

COCHIN PORT AUTHORITY

Office of the
Chief Mechanical Engineer
Cochin Port Authority,
W/Island, Cochin, 682009, Kerala
Tele: 91-0484-2666639/0484-2582300
e-mail: cme@cochinport.gov.in

No. E/T-7/Pilot Launch Hire/2023-M

Dated: 20.09.2023

TENDER EXTENSION NOTICE & PRE BID REPLIES

Sub: - Tender for Supply, Manning, Operation and Maintenance of one number Pilot Launch with Steel Hull on hire basis for a period of Seven years to Cochin Port Authority- reg.

Ref: 1. GeM Bid No.GEM/2023/B/3910089 dated 04.09.2023.
2. Pre-Bid meeting held on 15.09.2023 through VC.

Please find attached the replies to Pre-bid queries raised by the bidders during the Pre-bid meeting held on 15.09.2023 as Annexure-I. Pre-bid replies shall be uploaded along with Technical bid by the bidders duly signed and company seal affixed in all the pages to ensure that the bidders had quoted after seeing the Pre-bid replies.

The last date and time of submission of Bid is extended up to 3.00 PM on 04.10.2023. The Technical Bids will be opened on 04.10.2023 at 3.30 PM.

All the other terms and conditions of the tender remain unaltered.

Encl: As above

**Sd/-
CHIEF MECHANICAL ENGINEER**

ANNEXURE-1

Pre-bid replies in response to GeM Bid No. GEM/2023/B/3910089 for “Supply, Manning, Operation and Maintenance of One number Pilot Launch with Steel / FRP / Aluminium Hull on hire basis for a period of Seven years to Cochin Port Authority”.

Sl. No.	Page No.	Section, Name & Clause No. as per tender document	Clarification sought / Changes suggested	Cochin Port’s reply
1	3	<u>NIT / ITT Clause No. 2.5.</u> A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover over for the last three financial years ending 31.03.2023 (2020-21, 2021-22 and 2022-23) shall be submitted along with the tender.	The audited balance sheet for FY 22-23 has been sought. Since the tax audit of most of the companies is completed in September, we request that the balance sheet / tax audit report of FY 21-22, FY 20-21 & FY 19-20 be considered.	<u>NIT / ITT Clause No. 2.5 is amended as follows:</u> A statement duly certified by the Chartered Accountant showing the Average Annual Financial Turnover for the last three financial years ending 31.03.2022 (2019-20, 2020-21 and 2021-22) shall be submitted along with the tender.
2	7	<u>NIT / ITT, Clause No. 2.7.2</u> The tenderer shall construct a new Pilot Launch / purchase an existing Pilot Launch from elsewhere and supply the Pilot Launch within a period of three months from the date of issue of LoA. The tenderer shall furnish self attested / notarized copy of agreement / MOU with the builder of the Pilot Launch / owner of an existing Pilot Launch. 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 Pilot Launch to ensure that the Pilot Launch will be constructed and delivered within three 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 Pilot Launch. In case the contract is terminated, the Security Deposit paid by the successful Bidder will be forfeited. Further	The option of chartering or taking the offered launch on lease is not clearly mentioned. A bidder who has 7 years or long term lease / charter of the proposed launch should be allowed to bid, subject to a MOU with the owner of the launch.	<u>Clause No. 2.7.2. of NIT / ITT is amended with additional provision as follows:</u> Where the bidder does not possess the launch, he should have entered into an agreement with the owner of the launch for purchasing / leasing of the launch which he intends to deploy to CoPA for the duration of the contract, and shall submit original or notarized copy of the agreement of such purchase or lease, with appropriate stamp duty, to prove the same. If the bidder is in possession of lease or charter of hire of launch for the duration of the contract, then original or duly notarized copy of irrevocable lease / charter agreement / MoU of appropriate stamp paper should be submitted along with the offer.

		<p>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 three months from the date of LoA. Alternatively if the progress is satisfactory and the construction / completion of Pilot Launch needs additional time beyond the scheduled delivery period of three 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. If the supply of new / existing Pilot Launch is delayed, alternate Pilot Launch of same or better specifications / capacity shall be supplied till the new Pilot Launch of RSV Type 4 boat is supplied. This shall be furnished as an undertaking with an agreement with owner of the Pilot Launch that he will not withdraw the supply of Pilot Launch till the extended period during which alternate Pilot Launch / Boat can be supplied.</p>		
3	22	<p><u>SoW, Clause Nos. 2.1, 2.2 and 2.2.1. Broad Specification of the Launch:</u> The vessel should be capable of carrying out pilotage operations under all weather conditions in</p>	<p><u>Technical specifications of the launch, please confirm :</u></p> <p>A. The length of the vessel shall be considered from the VRC (Vessel Registry Certificate) issued by MMD or any other</p>	<p>A. Document issued by MMD / Classification Society may be submitted with information on length of the vessel.</p> <p>B (a) & (b). SoW, Clause No. 2.2.1. is</p>

		<p>Cochin Port waters which extends up to about 12 Nautical Miles from the coast.</p> <p>The specification given 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 extra charge. The Launch should be complete in all respect as per Port's requirements and to be commissioned to the entire satisfaction of the Engineer-in-Charge for this contract or his authorized officers. General arrangement plan and all other relevant technical details of the Launch must be submitted along with the technical bid.</p> <p>LOA: 15 to 18 Meters approximately.</p>	<p>document will be considered for ascertaining the length of the vessel.</p> <p>B.(a) We suggest that the port should be flexible with LOA of the vessel since some of the designs have longer length to ensure proper hull lines to ensure good speed.</p> <p>(b) Since the vessel is River Sea Class Type 4, which covers all weather operations, a longer length shall ensure better stability during foul weather. We suggest that vessels upto 25 meter should be permitted for such operation round the year.</p>	<p><u>amended as follows:</u></p> <p>LOA: 14 to 25 Meters.</p>
4	5	<p><u>NIT, Table No.2</u> Estimated Cost is Rs. 1,25,40,000/- including GST per year.</p>	<p>The estimated rates for this tender is too low since a vessel of River Sea Class Type- 4 needs additional manning for harbour operation hence this budget is insufficient for operation of this type of vessel. The estimated charter hire of this vessel should not be less than Rs. 40,000 per day excluding fuel & statutory taxes. Kindly review the estimated cost.</p>	<p>As discussed during the Pre-bid meeting, the estimated cost shall remain the same.</p>
5	22	<p><u>SoW, Clause No.2.2.5</u> Speed: Minimum 12 Knots in calm sea condition.</p> <p><u>SoW, Clause No.2.2.11</u> Registration: River Sea Vessel type 4 Regulation of M S Act.</p>	<p>Regarding the specification of the launch, it is mentioned that the launch is required to operate within 12 Nautical Miles from the coast. Also it has to be registered under River Sea Vessel type 4 Regulation of MS Act. When the boat is operating under IV limits</p>	<p>Tender Condition prevails.</p>

			why the registration under MS act is required.	
6	7, 18, 22	<p><u>NIT / ITT, Clause 2.7.2</u></p> <p>(a)The tenderer shall construct a new Pilot Launch / purchase an existing Pilot Launch from elsewhere and supply the Pilot Launch within a period of three months from the date of issue of LoA. The tenderer shall furnish self attested / notarized copy of agreement / MOU with the builder of the Pilot Launch / owner of an existing Pilot Launch. 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 Pilot Launch to ensure that the Pilot Launch will be constructed and delivered within three 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 Pilot Launch. 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 three months from the date of LoA. Alternatively if the progress is satisfactory and the construction / completion of Pilot Launch needs additional time beyond the scheduled delivery period of three months and if the Classification Society viz. IACS member / DG Shipping certify that</p>	<p>(a) In this clause you have advised that the alternate boat should be of equal / better specification / capacity which is fine except your main requirement of the Pilot boat is RSV IV and there is no substitute RSV type IV boat is available in the market. Therefore we request you to give concession by accepting an IV Act as alternate boat with all other parameter to be equal /better. This was also accepted by New Mangalore Port in their recent similar tender.</p> <p>(b) As a tender is for 7 years tender should mention minimum BHP of engines. Therefore we suggest that to attain 12 Knots speed min. BHP of 400x2 BHP should be mentioned in the tender requirement and this practice of mentioning BHP is followed in all the Major Ports of India in their recent tenders. This will also give even feel to all bidders to quote their lowest rates. If min. BHP is mentioned in the tender than to become competitive bidders will tend to lighten the tender so much that to achieve the speed if 12 Knots. They will offer lesser BHP engines say 300x2 which will give them an edge in rate (lower fuel consumption / costs). But it will be counterproductive to Port as the work will suffer since the vessel will be lighter, less sturdier and will roll and pitch effecting the safe Pilot age operation.</p> <p>(c) Fuel consumption. Request you to clarify</p>	<p><u>Clause No. 2.7.2. of NIT / ITT is amended with additional provision as follows:</u></p> <p>(a) Substitute boat of IV Act registered or RSV registered with class with all other parameter as per tender conditions is permitted until the offered boat is supplied in the stipulated period.</p> <p>(b) Tender condition prevails.</p> <p>(c) <u>GCC Clause No. 16 , Page 18, is amended as follows:</u></p> <p>Fuel Consumption: During the course of deployment of Launch at Cochin Port, if the fuel consumption of the Launch is found above the declared consumption per hour at 12 knots speed, the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.</p> <p>(d) <u>SoW, Clause No. 2.2.1. is amended as follows:</u></p> <p>LOA: 14 to 25 Meters.</p>

	<p>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. If the supply of new / existing Pilot Launch is delayed, alternate Pilot Launch of same or better specifications / capacity shall be supplied till the new Pilot Launch of RSV Type 4 boat is supplied. This shall be furnished as an undertaking with an agreement with owner of the Pilot Launch that he will not withdraw the supply of Pilot Launch till the extended period during which alternate Pilot Launch / Boat can be supplied.</p> <p><u>GCC Clause No.16, Fuel Consumption:</u> During the course of deployment of Launch at Cochin Port, if the fuel consumption of the Launch is found above the declared consumption per hour at full load (at 100% MCR of Engines), the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.</p> <p>(d) <u>SoW, Clause No.2.2.1</u> LOA: 15 to 18 Meters approximately.</p>	<p>which figure of fuel consumption should be mention for 12 Knot speed, manufactures fuel rate basing on the RPM requirement for attaining 12 Knots or just an arbitrary figure for competitive fuel cost.</p> <p>(d) Request you to accept up to 20 Metre in length also. Currently you are using a Pilot boat which is 20 mtr of length and is performing satisfactory.</p>	
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7	9	<p><u>ITT, Clause No. 12.</u> The contractor shall be registered under EPF and ESI Act and shall furnish a copy of the Registration certificates. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the contractor's bills.</p>	<p>Clause 12 of the Instructions to Tenderers requires the contractor shall be registered under EPF and ESI Act and shall furnish a copy of the Registration certificates. The contractors shall regularly remit the employer and employee contribution to the authorities. If not, the Department would remit the same and the amount so remitted shall be deducted from the contractor's bills.</p> <p>Our company is not required to be registered under the provisions of the PF and ESIC Act. Can a exemption under this clause be considered for companies not required to be registered as per provisions of PF and ESIC Act?</p>	<p>Tender condition prevails.</p> <p>Further ITT Clause No. 12 is appended as below:</p> <p>The successful contractor who has been entrusted the contract if not have been registered under EPF and ESI shall get registered within one month from the date of LoA and produce the Registration certificate within one month from the date of LoA.</p>
8	11	<p><u>ITT, Clause No. 29.3</u> Fuel Consumption: The tenderer has to specify the maximum fuel (HSD) consumption of the offered Launch per running hour for at least 12 knots speed, in litres (For both Main Engines & Auxiliaries together), during the entire period of seven years separately as per Annexure-10. CoPA will consider quantity of fuel consumed for 6 hrs. of running of the Launch at the above quoted consumption rate per day (for evaluation purpose only) and work out the fuel cost for seven years by considering the rate of the HSD at the market rate applicable to Cochin Port prevailing on 04.09.2023. The total fuel cost thus worked out for seven years will be added to the total hire charges worked out for seven years, for evaluation of the Tender. During the</p>	<p>Clause 29.3. of the Instructions to Tenderers states that the tenderer has to specify the maximum fuel (HSD) consumption of the offered Launch per running hour for at least 12 knots speed, in litres (For both Main Engines & Auxiliaries together), during the entire period of seven years separately as per Annexure-10. CoPA will consider quantity of fuel consumed for 6 hrs. of running of the Launch at the above quoted consumption rate per day (for evaluation purpose only) and work out the fuel cost for seven years by considering the rate of the HSD at the market rate applicable to Cochin Port prevailing on 04.09.2023. The total fuel cost thus worked out for seven years will be added to the total hire charges worked out for seven years,</p>	<p>Operational speed requirement is 12 knots; same is used for evaluation of Tender as well as for payment. Boats with higher speeds are acceptable, however 12 knots is the required operational speed.</p>

		<p>course of deployment of Launch at Cochin Port, if the fuel consumption of the Launch is found above the declared consumption rate per hour indicated in the Price Schedule, the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC rate applicable to Cochin Port.</p>	<p>for evaluation of the Tender. During the course of deployment of Launch at Cochin Port, if the fuel consumption of the Launch is found above the declared consumption rate per hour indicated in the Price Schedule, the cost towards the excess consumption of fuel will be recovered from the monthly hire charges payable to the Contractor. The cost of fuel for such recovery will be calculated on the basis of prevailing IOC applicable to CoPA.</p> <p>Would this mean that the fuel consumption of the PILOT Launch at a speed of 12 knots will be basis of both arriving at the daily consumption and evaluation of the tender? In the event that a vessel that is capable of operating at a speed higher than 12 knots; in no circumstance will the vessel be expected to operate at a higher speed even if it is capable of doing so as it would necessarily mean a higher consumption of fuel and therefore resultant penalties?</p>	
9	22	<p><u>SoW, Clause No. 2.2.8</u> Construction: Steel / Aluminium / FRP hull with ship building quality with international colour coding of Red hull and white Steel / FRP / Aluminium superstructure with 'PILOT' painted on the superstructure. The fendering should be adequate to withstand pilot boat operations. There should be adequate deck space for pilots to board and disembark ships.</p> <p><u>SoW, Clause No. 2.2.9</u></p>	<p>Clause 1 of the Scope of Work states the contractor's scope include supply, manning, operation and maintenance of one number Pilot Launch with steel hull, as per the broad specification given at Clause No. 2 below, on hire to Cochin Port. However, Clause 2.2.8. states Construction: Steel / Aluminium / FRP hull with ship building quality with international colour coding of Red hull and white Steel / FRP / Aluminium superstructure with "PILOT" painted on the</p>	<p><u>Amendment:</u> Hull Material is amended as Steel / Aluminium / FRP in the Cover page, NIT clause No. 1, ITT Clause No. 1 and Annexure-1 and Annexure-2 and all other places.</p>

		Design: Hull design should be a proven design for Pilot boat and the GA Plan has to be approved and accepted by CoPA.	superstructure. Please clarify on the material for construction of the hull.	
10	22	<p><u>SoW, Clause No. 2.2.10.</u></p> <p>Classification: Built and maintained under IRS or any IACS member.</p> <p><u>SoW, Clause No. 2.2.11.</u></p> <p>Registration: River Sea Vessel type 4 Regulation of MS Act.</p>	<p>Clause 2.2.10. states that the PILOT Launch has to be built and maintained under IRS or any IACS member Classification Society. Furthermore, Clause 2.2.11. states that registration has to be as a River Sea Vessel type 4 Regulation of M S Act.</p> <p>The Classification of near coastal and inland vessels as RSV 1, 2, 3 and 4 is done by IRS and based on this Classification the vessels are registered under the provisions of the M S Act. as per D G Circular of July 2008. IACS Members other than IRS do not have the provision to classify vessels as RSV 1, 2, 3 and 4. They however do have a Coastal Class. Please advise if vessels classed with IACS Members other than IRS as Coastal or Near Coastal vessel will be acceptable.</p>	Tender condition prevails.
11	5	NIT, Table 2	Table 2 of the Notice Inviting Tender states that the Estimated Cost Rs. 1,25,40,000/- including GST per year. GST may vary in the seven years of the contract depending on the decisions of the GST council. Request that the quote be net of GST and not inclusive of GST.	<p>Tender condition prevails.</p> <p>Evaluation of the bids will be done including present GST rates as per the GeM Portal requirements. However, GST will be paid as per the prevailing actual rate at that time which may be higher or lower than the present rate.</p>
12	22	<p><u>SoW, Clause No.2.2.1, 2.2.2, 2.2.3</u></p> <p>Specification for LOA, Beam, Depth and Freeboard of the Launch.</p>	<p>Will CoPA allow any deviation in LOA, Beam, Moulded Depth and Freeboard of the vessel? For example, will a vessel with a LOA of 12 m to 15 m, Beam 3.75 m to 5 m and Mounded Depth of 1.8 m</p>	<p><u>SoW, Clause No. 2.2.1. is amended as follows:</u> LOA: 14 to 25 metres. <u>SoW, Clause No. 2.2.2. is amended as follows:</u> Beam: 3.5 to 5.5 metres <u>SoW, Clause No. 2.2.3.</u> Tender condition prevails.</p>

			and freeboard of 1.2 m be acceptable?	
13	22	<u>SoW, Clause No.2.2.1 & 2.2.2</u> LOA: 15 to 18 Meters approximately. Beam: 4 to 5 Meters approximately.	We request you to increase the parameters of the dimensions as under: LOA – 15 M to 20 M Breadth – 4 M to 55 M	<u>SoW, Clause No. 2.2.1. is amended as follows:</u> LOA: 14 to 25 metres. <u>SoW, Clause No. 2.2.2. is amended as follows:</u> Beam: 3.5 to 5.5 metres
14	21	<u>GCC, Clause No.27</u> <u>Alternate arrangement:</u> If the supply of new Pilot Launch is delayed and extension granted for further three months as per Clause No. 2.7.2. of NIT / ITT, alternate Pilot Launch of same or better specifications / capacity shall be supplied till the new Pilot Launch of RSV Type 4 boat is supplied. This shall be furnished as an undertaking with an agreement with owner of the Pilot Launch that he will not withdraw the supply of Pilot Launch till the extended period during which alternate Pilot Launch / Boat can be supplied. For the delay in commencement of contract within three months from the date of LoA, LD will be forfeited as per GCC Clause No. 17.	You should allow alternate launch as and when required to be deployed of even I.V. Act registration with valid class certificate which may be of equal / better specification during the tenure of Contract.	<u>Clause No. 2.7.2. of NIT / ITT is amended with additional provision as follows:</u> Substitute boat of IV Act registered or RSV registered with class with all other parameter as per tender conditions is permitted until the offered boat is supplied in the stipulated period.
15	17	<u>GCC, Clause No.13</u> <u>Downtime:</u> The Contractor will be allowed a downtime of 15 days in each contractual year for upkeep of the Launch. The full one-year's downtime will be credited at the beginning of each contractual year. However, in order to lay up the Launch for carrying out any maintenance work or repairs or surveys etc. by availing the permissible down time, the Contractor shall take prior permission in writing from the Deputy	Downtime: As the contract is for 7 years we request you to allow downtime for dry docking survey of minimum 30 days, twice during the contract period where no penalty should be imposed. The time is required for dry dock survey for maintaining the Class.	Tender condition prevails.

		<p>Conservator. During laying up of Launch by availing down time available at the credit of the Contractor, with prior permission of Employer, hire rates will be paid. 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 vessel becomes unavailable for Employers use without taking prior permission of Employer, penalty as per GCC Clause No. 14 will be applicable in all such cases of unavailability.</p>		
16	12	<p><u>ITT, Clause No. 33.2</u> The Security Deposit shall be 10% of the total contract value.</p>	<p>Security Deposit: The S.D. should be 10% on the Total Annual Contract Value as all the parameters of experience and financial seems to be based on Annual Contract Value. Alternatively we request you to accept 3% of Total Contract Value as being followed by other Ports of India and especially NMPT in its recent tender No. 2021_NMPT_648960_1 (Hiring of Pilot Launch with manning for a period of 5 years – copy enclosed of relevant clause of tender for Performance Security).</p>	Tender condition prevails.

Sd/-

Chief Mechanical Engineer