



कोचिन पत्तन प्राधिकरण
Cochin Port Authority
समुद्री विभाग /Marine Department



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E- Tender No.MD/DM/FF Consultancy/T-1/2024

Dated:10-07--2024.

CORRIGENDUM NO.1

Sub: - Tender for providing Consultancy Services for the work of upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port –Reg.

Ref:-1) Cochin Port Authority's Tender Notice of even number 04/06/2024
2) Pre-Bid meeting held on 18-06-2024 through VC

Please refer to the above. Replies to the queries raised by the firms during the Pre-bid meeting held on 18-06-2024 is appended herewith as Annexure-I. Pre-Bid clarifications and this Corrigendum No.1 shall form part of the tender document and are to be signed and submitted along with the tender. Tenderers are requested to take cognizance of the Corrigendum No.1 and Annexure-1 before submitting the tender.

The last date and time of submission of Bid is hereby extended upto **14:30 hrs. on 24-07-2024**. Technical bids will be opened at **15:00 hrs. on 24-07-2024**.

All other terms and conditions of the tender remain unaltered.

Encl: As above

Sd/-
DEPUTY CONSERVATOR
Cochin Port Authority

Replies to the Pre-bid Queries in response to E- Tender No.MD/DM/FF Consultancy/T-1/2024 for Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port.

SL No.	Page No. Chapter Name & Clause No. / Actual Clause	Clarification Sought/ Change Suggested	CoPA's reply
1	Page-29 of 98 Clause No: 3.16.4; Submission of Bid	Bidder requests to Client to provide 4-days' time to submit the hard copy of documents post bid due date so that all the documents being uploaded could be sent to Client well in time. Client to confirm.	As per Clause 16 of Section-I, NIT and Clause 3.17.2 of Section 3, Instructions to Bidders, the bidders are required to submit only the specified original documents in hardcopy within the last date and time of submission Bid. As specified in Clauses, 13 and 16 of NIT, except for the specified original documents, the complete bid document need only be submitted "on-line" mode. Hard copy of complete bids need not be submitted. Sub-clause 3.16.5 of Clause 3.16 under Section 3, Instructions to bidders stands deleted.
2	Page-42 of 98 Clause No: 4.12.2; Limitation of liability	Bidder request client to modify the following clause as updated: "The Consultant shall be liable to the Cochin Port Authority for the satisfactory performance of the Services in accordance with the provisions of this Contract and for any loss suffered by CoPA as a result of a default in the designs, specifications, contract drawings, execution of the works etc. The total	Tender condition will prevail.

		<p>liability of the Consultant under the Contract is limited to 10% of the fees received by the Consultant under the Contract. The liability of the Consultant, if any, shall expire on satisfactory completion of the assignment i.e., the Defect Liability Period. In case, the Consultant fails to perform the performance of the services under the Contract, Cochin Port Authority will be at the liberty to forfeit the performance security amount. “ Client to confirm.</p>	
3	<p>Page-46 of 98 Clause No: 5.2.1 Sr. No.: 2 of Proposal Evaluation; Skills & Competencies of Team</p>	<p>Client to note that the completion certificates by the Clients are issued to the company and not to individual and even do not contain name of any individuals. Accordingly, Bidder request client to modify the following clause as updated: ” Every Bidder has to provide details of experience in respect of the Assignments undertaken by each of the Key Personnel nominated by him as per the format set out in Appendix-IX Sheet 1 enclosing certified copy of certificates / testimonials therewith and certified (duly signed & stamped) by the employer to prove the experience”. Client to confirm.</p>	<p>In Sheet 2 of Appendix-IX, each individual Key Personnel is required to furnish details of his experience. With regard to total years of experience of the Key personnel, the same shall be supported with the experience certificate issued by the respective Employer Organizations of the Key Personnel. The bidders are required to furnish details of experience of each of the Key Personnel in respect of assignments having minimum threshold values prescribed in Sub-clause 3.1.9.2. under Clause 3.1.9. of Appendix-I, Terms of Reference. In case the Key Personnel’s experience is in the assignments undertaken by the bidder, the bidders are required to furnish copy of the work order and</p>

			<p>satisfactory completion certificate issued to the bidder by the Clients of the respective assignments, in order to substantiate the experience of the Key Personnel. It is not necessary to mention the name of Key Personnel in the Clients satisfactory completion certificates issued to the bidder.</p> <p>In case Key Personnel had possessed the prescribed experience under an Employer Organization other than the bidder, such experience shall also be considered for evaluation subject to furnishing the copy of work order and work completion certificate issued by the clients to the respective Employer organization of the Key Personnel. The bidders may please note that “Outsourced personnel shall be eligible for only 75% credit of the respective scores assigned against each of the team members.</p>
4	<p>Page-60 of 98 Clause No: 5.1 of ToR; Liquidated Damages</p>	<p>Client to note that the maximum limit of LD amount is not defined. Hence, bidder request client to modify the following clause as updated:</p> <p>“In case of delay in completion of Services as per the schedule prescribed in the tender document for the events 1, 3 and 5 as specified at Clause 3.1.5 of the ToR, Liquidated Damages (LD) will be levied at</p>	<p>The rate of Liquidated Damages (LD) will remain unchanged ie 0.2% of the contract price of the respective Terminal per day of delay. Maximum amount of Liquidated Damages will be limited to 10% of the contract price of the respective Terminal.</p>

		<p>the rate of 0.2%0.5% of the contract price of the respective Terminal per day-week of delay subject to a maximum of 5% (five per cent) of the Contract price. The amount of Liquidated Damages can be adjusted or set-off against any sum payable to the Consultants. In case of delay due to reasons beyond the control of the Consultant, suitable extension shall be granted. “</p> <p>Client to confirm.</p>	
5	<p>Page-37 of 98</p> <p>Clause No: 4.8.1 (f) of GTC ;</p> <p>Termination of Assignment</p>	<p>Bidder requests Client to delete this condition clause.</p> <p>“f) the Consultants has delayed the completion of assignment by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract and”</p> <p>Client to confirm.</p>	Tender Condition will prevail.
6	<p>Page-37 of 98</p> <p>Clause No: 4.8.1 (g) of GTC;</p> <p>Termination of Assignment</p>	<p>Bidder request client to modify the following clause as updated:</p> <p>“if the Consultants, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.The Judgment of the employer shall be based on order passed on the report of disciplinary/other committee constituted by the Employer.“</p> <p>Client to confirm.</p>	Tender Condition will prevail.

7	<p>Page-39 of 98</p> <p>Clause No: 4.9 (c) of GTC; Force Majeure</p>	<p>Bidder request client to modify the following clause as updated:</p> <p>“c) The term ”Force Majeure” as employed herein, shall mean “Act of God,Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots,Epidemics, Pandemics, quarantine or other related measures declared by the Central/State Govt./Local Authority, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome“</p> <p>Client to confirm.</p>	<p>Tender Condition will prevail.</p>
8	<p>Page-44 of 98</p> <p>Clause No: 4. of GTC; Defect Liability Period</p>	<p>Bidder propose to limit the Defect Liability Period till 1 year from the completion of this Consultancy assignment.</p> <p>Client to confirm.</p>	<p>Tender Condition will prevail.</p>
9	<p>GTC; New Clause</p>	<p>Bidder requests client to add the following clause also:</p> <p><i>“Employer undertakes to hold the Consultant harmless and indemnified from any claim, action, demand, or any proceeding whatsoever invoked by vendor(s), contractor(s), bidder(s), third party(ies) or prospective bidder(s) of the Employer against Consultant arising out</i></p>	<p>Not acceptable.</p>

		<p><i>of or in relation to or consequent upon this Contract or engagement of such vendor(s) or contractor(s), bidder(s), or prospective bidder(s) and shall reimburse for all costs (including legal and incidental costs such as travel as well as man-hour costs), charges and expenses incurred by Consultant in respect of any suit, writ or other action or proceedings by any such third party [including vendor(s), contractor(s), bidder(s), or prospective bidder(s)] in which Consultant has been made or impleaded as a party/ Defendant/ or Respondent and/or for prosecuting any appeal, revision, or review in respect thereof, whether the claim, suit, writ or other action or proceedings is based on contract, quasi contract, tort of any other basis or breach of law.”</i></p> <p>Client to confirm.</p>	
10	<p>Page-68 of 98 Appendix-III; Proforma Of Power-Of-Attorney For Signing Of Bid</p>	<p>Bidder, being a Central PSU under the Ministry of Petroleum & Natural Gas, has issued a Sub-delegation of Power for signing of Proposals/Pre-bid agreements/ Contracts etc. on behalf of Engineers India Limited to “<u>Mr. Prem Prasun, General Manager (Marketing & Business Development)</u>”, authorised signatory. The PoA of Mr. Prem Prasun is enclosed for perusal.</p> <p>Client is requested to accept the</p>	<p>The bidders are required to furnish the Power of Attorney as per the Format in Appendix-III provided in the Tender Document, in Stamp Paper worth Rs.200/-.</p>

		same in place of Appendix-III. In case, proposal at Serial No.1 is not acceptable, Client is requested to specify the value of Non-judicial Stamp Paper on which PoA is to be executed.	
11	Page 7 Clause 6(ii) Definition of similar consultancy assignment	Request you to kindly amend the similar works as follows: Consultancy Services provided for the projects involving setting up of new Fire Fighting Facilities or Up gradation of capacity of existing Fire Fighting Facilities, either in a Tanker berth handling hydrocarbons(Crude Oil/POL Products/LPG/LNG etc.), in any of the Ports or Naval Berth or Petroleum Refinery in India	Tender condition will prevail.
12	Page 7 Clause 6(ii) Minimum Eligibility Criteria.	We would request you to relax the eligibility criteria based on the single terminal consultancy fee as against cumulative 3 terminals together.	Tender condition will prevail.
13	Page 46 Clause 5.2.1, Table 3, Sl.2.3, Structural Designing (Civil) and Costing Expert Minimum Qualification: Postgraduate in Structural Engineering	As the civil work is in marine conditions, we would request you to amend the Qualification and experience as follows: Minimum Qualification: Postgraduate in Marine Structures/Structural Engineering.	Acceptable. Educational Qualification of “Structural Designing (Civil) and Costing Expert “ is modified as “Post Graduate in Marine Structures/Structural Engineering.”

14	<p>Page 47</p> <p>Clause 5.2.1, Table 3, Outsourced personnel shall be eligible for only 75% credit of the respective scores assigned against each of the team members. Incumbent will be considered as outsourced personnel if his tenure in the firm is less than 2 years.</p>	<p>We request to kindly amend the clause as follows: “Outsourced personnel shall be eligible for only 75% credit of the respective scores assigned against each of the team members. Incumbent will be considered as outsourced personnel if his tenure in the firm is less than 1 year.”</p>	<p>Acceptable. Clause is modified as “Outsourced personnel shall be eligible for only 75% credit of the respective scores assigned against each of the team members. Incumbent will be considered as outsourced personnel if his tenure in the firm is less than 1 year.”</p>
15	<p>Page 55</p> <p>Clause 3.1.5, Sl.no 4 & 5</p>	<p>It is understood that the time schedule given is for each individual documents post submission by contractor. Kindly confirm the same.</p>	<p>Sl.No.4 Draft Reply to the Pre-bid Queries are to be submitted by the Consultants within 5 days from the date of Pre-bid meeting. Sl No.5 Approval of QAP of the Contractor has to be submitted by the Consultants within 7 days from the date of submission of QAP by the Contractor.</p>
16	<p>Page 55</p> <p>Clause 3.1.5, Sl.no 6: Reports</p>	<p>It is requested to consider 7 days for each document submitted.</p>	<p>Reports on Data Sheets comes under Sl.No.6 of Clause 3.1.5, List of Deliverables by the Consultants (Page 55). No. of days for submission of Report</p>

	<p>on Data Sheets of various equipments/ Systems/materials furnished by the Contractor (from the date of submission)</p>		<p>on Data Sheets by the Consultants is modified as 7 days from the date of submission of each Data Sheet by the Contractor.</p>
17	<p>Page 7-8 Cl.6 Minimum Eligibility Criteria. Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client.</p>	<p>Whether all the work order and completion letter to be notarized?</p>	<p>All the Work Orders and Satisfactory completion Certificates submitted by the bidder to consider for qualifying the MEC should be notarized.</p>
18	<p>Page 8, Sub-Clause 7.4 of Cl.7 of NIT The Bidders should have EPF and ESI registration</p>	<p>If the bidder is not liable to register EPF and ESI, then also is it compulsory?</p>	<p>If the bidder is not liable to register EPF and ESI, they are required to furnish an undertaking to that effect as per the format attached as Appendix-XIX.</p>
19	<p>Page 8, Cl.11 of NIT</p>	<p>Bank details of Keonics is not mentioned in the tender and we are unable to obtain login details in e-tendering system.</p>	

	<p>The Bidders need to obtain the one time User ID & password for log-in to e-Tendering system from the service provider M/s.KEONICS by paying registration amount of Rs.1124/- by online payment using Credit/Debit Card/Net banking or DD in favour of —KSEDCL, Bangalore</p>		<p>The bidders may please contact the Help Desk Number of KEONICS provided in Clause 12 of NIT (Page No.8) .</p>
<p>20</p>	<p>Page 43, Cl.4.15 (a) Professional Indemnity Insurance, with a minimum coverage equal to value of contract price shall be submitted by the Consultant within 30 days of LoA and</p>	<p>Does professional indemnity insurance should in joint name of the CoPA.</p>	<p>As indicated in Clause 4.15, all insurance policies that are to be covered under the Contract should be in the joint name of Consultant and Board of Major Port Authority for Cochin Port.</p>

	before signing of the Agreement		
21	<p>Page 43, Clause 4.15, b(ii)</p> <p>The Consultant shall, in the joint names of the Consultant and CoPA, insure against all damages or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.1,00,000/- (Rupees One</p>	<p>Please clarify what type of insurance is required by COPA.</p>	<p>Please refer Clause 4.15 (a) and (b) for details on types of insurance required.</p>

	<p>Lakh only) per occurrence from the date of commencement till completion of the Defect Liability Period and the Consultant shall from time to time when so required by CoPA produce the policy and the receipt for the premium.</p>		
<p>22</p>	<p>Page 58, Sub-clause 3.1.9.2, Clause 3.19, Team Composition.</p> <p>Minimum 10 years' experience out of which the Consultant should have been worked in atleast one work involving design/costing/construction of marine civil structures, costing not</p>	<p>If the key person has experience in marine civil structure but is not post graduate in structural Engineering, will it do?</p>	<p>Tender Condition will prevail.</p>

	less 10 crores.		
23	<p>Page 26, Clause 3.6, Site Visit and Inspection of Data</p> <p>Visit and inspection of the Project sites/Tanker Terminals by the bidders are mandatory for obtaining himself on his own responsibility all information / available</p>	<p>What is procedure to obtain visit permit.</p>	<p>As per Clause 3.6, “Site visit and Inspection of Data” under Section 3, Instructions to Bidders, visit and inspection of the Project sites/Tanker Terminals by the bidders are mandatory for preparing their bid. The bidders are advised to visit the Tanker Terminals to understand site conditions and other information/data that may be necessary for preparing their bid. The bidders are required to furnish an undertaking to the effect that they have inspected all the four Tanker Berths prior to the preparation and submission of their bids as per Appendix- XX.</p>
24	<p>Page 12-13, Cl.1.4, MEC under Section 1, Invitation for Proposal</p> <p>As per 1.4 ii Minimum eligibility criteria – Two similar completed consultancy assignments each costing not less Rs 75,00000/-</p>	<p>We have two work orders one of 48 lakhs which is 65% completed and one of 46.5 lakhs which is 50% completed. Request you to consider the same and qualify us to bid for this job.</p>	<p>As per Clause 1.4, Minimum Eligibility Criteria, under Section 1, Invitation for Proposal, only satisfactorily completed Consultancy Assignments will be considered to evaluate the Minimum Eligibility Requirements of the bidders.</p>

25		Please provide Layout drawing of the port area in ACAD or PDF	A layout drawing of Port area showing the locations of Tanker terminals is included under Section 2, Site information.
26		Details of existing fire pumping systems, the network, the capacity and head of the pump sets and other details available	As per Clause 3.6, “Site visit and Inspection of Data” under Section 3, Instructions to Bidders, visit and inspection of the Project sites/Tanker Terminals by the bidders are mandatory for preparing their bid. The bidders are advised to visit the Tanker Terminals to understand site conditions and other information/data that may be necessary for preparing their bid. The bidders are required to furnish an undertaking to the effect that they have inspected all the four Tanker Berths prior to the preparation and submission of their bids as per Appendix- XX.
27		Please provide information on Local seismic zone of the plant.	Project area is under seismic zone 3.
28		Please provide information on Risk Insurer stipulations if any	As indicated in the TOR of the tender, the proposed upgradation of Fire Fighting Facilities of Tanker Terminals are to be carried out complying with the latest OISD 156 standard applicable for Fire Protection Facilities for Ports handling Hydrocarbons.

<p style="text-align: center;">29</p>	<p style="text-align: center;">Page 6-8</p> <p style="text-align: center;">Cl. No. 6, Minimum Eligibility Criteria (MEC) of NIT</p>	<p>We meet the criteria of Average Annual financial turnover. We also meet Experience criteria regarding job value. With regards similar consultancy assignment we have to our credit of implementing LPG Bottling Plants (Greenfield Projects) comprising of LPG Handling system, Instrument Air System, Water Management System, Fire Protection System, Electrical System, Mounded Storage facilities and Instrumentation along with Automation System as required for providing a fully functional and operational system. The Fire Protection Systems provided comprises of Portable Extinguisher, Mobile Extinguisher, Hydrant Cum Monitor System complete with Fire Pumping System with Flow Rate of 1000 to 1230 M³/Hr. and Fire Water Storage Tanks of cumulative capacity of 5000 M³, Medium Velocity Water Spray system automatically actuated through Q.B. Detection System complete with Safety Systems comprising of Access Control, Manual Call Point, Gas Detection System as well as CCTV surveillance system. Please confirm whether this would be considered as similar consultancy assignment.</p>	<p>As detailed in the bid document, selection of Consultants shall be on the basis of an evaluation by COPA through the selection process specified in the bid document based on the credentials furnished by the bidder.</p>
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30	Page 45, Table 3 under Section-5, Proposal Evaluation.		The date “ 31-05-2024 ” is inserted between the words “during the last seven years ending” and “as per Clauses 6&7 of Tender Notice” in 2 nd line of Sl. No.1 in Table-3 of Section -5, Proposal Evaluation.
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Sd/-
DEPUTY CONSERVATOR
Cochin Port Authority

UNDERTAKING REGARDING EPF AND ESI REGISTRATION

Sub: - Tender for providing Consultancy Services for the work of upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port –Reg.

We, M/s..... (Name & Address of the tenderer) solemnly affirm and undertake that We do not have the required number of employees for taking registration under EPF Organization and ESI Corporation and all the employees are drawing pay wages over and above Rs.21,000/- per month (Rs.25,000/- per month for employees with disability) for registration with ESI. We also undertake that We shall take the full responsibility for all the consequences arising due to the above and shall indemnify and keep the Cochin Port Authority indemnified in case any proceedings are taken or commenced by any Authority against Cochin Port Authority for any contravention of any of the laws, bye- laws or scheme by us in this regard.

SIGNATURE OF TENDERER

UNDERTAKING REGARDING THE SITE VISIT PERFORMED

Sub: - Tender for providing Consultancy Services for the work of upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port –Reg.

We, M/s.(Name and address of the bidder) hereby confirm that our authorized representative had visited Cochin Port Authority's Tanker Terminals viz. Cochin Oil Terminal (COT), NTB-STB and Oil Berth Q-4 on.....and assessed the existing conditions of the above Terminals and accordingly, this bid is being submitted to Cochin Port Authority.

SIGNATURE OF TENDERER