

ADDENDUM/ CORRIGENDUM NO.2
COCHIN PORT AUTHORITY
An ISO-9001:2008 & ISPS Compliant

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**CHIEF ENGINEER'S OFFICE
COCHIN-682009**

No.T12/T-2016 /2024-C

Dated: 17-07-2024

**TENDER FOR “PROVIDING CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR TRANSFORMING ICTT AS A SUCCESSFUL TRANSSHIPMENT HUB FOR RECEIVING VESSELS UPTO 16 METER DRAFT”
(Tender No. T12/T-2016/2024-C)**

QUERIS RAISED BY THE BIDDERS AND COPA'S RESPONSE THERETO

I- <u>Bidder -1</u>				
Sl. No	Section/Clause/Sub Cl. No.	Tender Specification	Queried from the bidder	Response of CoPA
1	Clause 15: Page 6 of RFP	“..... 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	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	Tender condition shall prevail

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

		<p>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>		
2	<p>Clause 3.4.5 & 3.4.6 on Page 15 of the RFP</p>	<p>3.4.5 “Since the service provided in Vallarpadam SEZ area comes under the purview of “Zero Rated Supply” under IGTST Act, GST is not applicable for this assignment. Hence the successful bidder shall raise GST compliant invoice with ‘no GST’ under letter of understanding (LUT) issued by the Jurisdictional GST Authority, specifying the LUT number on the invoice. The invoice shall be raised against GST Registration Number of Cochin Port Authority (Former Cochin Port Trust) in Vallarpadam SEZ area, which will be provided to successful bidder”</p> <p>3.4.6 For the services outside SEZ area GST at prevailing rate shall be applicable</p>	<p>We understand that we need to quote our financial exclusive of GST. Please confirm.</p>	<p>Yes financial quote shall be exclusive of GST as stipulated in the tender document.</p>

3.	NIT, Sl. no 2	Earnest Money Deposit :- Rs.1.00 lakh , furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-VIII	Request you to kindly allow the submission of EMD through Bank Guarantee.	Tender condition shall prevail
4.	Clause 15, Page 6	“.....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.....”	It is requested that 7 days may please be allowed from the last date of submission of online bids for submission of Hardcopies	Tender condition shall prevail
5.	SECTION – 5	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

6.	Clause 5.9.2 of the GCC	<p>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</p>	<p>Under the clause rights to terminate the agreement by consultant, consultant should have the right to terminate the contract if client (CoPA) fails to make the payment to the Consultant within 30 days from the date of the Invoice AND If the client (CoPA) becomes insolvent, is placed into administration, receivership, or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile</p>	<p>Tender condition shall prevail</p>
7	SECTION – 5 Clause 5.18	<p>: GENERAL TERMS & CONDITIONS Additions and Alterations If the Consultant is required to carry out any additional work outside the scope of the study as required by CoPA, the Consultant shall perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the Port</p>	<p>We request addition of Additional Services clause in the GCC Any services performed by consultant beyond the agreed scope in the Contract shall be charged extra Please confirm.</p>	<p>Tender condition shall prevail. All services including studies, data collection etc. towards mandatory requirement for DPR preparation as detailed under ‘Terms of Reference’ shall be covered in the consultancy job.</p>

8	Clause 3.4.2	Time and payment Schedule				The Time and payment schedule for the study as per clause 3.4.2 may not be feasible. Hence, we request you to kindly modify the clause as presented below:				Considered and clause 3.4.2 stands modified as presented below.			
		S. No	Item of work	Time Schedule from start of assignment	Percentage of Total Fee								
		1	Submission of Inception Report	15 days	10	S. No	Item of work	Time Schedule from start of assignment	Percentage of Total Fee	S. No	Item of work	Time Schedule from start of assignment	Percentage of Total Fee
		2	Submission of Demand & Market Assessment Report	1 months	20	1	Submission of Inception Report	15 days	10	1	Submission of Inception Report	15 days	10
		3	Submission of Draft DPR and presentation thereon; acceptance of draft DPR by CoPA	1.5 months	40	2	Submission of Demand & Market Assessment Report	3 months	25	2	Submission of Demand & Market Assessment Report	1.5 months	20
4	Submission of Final DPR and presentation thereon and acceptance of	2 months	30	3	Submission of Draft DPR and presentation thereon; acceptance of draft DPR by CoPA	4.5 months	45	3	Submission of Draft DPR and presentation thereon; acceptance of draft DPR by CoPA	2.5 months	40		
				4	Submission of Final DPR and presentation	5 months	20	4	Submission of Final DPR and presentation thereon and	3 months	30		

Addendum/ Corrigendum No.1

		Final DPR by CoPA			thereon and acceptance of Final DPR by CoPA			acceptance of Final DPR by CoPA			
9		Date Extension			We request 3 weeks extension after reply of Pre-bid queries.			Bid due date extended upto 29.07.2024. Refer Addendum No. 2			

II- Bidder -2																																					
Sl. No	Section/Clause/Sub Cl. No.	Tender Specification	Queried from the bidder	Response of CoPA																																	
1	Section -1 Invitation for Proposal Clause No. 1.6 Selection Process	“Contract will be awarded to the bidder whose bid has been determined to be responsive and who has offered the lowest lumpsum consultancy fee for the assignment”	Requesting to select bidder on the basis of QCBS instead of lowest lump sum consultancy fee.	Tender condition shall prevail																																	
2	Section -3 Terms of Reference Clause No. 3.4 Deliverables, Time and Payment Schedules Sub Clause No. 3.4.2	Time and payment Schedule <table border="1"> <thead> <tr> <th>S. No</th> <th>Item of work</th> <th>Time Schedule from start of assignment</th> <th>Percentage of Total Fee</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Submission of Inception Report</td> <td align="center">15 days</td> <td align="center">10</td> </tr> <tr> <td align="center">2</td> <td>Submission of Demand & Market Assessment Report</td> <td align="center">1 months</td> <td align="center">20</td> </tr> </tbody> </table>	S. No	Item of work	Time Schedule from start of assignment	Percentage of Total Fee	1	Submission of Inception Report	15 days	10	2	Submission of Demand & Market Assessment Report	1 months	20	Modified Deliverable time <table border="1"> <thead> <tr> <th>S.No</th> <th>Item of work</th> <th>Time Schedule from start of assignment</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Submission of Inception Report</td> <td align="center">15 days</td> </tr> <tr> <td align="center">2</td> <td>Submission of Demand & Market Assessment Report</td> <td align="center">1.5 month</td> </tr> </tbody> </table>	S.No	Item of work	Time Schedule from start of assignment	1	Submission of Inception Report	15 days	2	Submission of Demand & Market Assessment Report	1.5 month	Clause 3.4.2 stands modified as below. <table border="1"> <thead> <tr> <th>S. No</th> <th>Item of work</th> <th>Time Schedule from start of assignment</th> <th>Percentage of Total Fee</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Submission of Inception Report</td> <td align="center">15 days</td> <td align="center">10</td> </tr> <tr> <td align="center">2</td> <td>Submission of Demand & Market Assessment</td> <td align="center">1.5 months</td> <td align="center">20</td> </tr> </tbody> </table>	S. No	Item of work	Time Schedule from start of assignment	Percentage of Total Fee	1	Submission of Inception Report	15 days	10	2	Submission of Demand & Market Assessment	1.5 months	20
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3.	General	Overall liability				<p>“Liability of Consultant: (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 suffered by the CoPA due to the acts or omissions of Consultant in performing its obligations, and, in any event, such amount shall not</p>				<p>Tender condition shall prevail</p>			

			<p>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>4.</p>	<p>Section -5 General terms & Conditions</p> <p>Clause No. 5.9 Termination of Assignment</p> <p>Sub Clause No. 5.9.1 Termination</p>	<p>Termination of Assignment by CoPA</p> <p>If any of the following events shall have happened and be continuing, then Cochin Port Authority may, by written notice to the Consultant, terminate the contract:</p> <p>a) Any of the conditions referred to in Clause 5.11 shall continue for a period of two weeks after CoPA shall have given written notice to the Consultant of the suspension of payment to the Consultant under the Contract.</p> <p>b) In any event, CoPA may terminate the Contract at any time by giving not less than two weeks prior notice to the Consultant.</p> <p>c) In case of a breach of Agreement or if CoPA is of opinion that service rendered</p>	<p>14days’ notice is a very short time period. Requesting you to consider increasing it to 30days. And this the clause should be consider as-</p> <p>Termination of Assignment by CoPA</p> <p>If any of the following events shall have happened and be continuing, then Cochin Port Authority may, by written notice to the Consultant, terminate the contract:</p> <p>a) Any of the conditions referred to in Clause 5.11 shall continue for a period of four two weeks after CoPA shall have given written notice to the Consultant of the suspension of payment to the Consultant under the Contract.</p> <p>b) In any event, CoPA may terminate the</p>	<p>Tender condition shall prevail</p>

	n of Assignment CoPA	by the Consultant is unsatisfactory, by giving 14 days' notice to the Consultant.	Contract at any time by giving not less than four weeks prior notice to the Consultant. c) In case of a breach of Agreement or if CoPA is of opinion that service rendered by the Consultant is unsatisfactory, by giving 30 days' notice to the Consultant.	
5.	Section -5 General terms & Conditions Clause No. 5.12 Dispute between the Consultant and Cochin Port Sub Clause No. 5.12.1.4 Termination of Assignment CoPA	It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.	Initiating a dispute is a last resort option; the Consultant being a non-litigant company prefers to resolve the issue amicably. Hence, the Consultant shall notify in case of any issues with invoice instead of raising request for initiating arbitration. As such please amend as follows: It is also a term of this contract that if the Consultant does not make any notification in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims	Tender condition shall prevail

Sd/-
CHIEF ENGINEER