

**MULT O&M Contract - GEM/2023/B/3408402 dated 02.05.2023****Replies to Pre-bid queries and Tender Amendments**

<b>Sl. No.</b>	<b>Page No.</b>	<b>Section, Name &amp; Clause No. as per tender document</b>	<b>Clarification sought / Changes suggested</b>	<b>Cochin Port's reply</b>	<b>Tender Amendments</b>
1	4	NIT Table 2 Estimated cost including GST	Since the terminal is located in SEZ, can the Contractor enjoy privileges in duties and taxation applicable to SEZ like GST, Excise duty etc.? If GST is not applicable, will the estimated amount remain the same without GST.	GST is applicable. Tender condition prevails.	- Nil -
2	8	ITT Clause No. 6 Before submitting the bid, the bidder shall examine carefully all conditions of contract, specifications, drawings etc. supplied herewith. The bidders shall inspect the site of work with prior appointment with the Engineer-in-Charge of the work 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, particularly those pertaining to transportation, handling and availability and storage of materials, availability of labour, weather conditions, tidal variations at	Any involvement of local unions as is the case generally in Cochin. As the Union cost varies widely depending on level of support from client, estimating a realistic cost is difficult for bidding. Local issues / Union should be taken care by Client.	The bidder shall quote the rates considering all the constraints.	- Nil -

		<p>site, working conditions, ground level, nature of soil etc. and that the tenderer has estimated his cost accordingly and 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 Bid Document including addendum/corrigendum, if any within the quoted price.</p>			
3	15	<p>GCC Clause No. 9</p> <p>The Contractor shall provide in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the contract Period for the following:</p> <ul style="list-style-type: none"> <li>• loss of or damage to the Works, Plant and Materials</li> <li>• loss of or damage to Equipment;</li> <li>• loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and</li> <li>• personal injury or death.</li> </ul>	<p>All the equipment is of very high value and will attract very high premium. To get the insured by the O &amp; M contractor operating at such low budgets will not be prudent. As in the Marine Industry, Hull &amp; Machinery Insurance is taken by the Owner (in this case, Employer) and the manager (in this case, Contractor) is included in the Policy as co-assured. Similar principle must be applied here. This section must be deleted and the responsibility to included Contractor as co-assured must lay with the Employer.</p>	<p>The insurance is for covering the loss of or damage to the works, plant and materials, equipment by the O&amp;M Contractor due to his negligence alone.</p>	- Nil -
4	19	<p>SCC Clause No. 2</p> <p>The O&amp;M Contractor shall coordinate with the OEMs of respective</p>	<p>Please provide list of equipment under OEM Warranty / Guarantee and</p>	<p>These details will be provided to the successful bidder on award of contract</p>	- Nil -

		equipment for the spares and preventive maintenance and ensure uninterrupted operations of all the facilities at MULT Jetty covered in the Tender document. Otherwise the Liquidated Damages will be levied for the delay as per Condition No 15 of GCC.	their period of validity.	and the Employer will coordinate.	
5	19	SCC Clause No. 3 AMC charges during the tenure of AMC shall be paid to the OEMs by the O&M Contractor and the same will be re-imbursed by the Employer to the O&M Contractor on production of documentary evidence. Period of AMC shall be covered till completion of O&M Contract.	Please confirm if AMC during this period is included in the Warranty / Guarantee T & C. As AMCs demand upfront payment & reimbursement takes time, client should pay 10% service charges over and above AMC cost. In addition please share the quotations received from the OEMs for equipment included in AMC for preparing BOQ and cash flow.	Tender condition prevails.	- Nil -
6	23	SCC Clause No. 19 Any damage caused by the workmen engaged by the Contractor to any machinery or equipment or installation or property of Cochin Port Authority due to negligence, ignorance or malafide intention shall be made good at the cost and risk of the Contractor within a reasonable period of time acceptable to Cochin Port Authority, failing which the cost of the damages assessed by Cochin Port Authority shall be recovered from the bill of the	Crew negligence is normally covered in the Insurance Policy mentioned under GCC Section 9. Hence Employer is already covered and cannot demand separate reimbursement for the loss. This section must be deleted.	If the damage is caused by the workmen engaged by the O&M Contractor to any machinery or equipment or installation of property of Cochin Port due to negligence shall be made good by the contractor and hence the same shall be borne by the them.	- Nil -

		Contractor or any money due to the Contractor.			
7	40	<p>Appendix-3, Job descriptions, Educational qualifications and experience requirements of personnel, Clause No. 2</p> <p><u>Motor Mechanic:</u> The motor Mechanics shall possess National Trade Certificate with two years experience in Foreshore terminals / Refineries and will carry out maintenance of Fire pumps / monitors / Hydrants and mooring of vessels and will act as multi task personnel.</p>	<p>The manning requirements mentioned in Appendix 3 exclude any requirement for mooring crew. In the list of manning requirements, there is no such competency or experience who can handle the scope of work given in Section 18. Either the manning requirement given in Appendix 3 must be revised or Section 18 must be deleted.</p>	<p>In Appendix-3, Job descriptions, Educational qualifications and experience requirements of personnel, Clause No. 2, Motor Mechanic, is amended as follows:</p> <p>The motor Mechanics shall possess National Trade Certificate with two years experience in Foreshore terminals / Refineries and should be able to carry out Mooring operations of vessels berthed at MULT Jetty for which they shall possess good physique and knowledge of swimming and also carry out maintenance of Fire pumps / monitors / Hydrants and will act as multi task personnel.</p>	<p>Appendix-3, Job descriptions, Educational qualifications and experience requirements of personnel, Clause No. 2</p> <p><u>Motor Mechanic:</u> The motor Mechanics shall possess National Trade Certificate with two years experience in Foreshore terminals / Refineries and should be able to carry out Mooring operations of vessels berthed at MULT Jetty for which they shall possess good physique and knowledge of swimming and also carry out maintenance of Fire pumps / monitors / Hydrants and will act as multi task personnel. They shall also attend Fire hazards and other adverse incidents at the Terminal in compliance with on-site emergency management plan of MULT Terminal. They</p>

					shall be conversant with the fire fighting systems and public address systems installed at the Terminal. They should conduct weekly trials of Fire/Foam pumps and Monitors and all fire fighting systems as per OISD 156 STD requirements.
8	28	SoW, Clause No. 20 <u>Operation and Maintenance of Illumination system of the Terminal:</u> The Contractor shall be responsible for keeping the illumination system of the Terminal in good working order and to maintain the required illumination level in different areas of the terminal during day and night operations as per requirement.	Outdoor lights are not included in the section (20.1). Repairs and replacements of outdoor lights which are explosion proof and suitable for hazardous zone (gases) is very expensive and must be done through authorized companies only. It is not mentioned clearly in the section that repairs & replacement of outdoor lights are not in the scope of Contractor. Whereas for the “Operation & Maintenance of Illumination of the Barge Jetty”, cost of the LED lights is borne by the Employer (Section 37.1, Page 33)	Cochin Port has awarded contract for replacement of defective luminaries in the MULT and Barge Jetties and hence at the time of handing over to the O&M contractor, all the luminaries will be in good working condition and the O&M contractor has to maintain the same.	- Nil -
9	29	SoW, Clause No. 22 MULT being a Terminal handling LPG and other POL products, fire safety of the Terminal is of	The manning requirements mentioned in Appendix 3 exclude any requirement for Fire Staff. In the list of	The Appendix 3 is incorporated with conditions at SoW 22.1, 22.2, 22.4 and 22.5 to ensure consistency	Appendix-3, Job descriptions, Educational qualifications and

		<p>paramount importance. Man power, deployed to control Fire hazards should be competent enough to handle the Fire hazards of Tanker Terminals. The employees of the Contractor should be aware of the various statutory requirements/regulations of OISD and PESO. The Contractor's Scope of work includes but not limited to the following:</p>	<p>manning requirement, there is no such competency or experience who can handle the scope of work given in Section 22.1, 22.2, 22.4 and 22.5. Either the manning requirement given in Appendix 3 must be revised or Section 22.1, 22.2, 22.4 and 22.5 must be deleted. Maintenance of fire appliances can be carried out with the staff mentioned in Appendix 3.</p>	<p>between the Scope of Work of Motor Mechanics and qualifications at Annexure 3.</p>	<p>experience requirements of personnel, Clause No. 2 <u>Motor Mechanic</u>: The motor Mechanics shall possess National Trade Certificate with two years experience in Foreshore terminals / Refineries and should be able to carry out Mooring operations of vessels berthed at MULT Jetty for which they shall possess good physique and knowledge of swimming and also carry out maintenance of Fire pumps / monitors / Hydrants and will act as multi task personnel. They shall also attend Fire hazards and other adverse incidents at the Terminal in compliance with on-site emergency management plan of MULT Terminal. They shall be conversant with the fire fighting systems and public address systems installed at the Terminal. They should conduct weekly trials of</p>
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					Fire/Foam pumps and Monitors and all fire fighting systems as per OISD 156 STD requirements.
10	38	Appendix 2, Clause No. 15.3. Last sentence: The Contractor shall post one dedicated Store Keeper in General shift to monitor receipt of spares, consumables etc. and to maintain proper documentation on inventory and issue of stores as per the requirement of the Employer.	The manning requirements mentioned in Appendix 3 exclude any requirement for Store Keeper. Either the manning requirement given in Appendix 3 must be revised or this requirement must be removed from Section 15.3	Appendix 2 Last sentence of Clause No. 15.3 is amended as follows: The Shift in Charge who is available in all the shifts shall carry out the job of Store Keeper to monitor receipt of spares, consumables etc. and to maintain proper documentation on inventory and issue of stores as per the requirement of the Employer.	Appendix 2, Clause No. 15.3. Last sentence is amended as follows: The Shift in Charge who is available in all the shifts shall carry out the job of Store Keeper to monitor receipt of spares, consumables etc. and to maintain proper documentation on inventory and issue of stores as per the requirement of the Employer.
11	38	Appendix 2, Clause No. 15.3. Third sentence: Consumables include but not limited to Engine Oil, Grease, Lubricating Oils, Hydraulic Oil, Cotton Wastes, Diesel required for operating Diesel Engines of Fire Pumps, Foam Pumps, Air Filters, Lube Filters of various Engines, Cleaning liquids for housekeeping etc.	What is the estimated quantity of diesel consumed per month for testing / trials / drills? Engine Oil, Grease, Lubes, Hydraulic Oil, Diesel etc should be on reimbursable basis due to frequent price fluctuations.	This will be under the Scope of Contractor and considering the cost of consumables including Diesel, the bidders shall quote the rates accordingly.	Approximate consumptions per month. Diesel-1060Litres. Engine Oil-12Litres. Grease-5 Kg. Gear Oil-5 Litre. Diesel consumption on account of running of Fire Pumps in case of Fire Hazards in the Terminal and working of DG sets in case of power failures at the Terminal are not considered while

					arriving the consumption. (Before commencement of O&M contract, the current stock level of diesel available in all the engine day-tanks need to be recorded.)
12	28	SoW, 18.3. During the stay of vessel at berth, one operational staff has to be deployed for watch duty at operator room of MULT Jetty. One Fire man from the pool shall be made available at berth as standby to communicate the operational exigencies to the control room.			SoW, Clause No. 18.3. During the stay of vessel at berth, the Shift in Charge has to be deployed for watch duty at operator room of MULT Jetty. One Multi task personnel (Motor Mechanic) shall be made available at berth as standby to communicate the operational exigencies to the control room.
13	61	Appendix-6, Price Schedule, Last row Total monthly amount in Rs. for Sl. Nos. 1,2& 3 above.			Appendix-6, Price Schedule, Last row: Total amount for 6 months in Rs. for Sl. Nos. 1,2& 3 above. i.e the Bidders are requested to quote the rate lumpsum for six months contract period since, in the GeM Portal the total cost

					quoted is reflected in the Purchase order when it is released through GeM.
14		Clause No. 7.5.4 (option clause) of Procurement manual approved by Department of Expenditure.			As per the clause No. 7.5.4 ,(option clause) of Procurement Mannual approved by the Department of Expenditure, Employer can increase the man power by 25 % while placing the LoA or in the execution period.

Sl. No.	Page No.	Section, Name & Clause No. as per tender document	Clarification sought / Changes suggested	Cochin Port's reply	Tender Amendments
1	19	SCC, Clause No.3 <u>Payment of AMC charges:</u> AMC charges during the tenure of AMC shall be paid to the OEMs by the O&M Contractor and the same will be re-imbursed by the Employer to the O&M Contractor on production of documentary evidence. Period of AMC shall be covered till completion of O&M Contract.	CPT will directly settle bills against OEM's AMC expenses.	AMC charges shall be paid by the O&M Contractor to the OEM and then they shall claim from the Employer / CoPA.	Tender condition prevails.
2	38	Appendix 2, Clause No. 15.3. First and second sentence: Supply of all Consumables required for carrying out the works as per the Scope of Work under the O&M Contract shall be purchased and stored by the Contractor at his cost and risk. Cost of such consumable items required for execution of O&M Contract shall be considered while quoting the rates for execution of O&M Contract.	Bills for emergency purchases of essentials such as water, oil, fuel and so on will be re-imbursed.	The cost of consumables shall be borne by the O&M Contractor.	Tender condition prevails.
3	42 to 60	Appendix 4 and Appendix 5	AMC cost for consumables and spare parts of luminaries and machinery not on the inventory list will be charged in addition to the bill.	The O&M contractor shall maintain the spare parts of luminaries and machinery as per the Inventory list furnished in the Tender document.	Tender condition prevails.
4	21	SCC Clause No. 11 Tools and tackles, special tools and tackles, testing equipment, scaffolding etc. required for operation and maintenance shall be arranged by the Contractor at his cost and risk.	CPT will provide basic equipments and tools such as a ladder if needed.	It is under the scope of the O&M Contractor.	Tender condition prevails.

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Chief Mechanical Engineer