	Please reconfirm the LOA requirement of the Water Barge as there appears to be an inconsistency.	As discussed in the Pre-bid meeting it is clarified that the maximum LOA is increased to accommodate a large Water barge up to 40 metres.
7			Will the Cochin Port Authority consider an escalation in the rates linked to the fuel price?	The bidders shall quote Revenue Share considering all the aspects including fuel escalations.
8	28	SoW & Technical Specification Clause No.15.2.5- <i>Classification: Built and maintained under IRS or any IACS member and</i>	Kindly also advise if IACS Class Approved drawings are to be submitted along with the Construction Agreement	Tender condition prevails.

		<i>the Water Barge must have all valid statutory and Classification certificate for the performance of the designed duties.</i>	as considerable time will be needed for drawing certification.	
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Sl. No.	Page No.	Section, Name & Clause No. as per tender document	Clarification sought / Changes suggested	Cochin Port's reply
1	4	NIT Clause No. 2.4,8.4,8.5  <i>Similar Works means "Operation of water barges / bunker barges / coastal vessels / international vessels / tugs in Major Ports/ Minor Ports/ Defence Forces/ SCI/ Private Ports. 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.</i>	We are operator of international vessels- what kind of documentary proof is required from us to prove that we have completed similar work as per section 2.4 on NIT.	Proof of operation of vessels as per the similar works mentioned in the tender.
2	4	NIT Clause No. 2.9  <i>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.</i>	For Financial turnover proof IT return copy is sufficient or full balance sheet is needed?	As per the tender condition a statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover during the last three financial years shall be furnished as per NIT Clause No. 2.9.
3	24	<i>NIT, Clause No. 2.3.3. &amp; Instructions to Tenderers Clause No. 8.3.3.</i>	6 month time for construction of new barge may be insufficient will there is any grace for additional time needed?	Yes, there is a provision. If the water barge cannot be delivered within 6 months time and 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.
4	3	<i>NIT Clause No. 2.3.3 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.</i>	To construct new barge fully executed MOU with builder is must or a letter of intent may suffice at the time bidding and the MOU can be submitted later?	Tender condition prevails.
5			question no.4 is basically due to very short time left for the bid from now and getting complete MOU done prior bidding may not be possible sighting extensive terms/technical spec negotiation with builder, in that case is there any possibility that cochin port would extend dates?	Tender submission date is extended till <b>09.12.2022</b>
6	12	ITT,clause 14.18 <i>Proof of documents to substantiate the status of the Company as the case may be.</i>	As per section 14.28- Proof of documents to substantiate the status of the Company as the case may be. what document is it referring too?	Being the firm who raised the query is a Private Ltd. company, Certificate of Incorporation / registration, Articles of Association and Memorandum of Association may be provided.
7	28	SoW & Technical Specification, Clause 15.2.5	Is it must to have the barge constructed and maintained as per IACS class standard/DG shipping or State's maritime board standards will be acceptable.	Tender condition prevails.
8	4	NIT Clause No. 2.9	A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover- is there any specific draft for this statement?	Refer reply to SI.No.2 above.
9	21	GCC Clause 21.2 <i>The value of Security Deposit shall be equivalent to 3% up to 31.03.2023 and 10% thereafter of the total</i>	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	At present due to Covid 19, order from Ministry and in pursuance of the communication from the Ministry of Ports, Shipping and Water ways vide letter No.PD-

		<i>contract value for five years plus extension period if any.</i>	plus extension period if any - bit unclear pls clarify it?	12019/1/2022-PD-IV dated 14.01.2022, has given order to collect a reduced performance security @ 3% till 31.03.2023, and thereafter it shall be 10% of the contract value.
10	19	<i>GCC Clause 13.2- Contractor has to pay GST on the Revenue Share earned by him at the appropriate rate.</i>	13.2. Contractor has to pay GST on the Revenue Share earned by him at the appropriate rate- : as contractor will be raising invoice to port on monthly which will have GST as applicable so how this will be dealt with?	Regarding GCC clause 13.2 of GST, it is stated that CoPA will bill it's customers (vessels) with GST@18%. say for example, Rs1 lakh plus GST @ 18% is collected by CoPA. Revenue share will be certain % of the base amount of such billing by CopA say 30%. So the contractor has to raise GST bill on CoPA for Rs 30,000 plus GST @ 18%. GST received by the Contractor from COPA will be deposited by him with the GST Department. (This will remove the burden of the GST of the contractor)