

# **COCHIN PORT AUTHORITY**

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**LIMITED TENDER FOR CONSULTANCY SERVICES FOR**  
**PROVIDING PORT LED DEVELOPMENT WORKS AND ALLIED FACILITIES**  
**WITH SPECIFIC EMPHASIS ON DEVELOPMENT OF MULTIMODAL JETTIES IN**  
**EASTERN OR WESTERN SIDE OF FIVE ISLANDS VIZ. KAVARATTI, AGATTI,**  
**KADMAT, KALPENI AND MINICOY IN LAKSHADWEEP**

## **BID DOCUMENT**

(Tender No. T15 /T-1963/2022-C)

**COCHIN PORT AUTHORITY,  
CHIEF ENGINEER'S OFFICE,  
COCHIN - 682 009.**

**Price : Rs.2240.00 (2000/- + 12% GST)**

# COCHIN PORT AUTHORITY

## CONTENTS

LIMITED TENDER FOR CONSULTANCY SERVICES FOR PROVIDING PORTLED DEVELOPMENT WORKS AND ALLIED FACILITIES WITH SPECIFIC EMPHASIS ON DEVELOPMENT OF MULTIMODAL JETTIES IN EASTERN OR WESTERN SIDE OF FIVE ISLANDS VIZ. KAVARATTI, AGATTI, KADMAT, KALPENI AND MINICOY IN LAKSHADWEEP

Sl. No	Contents	Page No
	<b>Tender Notice</b>	<b>4</b>
<b>Section –1 Invitation for proposal</b>		<b>8</b>
1.1	Background	8
1.2	Request for Proposal	10
1.3	Subcontracting	10
1.4	Due Diligence by the Bidders	10
1.5	Cost of Bid Document	10
1.6	Validity of the Proposal	10
1.7	Brief Description of the Selection Process	11
1.8	Schedule of Selection Process	11
1.9	Pre Proposal visit to the Site and inspection of data	11
1.10	Pre Bid Meeting	11
1.11	Amendment of bid document	11
1.12	Communications	12
<b>Section-2 Site Information</b>		<b>13</b>
2.1	Project Location	13
<b>Section-3 Instructions to Bidders</b>		<b>15</b>
3.1	Scope of the Proposal	15
3.2	Conflict of Interest	15
3.3	The Bidder	18
3.4	Number of Proposals	17
3.5	Cost of Proposal	17
3.6	Site Visit	17
3.7	Acknowledgement of Bidder	17
3.8	Right to reject any or all proposals	18
3.9	Contents of Bid Document	18
3.10	Clarifications	19
3.11	Amendment to Bid Document	19
3.12	Language of the Bid	19
3.13	Format and Signing of Proposal	20
3.14	No Alternative Proposals by Bidders	20
3.15	The Proposal	20
3.16	Financial Quote	21
3.17	Submission of Bids	21
3.18	List of Documents to be Submitted	22
3.19	Late Bids	22
3.20	Opening of Bids	23
3.21	Proposal Evaluation	23
3.22	Responsiveness of proposals	23
3.23	Acceptance of Bid	23

3.24	Currency	23
3.25	Negotiations	23
3.26	Substitution of key personnel	24
3.27	Award of work	24
3.28	Signing of agreement	24
3.29	Fraud and Corrupt Practices	24
3.30	Commencement and Completion of Work	25
<b>Section-4 General Terms &amp; Conditions</b>		<b>26</b>
4.1	Definitions and Interpretation	26
4.2	General Provisions	26
4.3	Earnest Money Deposit/ Proposal Security	27
4.4	Discount on delay in completion	27
4.5	Care and diligence	27
4.6	Taxes & duties	28
4.7	Confidentiality	28
4.8	Suspension of Work	28
4.9	Termination of Work	29
4.10	Termination Procedure	29
4.11	Force Majeure	29
4.12	Dispute between the Consultant and Cochin Port	29
4.13	Completion Certificate	31
4.14	Obligations to the Consultant	32
4.15	Facilities to be made Available to the Consultant	32
4.16	Performance Security	32
4.17	Insurance to be taken by the Consultant	32
4.18	Safety Measures	33
4.19	Additions and Alterations	33
4.20	Bids with condition	33
<b>Section –5 Proposal Evaluation</b>		<b>34</b>
5.1	General	34
5.2	Evaluation of The Proposal	34
<b>43 Appendices</b>		<b>40</b>
Appendix-I	Terms of Reference (ToR)	40
Appendix-II	The Proposal	47
Appendix-III	Proforma for Power-of-Attorney for Signing of Bid	50
Appendix-IV	Format of Corporate Information of Bidder	52
Appendix-V	Format of Relevant Experience- Sheets 1-3	53
Appendix-VI	Composition of Team Personnel, Format of CV	55
Appendix-VII	Description of approach, methodology and work plan	58
Appendix-VIII	Technical proposal - Undertaking I	59
Appendix-IX	Technical proposal - Undertaking II	60
Appendix-X	Performa of Bank Guarantee towards Performance Security	61
Appendix-XI	Form of Agreement	62
Appendix-XII	Format for Furnishing Bank Information for E-Payment	64
Appendix-XIII	NEFT/RTGS Mandate Form of EMPLOYER	65
Appendix - XIV	Undertaking for Financial Quote	66
Appendix - XV	Financial proposal for the assignment	67

## COCHIN PORT AUTHORITY

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**Chief Engineer's Office,  
Cochin – 682 009.**

No.T15/T-1963/2022-C

Dated: 12/04/2022

### TENDER NOTICE

1. Electronic Tenders (e-tenders) on lump sum basis are invited for “**Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep**” from the list of consultants empanelled by Indian Port Association (IPA) for Marine Construction works under Categories A, B & C:

#### List of IPA empanelled Firms is as follows:

- (i) M/s. Royal Haskoningdhv Consulting Pvt. Ltd. Utter Pradesh.
  - (ii) M/s.L&T Infra Engineering, Chennai
  - (iii) M/s.Tata Consultancy Services, Mumbai
  - (iv) M/s.AECOM India Private Limited, Gurgaon
  - (v) M/s.WAPCOS Limited, Guragon
  - (vi) M/s. Pentacle Consultants (I) Pvt Ltd, Mumbai
  - (vii) M/s. Engineers India Limited, Delhi
  - (viii) M/s. Grafix Engineering Consultants Pvt Ltd., Delhi
  - (ix) M/s. Howe Engineering Project Private Limited, Delhi
  - (x) M/s. Worley Parsons India Private Limited, Thane
  - (xi) M/s. Voyants Solutions Pvt. Ltd., Gurugram, Haryana
  - (xii) M/s. BMT Consultants (India) Pvt. Ltd.
  - (xiii) M/s. STUP consultants Pvt. Ltd., Navi Mumbai,
  - (xiv) M/s SellhornTechnomech Marine and Infrastructure Consult Pvt. Ltd, in association with M/s Selhorn Germany, Gunidy, Chennai
  - (xv) M/s. Spectrum Techno Consultants Pvt. Ltd, Navi Mumbai in consortium with M/s. DY Engineering
  - (xvi) M/s. Tractebel Engineering Pvt. Ltd., Gurgaon, Haryana
  - (xvii) M/s. RITES Ltd., Gurgaon, Haryana
2. Details of downloading / submission of Bids are as under:

Download period	From 12-04-2022 to 14.30 hours on 03-05- 2022
Last date and time of submission of Bid	14.30 hours on 03-05-2022
Date and time of opening the Bid	15.00 hours on 03-05-2022
Earnest Money Deposit (Rs.)	1,00,000/-
Cost of Bid Document	<b>Rs. 2,240/-</b> (Rs.2000.00 + 12% GST) (Non refundable) 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-XIII
Pre Bid Conference	<b>19-04-2022</b>

3. CoPA intends to engage an experienced and reputed firm/group/consultant with proven technical and financial capabilities and a team of multi-disciplinary professionals (PMC) for **Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep** (hereafter referred to as the "Assignment") with the following main objectives:

To design Master Plan for the five islands **Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy** of Lakshadweep for (i) achieving safe, efficient and effective operation of port and shipping services by upgrading the shipping infrastructures on both onshore and offshore in Lakshadweep Islands, particularly on the future projects to be taken up and for effective utilization of existing infrastructure and ensuring 24x7 operations of shipping services in all islands and (ii) identifying and utilizing the potential areas of various sectors in all islands in an efficient and effective manner on balancing cultural, ecological and economic growth of the region/stakeholders. The works inter-alia includes the following components.

The work consist of holistic Port Planning including Port lead allied development works like i) Construction of retaining wall ii) Reclamation of land area between retaining wall and existing shoreline, utilising dredged materials iii) Construction of passenger shed cum shelter to be used during natural disaster iv) construction of rain water harvesting facilities and distribution system v) development of solid waste management infrastructures for, both domestic and non-domestic vi) Sewage treatment plant including allied infrastructures vii) Construction of New Jetty/ Refurbishment and upgradation of existing Jetty viii) construction of Break water including nourishment of existing breakwater ix) Dredging the shipping channel and turning circle x) Providing suitable Fenders and Bollards as a measure of berthing aids xi) Providing Mooring Buoys as a measure of berthing aids xii) Mechanisation of berths by providing suitable cargo and passenger handling equipment and passenger amenities xiii) Providing suitable lighting equipment to Jetty, approach and wharf area including providing high mast towers etc. xiv) Providing Solar panels and allied equipment for harvesting solar energy xv) Providing wind mills with allied equipment for harvesting wind energy xvi) Hover craft landing area including maintenance shed.

4. **Subcontracting is not permitted for this Assignment.**
5. The Scope of Work under the proposed Assignment shall mainly include the following but not limited to:
- a) Conducting the Existing / Situational Analysis which includes Base data collection and site visits; Collection and Review of existing master plans, development plans, land use plans, and other reports on the existing scenario, facilities, infrastructure and other related matters, of the islands area, with specific emphasis on the shortcoming of the existing infrastructures.
  - b) Stakeholders Consultations and Analysis which includes consultation with UTL government officials, departments other concerned state and central organizations, and local representatives

- c) Preparation of quantifiable/measurable steps/Action Plans, aligning with the existing Master Plans/ Vision Documents of UTLA if any and Sagarmala along with cost estimates of Project Proposals, Infrastructure required to achieve the set goals within a stipulated time frame, categorizing it into Immediate, Short Term and Long Term.
- d) Making presentations to concerned authorities on the above.
6. Bid Documents can also be downloaded from the e-Tendering portal [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT) on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website ([www.cochinport.gov.in](http://www.cochinport.gov.in)) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker's Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-XIII
7. 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".
8. The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.080-49352000 / 9605557738.
9. Bids shall be submitted "**online**" strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.
10. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPA, from the e-Tendering portal or CoPA website or CPP Portal before submission of the Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of Bidder etc. duly signed along with the downloaded Documents while submitting the Bid, are liable for rejection. Incomplete Bid Documents may be rejected.
11. All Bids are to be submitted **online only** on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). No Bids shall be accepted off-line (Hard copy).
12. Cochin Port Authority will not be held responsible for any technical snag or network failure during online Bidding. It is the Bidders' responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
13. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD shall be uploaded with the Bid Document while submitting the tender electronically in the e-Tendering Portal. The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards the cost of Bid Document and EMD Declaration and (iii) Power of Attorney, if applicable, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Assignment, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA**, within 3 (THREE) working days

from the Bid Due Date. **Non submission of the original financial instruments towards the Cost of Tender Document and EMD and Power-of-Attorney, if applicable, 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.

14. MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or UdyogAadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost. They are required to submit documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to “Consultancy services”, the Bid will be rejected.
15. The undersigned reserves the right to reject/cancel/postpone any one or all Bids at any stage of the Bid, which will be binding on all Bidders.

**CHIEF ENGINEER**  
**COCHIN PORT AUTHORITY**  
Email : [ce@cochinport.gov.in](mailto:ce@cochinport.gov.in)  
: [coptce@gmail.com](mailto:coptce@gmail.com)

## SECTION-I

### INVITATION FOR PROPOSAL

#### 1. INTRODUCTION

##### 1.1 Background

Lakshadweep is an archipelago consisting of coral islands and reefs. This group of islands comprise of 27 islands, 3 reefs and 6 submerged sand banks, out of which 11 islands are inhabited (including the Island resort of Bangaram). Islands are scattered to the west of Kerala Coast at a distance varying from 200 Kms to 400 Kms in the Arabian Sea. These islands are separated from one another by deep sea and are at an average distance of 60 to 300 Kms from one another. They lie between 8° N to 12° 30' N latitude and between 71° E to 74° E longitude.

The main islands are Andrott, Kavaratti, Agatti, Minicoy, Amini, Kadmat, Kalpeni, Chetlat, Bitra and Kilten. The total land area of the islands is 32 sq. km and total population of the territory is 64,429, according to the 2011 census. Agatti has an airport with direct flights from Kochi.

Lakshadweep islands mainly depend on water transport for movement within the islands and from the mainland. Additionally, there is air service between Agatti and Kochi by flights and helicopter service between islands. Shipping is the only way to connect the islands to one other as well as to mainland for Islanders. Water transport is the only affordable mode of transportation between islands both for passengers as well as cargo. Apart from the construction materials for development works even the essential commodities like ration, POL, medicine, clothing, stationeries, provisions and other essential items required to meet the daily needs of the local people are brought from the mainland. Moreover, the students have to travel for schooling and for pursuing their higher education. Also patients need to travel regularly to main land particularly, Kochi as there is limited medical facility available in the island. Additionally, huge number of tourists also visits Lakshadweep by ship. Shipping services, therefore, is the lifeline of the people of Lakshadweep islands.

All the Islands, except Andrott Island, have shallow water lagoon on the western side and open deep waters on the Eastern side. The lagoons have shallow waters which is not adequate even for the Pablo boat traffic. On the eastern side of the islands, the sea bed is very steep and depth of water is high immediately close to the shore and it is mostly not suitable for construction of breakwater to develop all weather berthing jetties for ships

All inhabited Islands of Lakshadweep are provided with ferry jetties located inside the lagoon on the western side of the islands, whereas two Islands i.e. Andrott and Kalpeni are provided with wharf inside partial breakwater. The jetties constructed inside the lagoons can only handle berthing of low draft crafts like boats, tugs, dump barges etc. As there is draft restrictions, passenger operations are carried out at high sea with small Pablo boats from ship to island and vice versa and the cargo transport is facilitated with the help of dump barges towed by wooden tugs. During low tide the movement of crafts becomes difficult inside the lagoon in most of the islands, leading to delay, unpredictable and lower safety standards in cargo as well as passenger operations.

However, in order to facilitate berthing of bigger ships, deep water jetties are provided in the eastern side at Kavaratti, Agatti, Amini and Minicoy islands, which are operational only during very clam weather and sea conditions. Andaman & Lakshadweep Harbour Works (ALHW) completed construction of these jetties in above



four islands in 2010-12, which still remain to achieve the projected target of safe and all-weather operation of bigger ships. In many islands, bigger ships are attended at outer sea as they cannot come inside the lagoon and no other Port facility is available for this purpose. Normally, in many islands, passengers' operations are carried out at high sea with small Pablo boats from ship to island and vice-versa and cargo with the help of dump barges towed by wooden tugs. These islands receive high rainfall and rough weather is experienced for more than 5 months in a year. During monsoon period (May-September), inter-island movement as well as movement of passengers from mainland also becomes very difficult with almost all passenger and cargo handling in all islands being done at the high seas. This is not only a safety hazard but also reduces efficiency of the assets drastically, thereby increasing the cost of operations. Not only this, due to other reasons the Ship schedules also becomes unpredictable. During monsoon season passenger operations in some of the islands, due to their geographical conditions, become unsafe.

As the sea is the high way to these islands, shipping services assume major role in the development of the islands. At present the Port facilities in the islands are not well developed to the industry standards. In order to cater the above requirements, these inhabited islands should have well developed infrastructures for facilitating all-weather 24x7 unhindered shipping operations and effective and safe passenger handling. In view of this, there is immediate need for providing new Port infrastructures with modern facilities and refurbishing the existing infrastructures presently provided for handling the passenger ships and the cargo vessels.

Lakshadweep Administration has engaged Cochin Port as Project Management Consultants for providing technical support / consultancy services to UTLA in development of Port and Shipping infrastructures and operation in Lakshadweep Islands.

In pursuance of the above, CoPA now proposes to invite Limited Bids from the following consultants empaneled by Indian Port Association (IPA) for Marine Construction works under Categories A, B & C, for the Assignment "Engaging Consultancy Services for providing Port led development works and allied facilities for Lakshadweep Islands:

- (i) M/s. M/s. Royal Haskoningdhv Consulting Pvt. Ltd. Uttar Pradesh.
- (ii) M/s. L&T Infra Engineering, Chennai
- (iii) M/s. Tata Consultancy Services, Mumbai
- (iv) M/s. AECOM India Private Limited, Gurgaon
- (v) M/s. WAPCOS Limited, Gurgaon
- (vi) M/s. Pentacle Consultants (I) Pvt Ltd, Mumbai
- (vii) M/s. Engineers India Limited, Delhi
- (viii) M/s. Grafix Engineering Consultants Pvt Ltd., Delhi
- (ix) M/s. Howe Engineering Project Private Limited, Delhi
- (x) M/s. Worley Parsons India Private Limited, Thane
- (xi) M/s. Voyants Solutions Pvt. Ltd., Gurugram, Haryana
- (xii) M/s. BMT Consultants (India) Pvt. Ltd.
- (xiii) M/s. STUP consultants Pvt. Ltd., Navi Mumbai,
- (xiv) M/s. Sellhorn Technomech Marine and Infrastructure Consult Pvt. Ltd, in association with M/s. Sellhorn Germany, Guntur, Chennai
- (xv) M/s. Spectrum Techno Consultants Pvt. Ltd, Navi Mumbai in consortium with M/s. DY Engineering
- (xvi) M/s. Tractebel Engineering Pvt. Ltd., Gurgaon, Haryana
- (xvii) M/s. RITES Ltd., Gurgaon, Haryana

The Scope of Assignment/duties of the Consultant and other project details shall be as detailed in Appendix-I: Terms of Reference (ToR). **The total duration of the assignment is 9 months**; other details shall be as detailed in Appendix-I:-Terms of Reference (ToR). The entire Assignment shall preferably be completed within the specified period and preferably each sub event shall be completed within the time allotted to perform such events as per ToR.

## 1.2 Request for Proposal / Bid

Cochin Port invites Proposals / Bids for selection of a Consultant for “**Consultancy Services for providing port led developments works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep**” who shall formulate actionable strategies/action plans categorizing them as Immediate (within one year), Short Term (within 3 years) and Long Term (more than 4 years), with an objective of facilitating Lakshadweep Islands into an all-weather 24x7 unhindered shipping operations and effective and safe passenger handling of the country. The CoPA intends to select the Consultant through competitive Bidding from IPA empanelled Consultants, in accordance with the procedure set out herein.

**1.3 Subcontracting** is not permitted for this Assignment.

## 1.4 Due Diligence by the Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by paying a visit to the Lakshadweep Islands and the Project Site and sending written queries to the Authority on or before the date and time specified in **Clause 1.8**.

## 1.5 Cost of Bid Document

The Cost of Bid Document shall be remitted in the form of Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, CoPA from any Scheduled / Nationalised Bank having its branch at Kochi **at the time of submission of Bids** and scanned copy of the same shall be attached with the e-tender.

At the time of uploading, the Bidder shall give an undertaking that no changes have been made in the Bid Document. The Port's Bid Document will be treated as authentic Bid and if any discrepancy is noticed at any stage between the Port's Bid Document and the one submitted by the Bidder, the Port's Document shall prevail. For the discrepancies found at any time, the Bidder shall be liable for legal action.

MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost. They are required to submit documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to “Consultancy services”, the Bid will be rejected.

## 1.6 Validity of the Proposal / Bid

1.6.1 The Proposals / Bids shall be valid for a period of at least 180 (One hundred and eighty) days from the Proposal Due Date (PDD). The CoPA reserves the right to reject any Proposal, which does not meet this requirement.

1.6.2 In exceptional circumstances, prior to expiry of the above Proposal Validity Period, CoPA may, by a request in writing, require the Bidders to extend the period of validity for specified additional periods. Bidders who are willing for such an extension shall have to communicate their acceptance, within the specified time as mentioned in the request made by the Port Authority for validity extension. A Bidder may also refuse the request for extension. However, no claim from such Bidders, whatsoever, concerned with this Bidding, will be entertained by the Port Authority. A Bidder agreeing to the request will not be allowed to modify its Proposal.

### 1.7 Brief Description of the Selection Process

The Financial Quote of only those Bidders who meet the Bid requirements relating to EMD, Cost of Bid Document, Relevant experience, Key Personnel and Undertakings as per **Appendices V to IX** shall be opened. **The selection of the successful Bidder will be based on the Technical and financial evaluation of their bids under Quality and Cost Based Selection methodology, with weightage of Technical and financial score in ratio of 70:30**

### 1.8 Schedule of Selection Process

The Port would endeavor to adhere to the following schedule:

1. Last date for receiving queries/clarifications	:16-04-2022
2. Authority response to queries	:26-04-2022
4. Bid Due Date or PDD	:03-05-2022
5. Opening of the Bid	:03-05-2022
6. Validity of Bids	:180 days

### 1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least sevendays' notice to the nodal officer of Lakshadweep Administration, the details of Officer shall be provided in the pre bid meeting.

### 1.10 Pre-Bid Meeting

- 1.10.1 Online Pre-Bid meeting will be held for the Bid on **19-04-2022**. The Bidders who need clarifications on any specific issue shall inform the **Employer in writing (in editable word/doc/docx format only) on or before 16/04/2022** at the address given in the Clause 1.12 below. No queries/clarifications on Bid Document shall be entertained after this date.
- 1.10.2 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The replies/clarifications/decisions shall be hosted at the Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal without identifying the source of queries.
- 1.10.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 1.10 shall be construed as obligating the Authority to respond to any question or to provide any clarification.

### 1.11 Amendment of Bid Document:

At any time prior to the deadline for submission of Bid, CoPA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda/Amendment.

Any Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the website before submission of Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc. duly signed along with the downloaded documents while submitting the Bid, are liable for rejection. In order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPA may, at its discretion, extend the Proposal Due Date and the Bid extension notice shall be hosted in the websites only.

## 1.12 Communications

1.12.1 All communications including the submission of Proposal should be addressed to :

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
Willingdon Island,  
Cochin – 682 009. Kerala, India.  
Ph:- 91-0484-2666414/2582400/ 2582418.  
Fax:-91-0484-2666414.  
Email: [coptce@gmail.com](mailto:coptce@gmail.com)/ [ce@cochinport.gov.in](mailto:ce@cochinport.gov.in)

1.12.2 The official website of the Authority is <http://www.cochinpot.gov.in>

1.12.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters

**Tender No. : No.T15/T-1963/2022-C**

**Tender Name: Consultancy services for providing port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep.**

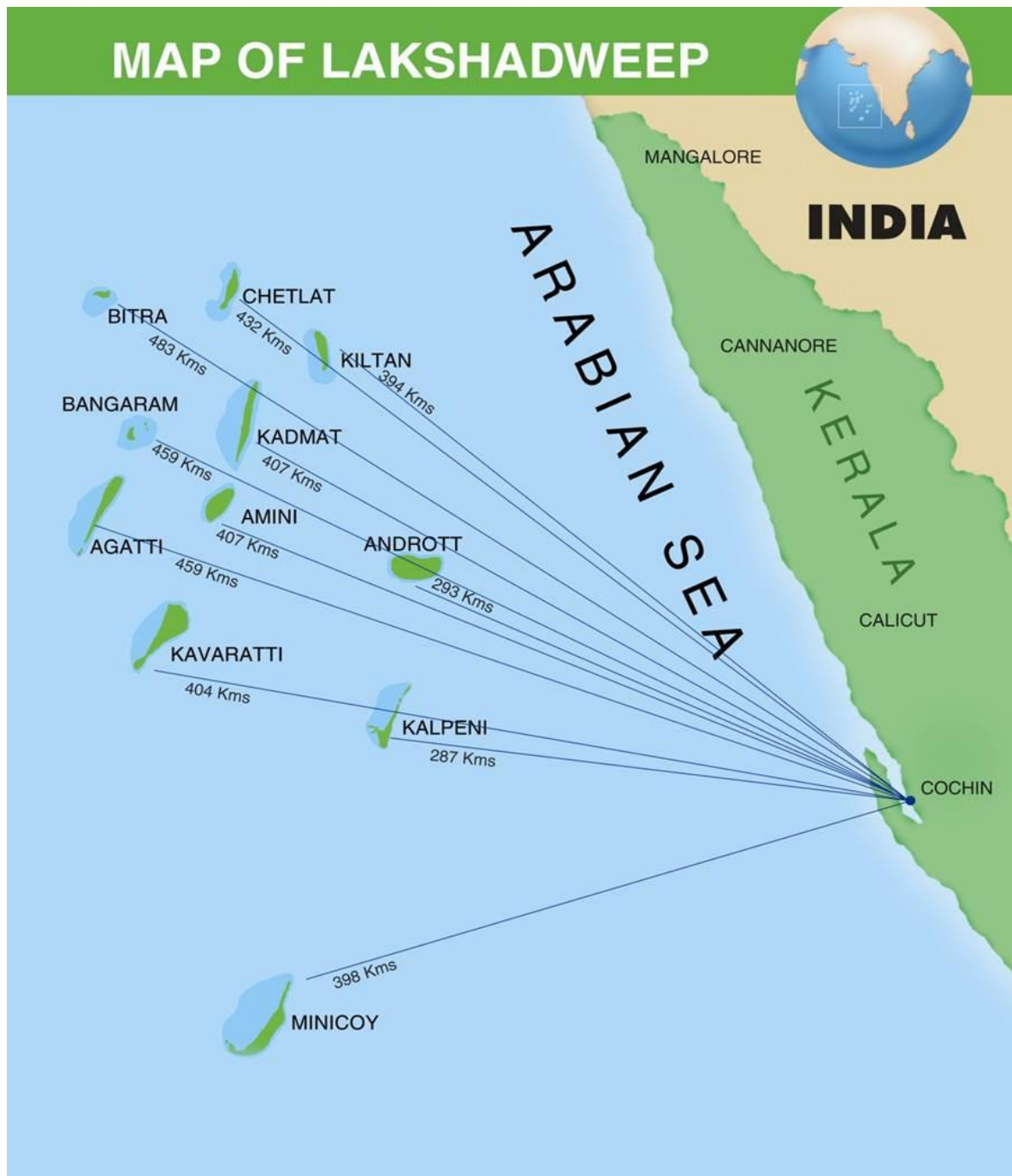
**SIGNATURE OF BIDDER**

## SECTION-2

### 2. SITE INFORMATION

#### 2.1 Project Location

The Lakshadweep group of islands lie on the northern edge of the 2500kms long North-South aligned submarine Lakshadweep Chagos ridge. The ridge rises from a depth of 2000m to 2700m in the Lakshadweep Sea and about 4000 m in the Arabian Sea. The eastern side of this ridge is steeper than the western. The ridge has several gaps, the main being the Nine Degree (90) Channel which separates the atoll of Minicoy from the northern group of islands



It is an archipelago of twelve atolls, three reefs and five submerged banks, with a total of about thirty-nine islands and islets. Out of the thirty-nine islands and islets, ten islands are inhabited islands. The reefs are also atolls, although mostly submerged, with only small sand cays above the high-water mark, which is also un-vegetated

Lakshadweep Island has ten inhabited islands, 17 uninhabited islands, a good number of attached islets, four newly formed islets and five submerged reefs.

The main islands are Kavaratti, Agatti, Minicoy, Amini, Andrott, Bitra, Bangaram, Chetlat, Kadmat, Kalpeni and Kiltan. The total land area of the islands is 32 sq. km and total population of the territory is 64,429, according to the 2011 census. Agatti has an airport with direct flights from Kochi.

The islands of the Lakshadweep are spread in north-south direction; except Andrott, which is spread in east-west direction. Lakshadweep's surface formation consists of coral conglomerate overlying broken pieces of coral and coral sand. All the islands are part of atolls and have lagoons on the west side. There is also a narrow coral reef in the east side of the islands except Andrott which has a very narrow coral reef on the south and west side. The coral reef width of the outer rings of all the atolls except Andrott is around 50 m to 100 m. All the lagoons are saucer shaped and have greater depth in the middle area and shallow depth at both outer reef ring and shore side. The formation of the lagoon on the west side of the islands is due to the direction of wind, which flow from north-west direction to south-east direction particularly in monsoon. While the lagoons are situated in the wind side, the east side of the islands being at the lee side, the width of the coral reef at this side is very narrow (50m to 100 m only).

Lakshadweep is connected to Cochin by sea route. Seven passenger ships operate between various islands & Cochin and it takes 14–20 hours for the passage. Agatti of Lakshadweep is also connected to Cochin by regular commercial flights and it takes around 1 hour 20 minutes.

**SIGNATURE OF BIDDER**

## SECTION - 3

### 3. INSTRUCTION TO BIDDERS

#### A. GENERAL

#### 3.1 Scope of the Proposal

- 3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Document. Bids for providing the required services are invited from the 10 firms indicated in Clause 1.1 empaneled for Marine Construction works under Categories A, B & C by IPA. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this Document.

Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Port through the Selection Process specified in this Bid Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Port's decisions are without any right of appeal whatsoever.

The Bidder shall submit its Proposal / Bid in the form and manner specified in this Bid Document/RFP. The proposal shall be submitted in the form at **Appendix-II** and the Financial Quote shall be submitted in the form at **Appendix-XV in e tender mode only**. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at **Appendix-XI**.

#### 3.2 Conflict of Interest

- 3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project.

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this Assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

#### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor any Associate thereof/any entity affiliated with the Consultant nor their Personnel shall engage, either directly or indirectly, in any of the following activities:

- (i) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

- (ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (iii) at any time, such other activities as have been specified in the Bid as Conflict of Interest.

3.2.4 Guidance Note on Conflict of Interest is given below.

- 1) This Note further explains and illustrates the provisions of **Clause 3.2** of the Bid Document and shall be read together therewith, in dealing with specific cases.
- 2) Consultants should be deemed to be in a Conflict of Interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Consultants should avoid both actual and perceived Conflict of Interest.
- 3) Conflict of Interest may arise between the Authority and a Consultant or between Consultants and present or future Concessionaries/ Contractors. Some of the situations that would involve Conflict of Interest are identified below:
  - a) Authority and Consultants
    - i) Potential Consultant should not be privy to information from the Authority which is not available to others; or
    - ii) Potential Consultant should not have defined the Project when earlier working for the Authority; or
    - iii) Potential Consultant should not have recently worked for the Authority overseeing the Project.
  - b) Consultants and Concessionaires/Contractors:
    - i) No Consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential Concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments; or
    - ii) no Consultant should be involved in owning or operating entities resulting from the Project; or
    - iii) no Consultant should Bid for works arising from the Project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 4) The normal way to identify Conflicts of Interest is through self-declaration by Consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Consultants become aware of them.
- 5) Another approach towards avoiding a Conflict of Interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding Conflicts of Interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Consultant coupled with provision of safeguards to the satisfaction of the Authority.



- 6) Another way to avoid Conflicts of Interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultants drawing up the terms of reference or the proposed Documentation are also eligible for the consequent assignment or project.
- 7) Another form of Conflict of Interest called “scope–creep” arises when Consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Consultants to extend the length of their assignment.
- 8) Every Project contains potential Conflicts of Interest. Consultants should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any Conflicts of Interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any Conflict of Interest arising at any stage in the process.

### **3.3 The Bidder**

Only the 17 Consultants given in Clause 1.1 empanelled by IPA for Marine Construction works under Categories A, B & C, shall be eligible to submit their Bids.

The Bidder shall be registered under GST and shall furnish Documentary evidence in support of valid GST registration.

In the Letter of Submission, the Bidder shall compulsorily indicate two nos. of current active email addresses to which further Bid related communication can be sent by CoPA. All communication from CoPA shall be deemed to have been delivered when the email is sent to the specified email addresses and the date of sending email by CoPA shall be considered as the date of receipt by the Bidder. CoPA shall, in no way, be responsible for the non-receipt of any such communication by the Bidder due to whatever reasons on this account.

### **3.4 Number of Proposals**

No Bidder shall submit more than one Bid for the Consultancy. The Bidder applying individually or as partnership firm or limited company shall not be entitled to submit another application either individually or as a member of any partnership or subsidiary firm/company as the case may be.

### **3.5 Cost of the Proposal**

The Consultant shall be responsible for all of the costs associated with the preparation of its Proposal and its participation in the Bidding process, including subsequent negotiations, site visits etc. CoPA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

### **3.6 Site Visit**

The Bidder is advised to visit and inspect the Project site and obtain for himself on his own responsibility all information that may be necessary for preparing the proposal and entering into a contract, in case of being successful. The site visit shall

be at the Consultant's own expense. Permission, if required, to visit the Port/Project Site will be given on application to:

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
Cochin – 682 009. Kerala, India.  
Tel : 91-0484-2666414, 2666871 Extn:2400  
Fax : 91-0484-2666414  
E-mail:coptce@gmail.com; [ce@cochinport.gov.in](mailto:ce@cochinport.gov.in)

### **3.7 Acknowledgement by Bidder**

3.7.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a) Made a complete and careful examination of the Bid Document;
- b) Received all relevant information requested from the Authority;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the Authority or relating to any of the matters referred to in **Clause 3.6** above;
- d) satisfied itself about all matters, things and information, including matters referred to in **Clause 3.6** herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

3.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid Document or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.8 Right to Reject Any or All Proposals**

3.8.1 Notwithstanding anything contained in this Bid Document, the CoPA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.

3.8.2 CoPA reserves the right to invite revised proposals from Bidders with or without amendment of the Document at any stage, without liability or any obligation for such invitation and without assigning any reason.

3.8.3 Without prejudice to the generality of **Clause 3.8.1**, the CoPA reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified /rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **3.9 Contents of Bid Document**

The Bid Document comprises of the Contents as mentioned in this Document and would additionally include any Addenda/Amendments, if any, issued in accordance with **Clause 3.11**.

### **3.10 Clarifications**

- 3.10.1 The Bidders who need clarifications on any specific issue shall inform the Employer in writing latest by **before 16-04-2021** at the address given in the **Clause 1.10**. No queries/clarifications on Bid Document shall be entertained after this date.
- 3.10.2 The Authority shall endeavor to respond to the queries within the period specified. The replies/clarifications/decisions shall be hosted at the Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal without identifying the source of queries.
- 3.10.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 3.10** shall be construed as obligating the Authority to respond to any question or to provide any clarification.

### **3.11 Amendment to Bid Document**

- 3.11.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at his own initiative or in response to clarifications requested by a prospective Bidder, modify the Bid Documents by issuance of addendum. **Any Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the websites before submission of Bid.**In order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPA may, at its discretion, extend the Proposal Due Date and the Bid extension notice shall be hosted in the above websites only.
- 3.11.2 The Chief Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid Documents prior to the due date of submission of the Bid. Such revisions or amendments or extensions if any, issued by CoPA will be hosted in Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the website before submission of Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Author may, as its discretion, extend the due date for submission of Bid and the Bid extension notice shall be hosted in Cochin Port Authority website [www.cochinport.gov.in](http://www.cochinport.gov.in), e-Tendering Portal and CPP Portal.
- 3.11.3 If there are varying or conflicting provisions made in any Document forming part of the contract, the Chief Engineer, Cochin Port Authority Cochin -682009 shall be the deciding authority with regard to the intention of the Document which will be binding on the Bidder/Consultant.

## C. PREPARATION, SUBMISSION AND EVALUATION OF THE PROPOSAL

### 3.12 Language of the Bid

The Bid submitted by the Bidder and all correspondence and Documents relating to the Bid exchanged by the Bidder and the Employer shall be written in **ENGLISH LANGUAGE**. Any printed literature, other than in English language, shall be accompanied by an English translation, in which case for purpose of interpretation of the Bid, the English translation shall govern.

### 3.13 Format and Signing of Proposal

3.13.1 Bidder shall prepare one set of his Tender excluding Departmental Bid Document including all addenda / corrigenda duly completed and signed, mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power-of-Attorney (in original) authorizing the signatory/s of the Bid shall be enclosed.

3.13.2 If the Bid is made by an individual it shall be signed by his full name and his address shall be given. In the event of the Bid being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper Power-of-Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such Power-of-Attorney to be attached with the Bid which must disclose that the firm is duly registered under Indian Partnership Act. If the Bid is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the Bid satisfactory evidence of the authorisation. In the case of a Limited Company the Bid should be accompanied by the Memorandum and Articles of Association of the Company.

### 3.14 No Alternative Proposals by Bidders

Bidders shall submit offers that comply with the requirements of the Bidding Documents. Alternatives will not be considered.

### 3.15 The Proposal

3.15.1 Bidders shall submit the proposal in the format at **Appendix-II** including list of all Documents accompanying the Bid.

3.15.2 The Proposal shall contain the following:

- (i) Earnest Money Deposit.
- (ii) Cost of Bid Document as indicated in Table **at Clause 2** of Tender Notice or scanned copy of Exemption Certificate.
- (iii) Power-of-Attorney (in original) in favour of signatory(s) to the Bid, duly authenticated by Notary Public (vide **Appendix-III**)
- (iv) Bid Document with all Addenda/Corrigenda duly signed and sealed.
- (v) Details in **Appendix-IV** regarding Corporate Information of the Bidder.
- (vi) Details of Experience in **Appendix V Sheets 1 to 3**
- (vii) The details of the staff/professionals, who will be engaged for the consultancy work (Key Personnel) including their CVs indicating the qualifications, areas of skill, with their previous experience in similar works, shall be submitted along with the Bid in **Appendix- VI: Sheets 1, 2 & 3**.
- (viii) Approach, Methodology and Work Plan for performing the Assignment/Job as per **Appendix- VII**

- (ix) Technical Proposal – Undertaking-I as per **Appendix -VIII.**
- (x) Technical Proposal – Undertaking-II as per **Appendix -IX.**
- (xi) Bank information for e- Payment system as per **Appendix - XII.**
- (xii) Bank Account details of Cochin Port Authority in **Appendix- XIII**
- (xiii) **Undertaking for Financial Quote in the format as per Appendix –XIV.**
- (xiv) Copies of PAN and GST registration

### **3.16 Financial Quote**

- 3.16.1 Applicants shall submit the financial proposal only **in e-tendering mode** in the format at **Appendix-XV** clearly indicating the total cost of the Consultancy in lump sum charges/fees (In Indian Rupees) to be paid by the CoPA for these services/ assignment in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall prevail. This lump sum charges / fees shall be inclusive of all incidentals, overheads, travelling expenses, preparation of reports, expenditure related to presentations to be made during the execution of assignment, sundries/all other expenditure and all taxes levies and duties but excluding GST, for execution of the services as per this Bid Document including the Terms of Reference, amendments, alterations, modifications, if any, to the Bid Document.

**NOTE:**

a) The lumpsum fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in **Clause 5 of ToR** at **Appendix – I.** Income Tax, Professional Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by the CoPA from each invoice. A certificate in this regard shall be furnished by the CoPA. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary Documents in this regard shall be furnished.

b) **The Bidder shall specify the PAN No. allotted to him so that CoPA can ascertain his liability to the Income Tax Department.**

- 3.16.2 ***NO COUNTER CONDITIONS SHALL BE INCLUDED ANYWHERE IN THE BID. CONDITIONAL BID SHALL BE LIABLE FOR REJECTION.***

### **3.17 Submission of Bid**

- 3.17.1 Bid shall be submitted **through e-tender mode** before 15.00Hrs on **00-04-2022.**
- 3.17.2 For online submission, the scanned copies of the Documents as detailed in **Clause 3.18** below need be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).
- 3.17.3 Financial Proposal (Schedule-II) in the provided format shall be submitted only through e-tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT). **In no case shall filled in Financial Proposal (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**
- 3.17.4 Bids shall be submitted “**online**” strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. The Bidders should submit scanned copy of all the required Documents such as DD / Pay Order / Banker’s Cheque towards the Cost of Bid or scanned copy of

Exemption Certificate, EMD, Key Personnel details, etc. through the e-tendering portal.

- 3.17.5 The Bidder shall submit the originals of: (i) DD/ Pay Order/ Bankers Cheque towards the cost of Bid Document, as applicable, (ii) EMD Declaration and (iii) Power-of-Attorney, if applicable, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682009, KERALA within three working days after the bid due date.**
- 3.17.6 **Non submission of the original financial instruments towards Cost of Bid Document, EMD and Power-of-Attorney, if applicable within the above period will lead to disqualification of Bids.**
- 3.17.7 The successful Bidder shall submit original copy of complete Proposal already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the Work.

### **3.18 List of Documents to be submitted:**

- 3.18.1 **List of Documents to be uploaded for online submission of The Proposal:**
- (i) Scanned copy of financial instruments towards Cost of Bid Document or scanned copy of Exemption Certificate, as the case may be.
  - (ii) Scanned copies of **Appendices- I to XIV**, duly signed.
  - (iii) Registration Certificate of the Company.
  - (iv) Copies of PAN and GST registration
  - (v) Proposal Document in PDF format and all addenda/corrigenda duly signed and sealed.
- 3.18.2 **List of Documents to be submitted in original:**
- (i) DD / Pay Order/ Banker's Cheque towards Cost of Tender Document, as applicable.
  - (ii) EMD
  - (iii) Letter of Submission (vide **Appendix-II**)
  - (iv) Power-of-Attorney, duly authenticated by Notary Public (vide **Appendix-III**)

### **3.19 Late Bids**

Bids received after the date and time specified for submission shall not be opened.

### **3.20 Opening of Bids**

- 3.20.1 The Officer inviting the Bid or his duly authorized assistant will open the Bids **online.**
- 3.20.2 **The Proposal: The Proposals** shall be opened in the office of the **Chief Engineer, Cochin Port Authority** after **15.00 Hours** on the last date fixed for receiving the Bids. Submission of Cost of Bid Document and EMD is verified initially. In case the Cost of Bid Document is not deposited or is not in order and EMD is not in order, the Bid will not be opened further and hard copy submitted will be returned.
- 3.20.3 If all Bidders have submitted unconditional Bids together with requisite EMD, then all Bidders will be so informed. If any Bid contains any deviation from the Bids Documents and /or if the same does not contain EMD in the manner prescribed in the Bid Documents and the requirements of Technical evaluation are not met with, then that Bid will be rejected and the Bidder will be informed

accordingly. The Financial Quote submitted in e- mode will not be opened in that case.

#### **3.20.4 Opening of Financial Quote**

If the contents (Cost of Bid Document, EMD, the requirements of threshold Technical Score fulfilled) submitted by the Bidders in the Proposal are in order, only then the Financial Quote of that Bidder will be opened on the same day or any other day as intimated through website. The Bidder's name, the Bid Prices, the total amount of each Bid, any discounts and withdrawals as per the terms of this RFP, and such other details as the Employer may consider appropriate can be seen on the e-tender portal.

#### **3.21 Proposal Evaluation**

Proposals of the Bidders shall be examined in detail for their contents. In the process of this examination, if additional information/clarifications are found necessary, the same shall be sought for furnishing by the Bidder within the specified date, in writing. However the basic proposal shall not be permitted to be changed/ altered either to fulfill Eligibility to Bid or to qualify for meeting the proposal parameters.

#### **3.22 Responsiveness of Proposals**

A responsive proposal is one which conforms to all the requirements of the Bid Document. A proposal shall be treated unresponsive for any or all of the following reasons: -

- (i) Validity of the proposal is not confirmed.
- (ii) Proposal Documents not signed and submitted in full meeting requirements of RFP and not signed and not sealed in the manner prescribed in the Proposal Document.

#### **3.23 Acceptance of Bid**

The Employer does not bind himself to accept the lowest or any Bid and reserves the right to accept any Bid in part or to reject any Bid or all Bids without assigning any reasons whatsoever.

#### **3.24 Currency**

- 3.24.1 The currency for the purpose of the Bid shall be Indian Rupee and all payments due to the consultant under this contract will be made in Indian Rupees only.

### **D. APPOINTMENT OF CONSULTANT**

#### **3.25 Negotiations**

- 3.25.1 The Selected Bidder may, if necessary, be invited for negotiations for exploring possibility of arriving at a reasonable better offer and for re-confirming the obligations of the Consultant under this Bid. Issues such as, understanding of the ToR, methodology and quality of the work plan shall be discussed during negotiations and re-confirmed.
- 3.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Employer.

### **3.26 Substitution of Key Personnel**

- 3.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 3.26.2 The Employer expects all the Key Personnel to be available during implementation of the Agreement. The Employer will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. As a condition to such substitution, a sum equal to 2% (two percent) of the accepted basic cost of the assignment shall be deducted from the payments due to the Consultant for the first substitution. In the case of a second substitution hereunder, such deduction shall be 5% (five percent) of the accepted basic cost of the assignment. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.
- 3.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

### **3.27 Award of Work**

The successful Bidder shall be issued a Letter of Acceptance (LoA) by CoPA either by facsimile or email, which will be subsequently confirmed by Registered Post. This LoA along with written acknowledgment of the successful Bidder/ Consultant shall constitute a Contract between the Consultant and Cochin Port, till the signing of the formal agreement.

### **3.28 Signing of Agreement**

- 3.28.1 The Consultant (successful Bidder) shall execute an Agreement at his expense on Kerala State stamp paper of proper value in the format set out in **Appendix-XI** for the due and proper fulfillment of the Contract within four weeks of date of the Letter of Acceptance by facsimile or email by the Consultant or within such time as extended by the Employer. The consultant shall submit 13 (Thirteen) copies of signed agreement excluding original in bound volume at their own cost.
- 3.28.2 The Date of Commencement of Work shall be reckoned as the actual date on which the Consultant commences the works related to the Assignment OR the seventh day from the date of Letter of Acceptance by facsimile or email by the Consultant, whichever is earlier.

### **3.29 Fraud and Corrupt Practices:**

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Document, the Port shall reject the Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-



estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Bid, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
- (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "undesirable practice" means

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **3.30 Commencement and Completion of Work**

The Consultant shall commence the Work within 7 (seven) days from the date of Letter of Acceptance by facsimile or email, whichever is earlier, by the Consultant and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct. The submission of reports, presentation if any and completion of Work shall be as stipulated in this Bid Document.

**SIGNATURE OF BIDDER**

## SECTION – 4

### 4. GENERAL TERMS & CONDITIONS

#### 4.1 Definitions and Interpretation

4.1.1 The following words and expressions in this Bid Document shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) **“Employer/CoPA/Port/Cochin Port/Board/Authority”** means Board of Major Port Authority for Cochin Port constituted under Major Port Authority Act 2021, having its principal office at W/Island, Cochin-9, India and acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers, so nominated by the Board.
- b) **“Bidder/Consultant(s)/Applicant”** means the person or persons, firm, corporation, Consortium or Company who submits a Bid (Proposal/Tender) for the subject Work.
- c) **“Award Price/Contract Price”** means the sum indicated in the Price Bid/**Financial Quote** submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Bid (Tender/Proposal) Document.
- d) **“Chief Engineer”** means the Chief Engineer of Cochin Port Authority for the time being.
- e) **“Engineer/Officer-In-Charge”** means Dy. Chief Engineer/ Superintending Engineer/ in charge of this Work as nominated by Chief Engineer.
- f) **“Work / Assignment”** means the works to be executed by the Consultants detailed in this Bid Document including Terms of Reference.
- g) **“Date of Commencement of Work”** means the actual date on which the Consultant commences the work related to the Assignment **OR** the seventh day from the date of Letter of Acceptance by facsimile or email by the Consultant, whichever is earlier.
- h) **“Bid Document/ Tender Document/ RFP”** means this Document inviting Bids from the Consultants for the Assignment.
- i) **“Proposal/Bid”** means the Bid Document in response to which the Consultant’s proposal for providing Services was accepted.

#### 4.1.2 Notes

- (i) **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context requires.
- (ii) **Headings:** The headings as mentioned in the Bid Document shall not be taken to be part thereof Bid Document or be taken into consideration in the interpretation or construction thereof or of the Contract.

#### 4.2 General Provisions

##### 4.2.1 Law Governing the Contract

This Contract, its meaning and interpretation and the relation between the Parties shall be governed by the Applicable Law.

##### 4.2.2 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such Party at the address specified below:

The Chief Engineer,  
Chief Engineer's Office,  
Cochin Port Authority,  
Cochin – 682 009, Kerala, India.  
Tel : 91-0484-2666414, 2666871 Extn:2400  
Fax : 91-0484-2666414  
E-mail: ce@cochinport.gov.in, [coptce@gmail.com](mailto:coptce@gmail.com)

### **4.3 Earnest Money Deposit/ Proposal Security (EMD)**

4.3.1 Each tender should be accompanied by an Earnest Money amounting to Rs. 1,00,000.00 (Rupees one lakh only) EMD shall be deposited /furnished either through Demand Draft/ Pay Oder / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority from any Nationalized Bank / Scheduled Bank in India. Any bid not accompanied by an acceptable Bid Security shall be treated as Non-responsive and shall be rejected by the Employer.

#### **4.3.2 Forfeiture of Bid security / EMD**

Bid Security/EMD will be forfeited in the following cases:

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) The Bidder does not accept the correction of the Bid Price pursuant to any arithmetical errors.
- (c) In case of a successful bidder fails
  - (i) to commence the work, within the specified time limit
  - (ii) to sign the Agreement or furnish the required Performance Security within the specified time limits

### **4.4 Discount on delay in completion**

4.4.1 In case of delay in completion of Services as per the schedule prescribed in the Bid Document for each event as specified at Clause 5 of the ToR, discount of 0.2% of total contract price per day, subject to a maximum of 10% will be imposed. However in case of delay due to reasons beyond the control of the Consultant, suitable extension shall be granted.

### **4.5 Care and diligence**

4.5.1 The Consultant shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Employer for the proper, timely, efficient and effective execution of their duties.

4.5.2 The Consultant shall perform the Work in a professional manner, using sound engineering and design principles and management and supervisory procedures, and in accordance with the standards employed by leading international engineering firms in the field. By submitting the Bid, the Consultant represents that it has the required skills and capacity to perform the Work in the foregoing manner.

## **4.6 Taxes & duties**

- 4.6.1 The Bidder and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Bidder at the rate of 2% plus surcharge or such other rates as may be specified by the Central Government from time to time, on the gross amount of the Consultant's bill for payment.
- 4.6.2 The Bidder shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

## **4.7 Confidentiality**

The Consultant shall treat all the Documents and information received from CoPA and all other related Documents/communications including the Documents prepared by the Consultant as part of this consultancy work in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not divulge any such information unless CoPA authorizes the Consultant in advance in writing. Further, the Consultant shall return all the Documents received from CoPA from time to time after completion of the Work related to those Documents.

## **4.8 Suspension of Work**

If any of the following events shall have happened and be continuing, then CoPA may, by written notice to the Consultant, suspend in whole or in part, payment due thereafter to the Consultant under the Contract:

- a) A default shall have occurred on the part of the Consultant in the execution of the Contract.
- b) Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in **Clause 4.11** to successfully carry out the Work or to accomplish the purpose of the Contract.

## **4.9 Termination of Work**

### **4.9.1 Termination of Work by CoPA**

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:

- a) Any of the conditions referred to in **Clause 4.11** 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.
- b) In any event, CoPA may terminate the Contract at any time by giving not less than two weeks prior notice to the Consultant.

### **4.9.2 Termination of the Work 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 15 (fifteen) 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 15 (fifteen) days prior written notice thereof.

#### **4.10 Termination Procedure**

- a) Upon termination of the Contract under **Clause 4.9** or receipt of notice of Termination under Clause 4.9.1 giving notice of termination under Clause 4.9.2, the Consultant shall take immediate steps to terminate the Work in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

#### **4.11 Force Majeure**

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues.
- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause (a) above or delays arising from such event.
- c) The term —Force Majeure as employed herein, shall mean —Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Pandemics, Land Slides, Earth Quakes, Storms, Lightning, 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.
- d) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's associates/affiliates or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

#### **4.12 Dispute between the Consultant and Cochin Port**

The settlement of disputes and arbitration shall be dealt as below.

##### **4.12.1 General**

Except where otherwise provided in the Contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same

whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

If the Consultant considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Consultant is dissatisfied with the instructions or decision of the Engineer, the Consultant may, within 15 days of the receipt of Engineer's decision, appeal to the Chairman who shall afford an opportunity to the Consultant to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairman shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision then:

- a) The Dispute in respect of contract of value upto Rs. 1 crore shall not be referred for adjudication through arbitration and
- b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration as follows :
  - i) The Parties together shall appoint a Sole Arbitrator by mutual consent to resolve the dispute as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the Parties to the Agreement subject to as amended from time to time or any statutory re-enactment thereof for the time being in force. The Arbitrator may, with the consent of the Parties extend the time, from time to time, to make and publish award as the case may be.
  - ii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- c) If the value of the Contract is above Rs.5 crores, the Consultant shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof

- d) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Authorities inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

4.12.1.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the

notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

- 4.12.1.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 4.12.1.3 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.
- 4.12.1.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 4.12.1.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 4.12.1.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 4.12.1.7 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

#### **4.12.2 Settlement of Disputes through Conciliation**

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairman of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending/new cases. Recourse to such conciliation shall be open before, during or after the arbitration proceedings. The award of the Conciliation Committee/Council, if agreed by both the parties, shall then be placed for consideration of the Board of Major Port Authority for Cochin Port constituted under Major Port Authority Act 2021 subject to the delegation of powers.

#### **4.13 Completion Certificate**

A completion certificate shall be issued by the Employer on completion of all the tasks and submission of all Reports/Documents as indicated in the Bid Document, to the satisfaction of the Employer.

#### **4.14 Obligations of the Consultant**

##### **4.14.1 Documents prepared by the Consultant to be the Property of the Employer**

All plans, drawings, specifications, designs, reports and other Documents and software submitted by the Consultant under this Contract shall become and remain the property of the Employer, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such Documents to the Employer. The Consultants may retain a copy of such Documents. However, the Consultant shall not use these Documents for purpose unrelated to this Contract without prior approval of the Employer.

##### **4.14.2 Limitation of liability of the Consultant**

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 the CoPT as a result of a default in the designs, specifications, contract drawings and execution of the works. The total liability of the Consultant under the Contract is limited to the fees received by the Consultant under the contract. The liability of the Consultant, if any, shall expire on satisfactory completion of the assignment. 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

#### **4.15 Facilities to be made available to the Consultant**

The Cochin Port Authority would provide access to Documents and data relating to the Lakshadweep Islands as per availability but may not be exhaustive, that may be reasonably needed for the proposed assignment of the Consultant.

#### **4.16 Performance Security**

- 4.16.1 Within 21 (twenty one) days of date of the Letter of Acceptance from CoPA, the Successful Bidder shall furnish to the CoPA a Performance Security for satisfactory completion of the assignment, in the form of a Bank Guarantee of a Nationalized/Scheduled Bank, operating in India, for an amount equivalent to 3% of the Award Price / Contract Price as per the draft annexed at **Appendix-X** to the Bid Document. Failure of the Successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Contract and suspension of the Bidder from participating in the Bids invited by Cochin Port Authority, for a period of Two years from the date of such Suspension Order. The Performance Security shall remain in force till 30 days after the satisfactory completion of the Contract and will be discharged thereafter subject to the condition stated therein. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

#### **4.17 Insurance to be taken by the Consultant in joint names between Consultant and Board of Major Port Authority for Cochin Port**

The Consultant: (i) shall take out and maintain, and shall cause to take out maintain, at their own cost, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been paid. The risks and the coverages shall be as follows:

- (a) Workers' Compensation Insurance in respect of the Personnel of the



Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

#### **4.18 Safety Measures**

The Consultant shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract. The expenses if any, incurred by CoPA on the above will be recovered from the Consultant from any amount that may be due from CoPA to the Consultant. If any accident or injury or death is sustained by any worker, the Consultant should immediately take necessary action for providing medical aid at his own cost and inform the concerned Employer and the authorities of concerned Police station of Lakshadweep Island / Kochi City Police about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

#### **4.19 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.

#### **4.20 Bids with Conditions**

Bids which do not fulfill all or any of the above conditions or which contain any other condition of any sort including conditional rebates or are incomplete in any respect shall be summarily rejected. Such bids shall be entered in the bid opening register but their rates shall neither be read out nor entered in the register. Only a remark mentioning the reason of rejection in brief shall be appended against such entry.

**SIGNATURE OF BIDDER**

**SECTION – 5**

**5. PROPOSAL EVALUATION**

**5.1 General**

5.1.1 Evaluation of Technical Bid will be based on the following parameters:

**TABLE 5.1**

Parameter	Maximum Technical Score	Minimum Aggregate Score for Short Listing
a) Relevant Experience	40	70
b) Skill and competency of Team	40	
c) Approach , Methodology & Work Plan	20	
Total Technical Score	100	

5.1.2 The maximum achievable Total Technical Score for every Bidder would be 100. To be technically qualified, the consultants/agency would need to secure a minimum of 70 % marks.

**5.2 Evaluation of the Proposal**

5.2.1 The technical proposal will be evaluated as per the following criteria

**TABLE 5.2**

Sl. No.	Description	Marks
1.	Past experience in consultancy in the relevant field in terms of no. of completed assignments.	<b>40</b>
1.1	Past relevant experience of consultancy in terms of no. of completed assignments in projects of Port planning/ development which would include Marine Structures and /or on shore and off shore jetties / Terminals, Floating jetties, cargo handling system, warehousing, conveyors etc. Project cost shall not be less than Rs. 30 Crores.  ( <b>Max.Marks-20</b> ) No. of Assignments : 2 (5 marks) No. of Assignments : 4 ( 10 marks) No. of assignments : 5 and above (20marks)	
1.2	Past relevant experience of consultancy in terms of no. of completed assignments for Consultancy services of projects in Green field Port development / Brownfield Port development and upgradation / Portled master planning. Project cost shall not be less than Rs. 30 Crores.  ( <b>Max.Marks-10</b> ) No. of assignments: 2 (5 marks) No. of Assignments : 4( 8marks) No. of assignments : 5 and above ( 10marks)	

1.3	<p>Past relevant experience of consultancy in terms of no. of completed assignments for Consultancy services in Development of Islands. Project cost shall not be less than Rs. 30 Crores.</p> <p><b>( Max.Marks-10)</b></p> <p>No. of assignments :1 (6 marks) No. of Assignments :2 (10marks)</p>	
<p>Note: Marks will be awarded based on completion certificates of assignments of consultancy, enclosed along with the Technical proposal.</p>		
2	<b>Skills &amp; Competencies of Team *</b>	<b>40</b>
2.1	<p><b>Team leader's qualification and Experience (Max. Marks - 15)</b></p> <p><b>Minimum Qualification:</b> Post Graduation in Port Planning / Ocean Engg./ Marine Structures / Civil Engineering with Marine structures Minimum experience: 20 years in the field of Port Planning / Development / Port Upgradation and modernization projects and should have completed at least one such project, costing more than Rs. 30 crores.</p> <p>No. of projects completed : 1 (10 marks) No. of projects completed : 2 (20marks)</p>	15
2.2	<p><b>Specialist for Port Infrastructure (Max. Marks. 10)</b></p> <p>Minimum qualification – Post Graduation in Civil Engg. with Marine Structures /Ocean Engg. with onshore and offshore structures / Environmental Engg with Degree in Civil Engg. Minimum experience: 10 years in the field of Master Plan Development /Port Infrastructure Planning/ Port upgradation planning and should have completed at least one such project, costing more than Rs. 30 crores</p>	10
2.3	<p><b>Specialist for Energy Management / Mechanisation of berths (Max. Marks. 10)</b></p> <p>Minimum qualification – M Tech. in Electrical Engg./ Energy Management/ Mechanical Engg. Minimum experience : 10 years in the field of preparation of sustainable development /Renewable energy plan/ Mechanisation of berths and should have completed at least one such project, costing more than Rs. 30 crores Maximum mark will be allotted - 8 (Eight) Additional two marks will be allotted if the incumbent possess certificate on Diploma or higher in Industrial Safety</p>	10
2.4	<p><b>Finance Specialist (Max. Marks. 10)</b></p> <p>Minimum qualification – MBA (Finance)/CA/ICWA Minimum experience: 7 years in the field of Financial Management for projects and should have completed at least one such project, costing more than Rs. 30 crores.</p>	5
<p><b>* 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.</b></p>		

3	Approach, Methodology & Work Plan Proposed & Presentation To asses experience and capabilities of handling similar projects as consultants and to evaluate the consultant regarding their understanding and preparedness for the present assignment. The entire bidder has to submit Power Point Presentation on this before UTLA and CoPA.	<b>20</b>
<b>Total</b>		<b>100 Marks</b>

**Explanatory notes:**

- a) The team should constitute of minimum 4 members including the Team leader.
- b) Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation /selection criteria

**5.2.2 Relevant experience (Max. Score 40)**

Experience of the Bidder would be measured in respect of Eligible Assignments as defined below. Every Bidder has to provide details in respect of eligible assignments undertaken by him as per the format set out in **Appendix-V Sheet 1 to 3**. The Bidder, if found to have experience, the scores shall be assigned to the bidder as detailed in the **Table 5.2** above.

**Eligible assignments:**

The following projects shall be deemed as Eligible Assignments for the purpose:

- (i) Consultancy services for projects of Port planning/ development which would include Marine Structures and /or on shore and off shore jetties / Terminals, Floating jetties, cargo handling system, warehousing, conveyors, etc.
- (ii) Consultancy services in projects of Green field Port development / Brownfield Port development and upgradation / Port led master planning
- (iii) Consultancy services in Development of Islands
- (iv) Project cost shall not be less than Rs. 30 Crores.

**5.2.3 Skill and Team Composition ( Max. Score : 40)**

The Bidder shall provide details in respect of the key personals proposed to be associated as Team members in providing the services to CoPA. Out of the Team members thus nominated, the Bidder has to nominate one personnel as Team Leader who will coordinate the team. The team should constitute of minimum 4 members including the Team leader. A Proposal may be rejected if the Team Leader scores less than 70% of max. marks assigned to him. The above Team members would need to be involved in providing the Services and they would need to be present at all important meetings with CoPA

Every Bidder has to provide the list of the key personnel nominated by him along with their Curriculum Vitae indicating details like educational qualifications, past experience, publication of papers, etc. signed in blue ink by the respective Personnel and countersigned by the Bidder. The CVs shall contain an undertaking from the respective Key Personnel about his/her association for the assignment during the period specified in the Bid. Photocopy or unsigned / countersigned CVs shall not be accepted

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-VI Sheet 1** enclosing certified copy of certificates / testimonials therewith to prove the experience. CoPA would assign an appropriate score to each of the personnel based on the number of assignments handled by him. The aggregate score of the personnel nominated by a Bidder shall constitute the Skill and Competency score of the Team for that Bidder

Bidders shall indicate the status of the personnel (Team leader and Team members) nominated (whether in the permanent pay roll of the Bidder or outsourced) in the format set out in **Appendix-VI Sheet 2**. The Bidders who propose to deploy outsourced personnel(s) as against the requirement will have to furnish documentary evidence of their willingness to work for the assignment together with the Bid. Outsourced personnel shall be eligible for only 75% credit of the respective scores assigned against each of the team members

The Team Leader shall be the single point contact from the Consultants side and all correspondence on this assignment with the Consultants shall be with the Team leader only. The Team Leader shall be available for all meetings with CoPA

#### **5.2.4 Approach, Methodology, work plan and Presentation ( Max. Score : 20)**

The Bidder shall furnish together with his Bid a write up on the recommended approach and proposed methodology and work plan for the implementation of the services as per the format set out in **Appendix-VII** which shall be covered in 3-5 pages.

CoPA reserves the rights to invite the Bidder to make a presentation covering the details of the proposal to the CoPA/ UTLA.

#### **5.2.5 Total Technical Score**

The Total Technical Score of any Bidder would be an arithmetic sum of the Scores obtained by the Bidder in respect of the parameters stated above viz. Relevant Experience, Skill and competency of Team and Approach Methodology & Work Plan. **Any Bidder who achieves a minimum total technical score of 70 (Threshold experience Score) would be deemed to have technically qualified for the next Bidding stage viz. Financial Bid Stage** and shall be ranked from highest to the lowest on the basis of their total technical score (Tn). The financial proposals of only the technically qualified consultants will be opened.

#### **5.2.6 Evaluation of Financial Quote.**

In the second stage, the financial evaluation will be carried out as per this Clause 5.2.6. Each Financial Proposal will be assigned a financial score (Fn).

For financial evaluation, the basic cost inclusive of all taxes, duties, levies, etc., but excluding GST as indicated in the Financial Proposal, will be considered.

The Employer will determine whether the Financial Proposals are complete, qualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the technically qualified bidders). The financial scores of other proposals will be computed as follows:

$$\text{Financial Score of a Bidder (Fn)} = \frac{\text{Financial Bid of L1}}{\text{Financial Bid of the Bidder}} \times 100$$

#### **5.2.7 Combined Evaluation**

The Technical and Financial score secured by each bidder will be added using weightage of 80% and 20 % respectively to compute a Composite Bid Score. Proposals will finally be ranked according to their combined technical (Tn) and financial (Fn) scores as follows:

$$\text{Bn} = (\text{Tn} \times \text{Tw}) + (\text{Fn} \times \text{Fw})$$

Where **Bn** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.80** and **0.20** respectively.

The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws, or fails to comply with the requirements, as the case may be

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of contract.

In the event the composite bid scores are 'tied' the bidder securing the highest financial score will be adjudicated as the Best Value Bidder for award of the Assignment.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

**SIGNATURE OF BIDDER**

## APPENDICES

### Appendix-I

#### Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep

#### TERMS OF REFERENCE (ToR)

##### 1. BACKGROUND:

Lakshadweep is an archipelago consisting of coral islands and reefs. This group of islands comprise of 27 islands, 3 reefs and 6 submerged sand banks, out of which 11 islands are inhabited (including the Island resort of Bangaram). Islands are scattered to the west of Kerala Coast at a distance varying from 200 Kms to 400 Kms in the Arabian Sea. These islands are separated from one another by deep sea and are at an average distance of 60 to 300 Kms from one another. They lie between 8<sup>0</sup> N to 12<sup>0</sup> 30' N latitude and between 71<sup>0</sup> E to 74<sup>0</sup> E longitude.

The main islands are Kavaratti, Agatti, Minicoy, Amini, Andrott, Bitra, Bangaram, Chetlat, Kadmat, Kalpeni and Kiltan. The total land area of the islands is 32 sq. km and total population of the territory is 64,429, according to the 2011 census. Agatti has an airport with direct flights from Kochi

The traditional occupation of the people of these islands is fishing and coconut cultivation. Shipping is the only way to connect the islands to one other as well as to mainland. Lakshadweep islands mainly depend on water transport for movement within the islands and from the mainland and it is the only affordable mode of transportation between islands both for passengers as well as cargo. Apart from the construction materials for development works even the essential commodities like ration, POL, medicine, clothing, stationeries, provisions and other essential items required to meet the daily needs of the local people are brought from the mainland. Moreover, the students have to travel for schooling and for pursuing their higher education. Also patients need to travel regularly to main land particularly, Kochi as there is limited medical facility available in the island. Additionally, huge number of tourists also visits Lakshadweep by ship. Shipping services, therefore, is the lifeline of the people of Lakshadweep islands.

Though the Lakshadweep islands presently have transport limitation, there is high potential in the following sectors.

**Tourism:** Lakshadweep, being group of exotic islands, has beautiful beaches, serene and peaceful ambiance, which makes it a complete tourist destination. The period from September to February is the best time to visit Lakshadweep Islands, as the climatic conditions remain pleasant (between 20-30<sup>0</sup>C). However, there is ample scope for round the year Tourism activities and opportunities in the islands.

**Coconut and by-products:** An area of 2674 hectare is under coconut cultivation in Lakshadweep with coconut production of 35292 Nos per hectare. Since coconut cultivation in Lakshadweep is 100% organic, there is high potential for the coconuts related in the market, including export market.

**Fishing:** Lakshadweep, being the only coral atolls of India, has unique geographical features having vast lagoon area of 4,200 Sq. Kms, Territorial waters of 20,000 Sq. Km, Exclusive Economic Zone (EEZ) of 4,00,000 sq Kms and coastal line of about 132 Kms. The sea area around Lakshadweep is rich in fishery resources, mainly Tuna. The estimated potential in this regard is more than one lakh tons of Tuna & Tuna like fishes and about an equal quantity of Shark. The present annual production is about 12,000 tons, which is hardly 5% of the total potential. About 80% of the total Fish landed in Lakshadweep is Skip Jack Tuna, 60% of the total landing is converted to dried

products and about 40% goes for local consumption. Other than the Skipjack Tuna, no fish is caught on commercial basis. The supply chain of fresh Tuna as well as processed fisheries products has huge commercial potential including potential for export to EU and far East markets. Therefore, there is ample scope for export of fish and its products from Lakshadweep.

**International shipping:** Minicoy is reputed for its light house built in 1885 and it largely serves the Merchant Ships passing through the international sea route between the Gulf Countries and Sri Lanka & Far East. About 80% of the male population in Minicoy is engaged in Merchant Shipping as seamen. The island being in the international shipping route has very high potential to develop as an international Port with bunkering facilities, Ship Chandelling etc. as well as a favourite crew change destination and can also fetch direct international market for fisheries sector.

However, to tap on and harness the real potential, transportation and logistics become the main stay. At present the Port facilities in these islands are still not developed to the industry standards, due to which the Administration has to own and operate ships and barges, because the shore facilities available cannot handle standard Merchant Ships.

All the Islands, except Andrott Island, have shallow water lagoon on the western side and open deep waters on the Eastern side. All islands except Andrott are in NE to SW alignment, Andrott is with East-West alignment. In all the islands, port infrastructure is developed in the western side inside shallow lagoon, which is the only available protected area in most of the islands for shipping operations.

Due to peculiar geography of the islands, there are limitation in providing Port and Harbour infrastructure. The lagoons on the western side of the islands have shallow waters which is not adequate even for the Pablo boat traffic. On the eastern side of the islands, the sea is very deep immediately from the shore and is exposed to the disturbances in the sea in monsoons

All inhabited Islands of Lakshadweep are provided with ferry jetties located inside the lagoon on the western side of the islands, whereas two Islands i.e. Andrott and Kalpeni are provided with wharf inside partial breakwater. The jetties constructed inside lagoons in western side of islands can only handle berthing of low draft crafts, like boats, tugs, dump barges etc. for passenger and cargo operations from ship to shore. Regular silt clearance (maintenance dredging) of entrance channel and jetty areas are being carried out, but maximum draft inside the lagoon area remain at 1.80mtrs, which is nearly safe for operation of low draft boats/crafts. Due to this draft restriction in western side jetties, low draft High Speed Crafts berth at jetties inside lagoon jetties only at Kavaratti, Andrott, Kalpeni and Minicoy islands, whereas in all other islands operation is carried at out sea by small boats. The movement of crafts during low tide becomes difficult inside lagoon in most of the islands which leads to delay, unpredictable and unsafe cargo as well as passenger operations.

However, in order to facilitate berthing of bigger ships, deep water jetties are provided in the eastern side at Kavaratti, Agatti, Amini and Minicoy islands, which are operational only during very clam weather and sea conditions. Andaman & Lakshadweep Harbour Works (ALHW) completed construction of these jetties in above four islands in 2010-12, which still remain to achieve the projected target of safe and all-weather operation of bigger ships. In many islands, bigger ships are attended at outer sea as they cannot come inside the lagoon and no other Port facility is available for this purpose. Normally, in many islands, passengers' operations are carried out at high sea with small Pablo boats from ship to island and vice-versa and cargo with the help of dump barges towed by wooden tugs. These islands receive high rainfall and rough weather is experienced for more than 5 months in a year. During monsoon period (May-September), inter-island movement as well as movement of passengers



from mainland also becomes very difficult with almost all passenger and cargo handling in all islands being done at the high seas. This is not only a safety hazard but also reduces efficiency of the assets drastically, thereby increasing the cost of operations. Not only this but due to other reasons the Ship schedules also becomes unpredictable. During monsoon season passenger operations in some of the islands, due to their geographical conditions, become unsafe.

As the sea is the high way to these islands, shipping services assume major role in the development of the islands. At present the Port facilities in the islands are not well developed to the industry standards. In order to cater the above requirements, these inhabited islands should have well developed infrastructures for facilitating all-weather 24x7 unhindered shipping operations and effective and safe passenger handling. In view of this, there is immediate need for providing new Port infrastructures with modern facilities and refurbishing the existing infrastructures presently provided for handling the passenger ships and the cargo vessels. In view of above, it has become necessary to carry out a detailed study to improve the port and shipping service in Lakshadweep Islands.

UTLA has launched various developmental programs for port led prosperity and also strategic initiatives to modernize various Ports within Lakshadweep, so that port-led development can be augmented, coastlines and hinterland can be developed to contribute in growth of the Union territory. Lakshadweep Administration is making efforts in transforming the existing Ports into modern world class Ports and integrate the development of the Ports and adjoining areas, other commercial activities and efficient logistics systems through road and coastal waterways resulting in Ports becoming the drivers of economic activity.

Union Territory of Lakshadweep Administration(UTLA) has engaged Cochin Port Authority(CoPA) as Project Management Consultants for providing technical support / consultancy services to UTLA in development of Port and Shipping infrastructures and operation in Lakshadweep Islands. A Memorandum of Understanding is being executed between UTLA and CoPA for the purpose of providing consultancy on port operations and upgrading the shipping infrastructure in UTL, particularly on future projects to be taken up and for effective utilization of existing infrastructure in UTL.

Various Developmental activities are mainly related to the Marine infrastructure development and efficient shipping operations at all the islands of Lakshadweep in general and the islands as determined by UTLA, as per its priority list including Minicoy, Kavaratti, Agati, Andrott, Kalpeni, Kadmat, Chetlet, Bitra, Kiltan, Amini, Bangaram, Thinnakara, Cheriya, Suheli and Peremulpar. The developmental activities in the islands shall be synchronized with the identified locations including old Mangalore Port, Cochin Port and Beypore Port at mainland which are incidental to streamlining of shipping activities and have an impact on smooth Shipping operations in the Lakshadweep islands.

To move forward in this direction, CoPA intends to avail the services of a competent, well experienced and reputed firm/group with a team of multi-disciplinary professionals and proven capabilities in this field (Consultant) for "Consultancy services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep with the objective, vision and Scope of Work (TOR), as detailed below.

## 2. OBJECTIVE AND VISION:

**Objective:** The Consultant is expected to work in close co-ordination with CoPA and UTLA to formulate actionable strategies/action plans categorizing them as Immediate (within one year), Short Term (within 3years) and Long Term (more than 4 years), with

an objective of facilitating Lakshadweep Islands into an all-weather 24x7 unhindered shipping operations and effective and safe passenger handling of the country.

**Vision:** To design Master Plan for the five islands Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy of Lakshadweep for (i) achieving safe, efficient and effective operation of port and shipping services by upgrading the shipping infrastructures on both onshore and offshore in Lakshadweep Islands, particularly on the future projects to be taken up and for effective utilization of existing infrastructure and ensuring 24x7 operations of shipping services in all islands and (ii) identifying and utilizing the potential areas of various sectors in all islands in an efficient and effective manner on balancing cultural, ecological and economic growth of the region/stakeholders

### **3. SCOPE OF WORK :**

The Scope of Work under the proposed Assignment shall mainly include the following but not limited to:

- a) Conducting the Existing / Situational Analysis which includes Base data collection and site visits; Collection and Review of existing master plans, development plans, land use plans, and other reports on the existing scenario, facilities, infrastructure and other related matters, of the island area.
- b) Stakeholders Consultations and Analysis which includes consultation with UTL government officials, departments and other concerned state and central organizations,
- c) Preparation of quantifiable/measurable steps/Action Plans, aligning with the existing Master Plans/ Vision Documents of UTLA along with cost estimates of Project Proposals, Infrastructure required to achieve the set goals within a stipulated time frame, categorizing it into Immediate, Short Term and Long Term.
- d) Making presentations to concerned authorities on the above.

The overall Scope of Work shall include, but not be limited to the following:

#### **3.1. Existing/Situational Analysis:**

- a) Base data collection and site visits for assessing the prevailing site conditions, locational advantages, linkages/access, land use, existing port infrastructure/facilities and the overall environment, from primary and secondary sources.
- b) Collection and Review of existing master plans, development plans, land use plans, and other reports on the existing port infrastructures, facilities, infrastructure and other related matters, of the islands.
- c) Preparation of a set of case studies of successful island development and implementation by various similar countries across the globe.
- d) Assessment of required Port led Infrastructure for achieving safe, efficient and effective operation of port and shipping services in inhabitable islands by upgrading the shipping infrastructure in Lakshadweep Islands, particularly on the future projects to be taken up and for effective utilization of existing infrastructure.
- e) Assessment of the possibilities of availing Central Financial Assistance /State Financial Assistance/PPP investments for the envisaged development and providing due assistance for the same.

#### **3.2. Stakeholder Consultations and Analysis**

Consultation with government officials, departments and other concerned local state and central organizations, reputed local planners/developers/architects/populace and such other stakeholders, about issues related to development expectations, offerings, needs and reflection on current conditions, Hospitality conditions in and around tourist area, Connectivity, Affordability, Promotions and awareness.

### 3.3. Preparation of Action Plans and Proposals

- a) Preparation of quantifiable/measurable steps/Action Plans, aligning with the existing Master Plans/ Vision Documents of Port, State & Country, along with cost estimates of Project Proposals, Infrastructure required to achieve the set goals within a stipulated time frame, categorizing it into Immediate, Short Term and Long Term in line with Sagarmala vision and other relevant vision of UTLA/Govt. of India.
- b) Preparation of detailed Master plan of Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy islands of Lakshadweep.

The Master Plan for Lakshadweep Islands should be both economically and environmentally sustainable, integrating seamlessly with the habitats of Lakshadweep, the vast biodiversity spanning various topographies and protected environments of the reefs, lagoons and the islands, marine ecology and communities living within and bordering its precincts.

The master plan of each island shall be prepared covering the following:

- (i) Analyze the existing operational issues at Eastern and Western jetties and provide recommendations for efficient integration of the existing marine infrastructure proposed development works, with cost implication.
- (ii) Development of new infrastructures for Port and Shipping sector in Lakshadweep islands for safe, secure and seamless movement of men and material in and out of the islands.

The facilities shall cater for multipurpose seafront usage for handling vessel traffic pertaining to Passenger, General Cargo, POL, Liquids including UTLA vessels and MSVs & Gas pipelines and integrating proposed/ existing Eastern and Western facilities with protection possibly by suitable breakwaters or similar wave attenuation systems for safe, secure and seamless inwards and outwards movement of men/users and material including all passenger facilities

- (iii) Development of Port /Shipping infrastructures under Sagarmala scheme
  - Study the feasibility for development of infrastructures in eastern and western side of islands
  - Preparation of Detailed Project Report including Detailed Design and Engineering and Estimate for submitting the proposals to Ministry for funding and approval of the projects
  - DPR for Development of Multi Modal jetties in eastern and western side of islands as per the feasibility in five Lakshadweep Islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy have to be prepared in the format of Sagarmala schemes and submitted to Ministry for funding under Sagarmal scheme. Multi modal jetties are proposed to take care of all the requirements with respect to berthing of all types of ships, barges, boats and crafts, seaplane service with all facilities for fishermen, passenger, petroleum product, cargo, food grains and separate floating jetty for seaplane. These jetties shall also provide safe harbour for fishing boats with fish landing facilities.
- (iv) Development of allied facilities in islands such as Reclamation of land utilising dredged materials, Providing adequate permanent rubber fenders and bollards in the jetties, Providing mooring buoys, Development of landing area for sea plane to boost tourism, Providing passenger cum cargo handling equipment like mechanized ladder and crane, High Mast and Lighting facilities in the jetty, Passenger terminal in each jetty to be used as shelter during emergency/ disaster., Construction of shed on the shore for container stuffing and de-stuffing, Construction of Sheds for storing of general cargo and accommodating workshops, Development of boat building yards / repair

facilities, Hover craft landing area and shed etc.

- (v) Upgrading physical and social infrastructure in the islands like Rain water harvesting system, potable water supply system, renewable electrical energy generation, training institute for imparting training to the resident of the islands etc., the cyclone shelters, Sewage treatment plant, Solar panel for harvesting solar energy, Wind mill for harvesting wind energy, proper solid waste and garbage disposal system, development of tourism related infrastructures, infrastructures for promoting small scale industries like fish processing, ice plant, coir industry etc., creation of entertainment facility like park etc.
- (vi) Expansion of jetties with specific emphasis on passenger amenities and cargo gears, fenders etc. for safe and efficient operations
- (vii) Possibility of floating jetties in all islands
- (viii) Checking the stability analysis of damaged breakwater at Kalpeni Island.
- (ix) Developing a multi-modal transport hub in Agatti Island (including water drome, passenger jetty, etc.) along with the proposed expansion of Agatti Airport
- (x) Developing an all-weather Harbour of very high draft around the existing harbour of the Andrott Island.

The Andrott Port will act as main hub of Coastal Shipping as well as International Shipping. The port should have all modern facilities and compliance of all international law like MARPOL, ISPS etc. It is also proposed to construct new container handling infrastructures and liquid petroleum product handling facility with storage tank at Andrott. It is proposed to develop infrastructures including floating jetty for sea plane service to facilitate development of the island as a Business Hub.

- (xi) Assessing and advising the requirements of Capital dredging and Maintenance dredging including providing dredging plan in various islands  
Dredging and development of approach/entrance channel, basins, turning circle etc. in the west side jetties is also proposed to take up; however, the dredging activities shall be done without causing much disturbance to the coral reef and close environmental monitoring should be done. All dredging programme should be oriented according to the guidelines suggested by the Reef Monitoring Network and Management Plans.
- (xii) Possibility of dredging inside western side lagoons to increase the depth to an appropriate level for safe berthing of at least low draft cargo vessels having draft of 2.70 mtr. in west jetties in all islands.
- (xiii) Reclamation of land along the shore using dredged materials
- (xiv) Recommending new technologies in relevant areas of construction on par with the international standards for development of various onshore and offshore infrastructure.
- (xv) Highlighting the advantages of infusing the state of art technology in the developments of various facilities created in similar environment. For example, the development activities that are happened in Singapore and Maldives particularly created on Sentosa model shall be reviewed and the feasibility of implementing a similar or better arrangement in development of Lakshadweep Island can be explored.
- (xvi) Review of the available DPRs and ongoing works including the design, specifications, methodologies and progress of all the ongoing works in all the Lakshadweep Islands and recommend the modifications required for effective utilization of the facilities that are being developed.
- (xvii) Review of projects in pipeline and provide recommendations in view of the

Phase-I developments and technical soundness / suitability.

### 3.4 Presentation of the above Proposals

The Consultant shall make detailed presentations on the above proposals to the Employer and UTLA before finalizing the DPR and Masterplan of each Island. The Consultant shall make presentation to the Ministry as required as part of the approval of the project under the Sagarmala scheme without any additional cost.

## 4. PROJECT DELIVERY STAGES

a) The assignment for Consultancy for providing development of Lakshadweep Islands and allied facilities is to be completed within a time duration of 9 months.

b) Key deliverables of the Master Plan / Action Plan would be:

- Inception Report
- Existing/Situational Analysis Report
- Stakeholder Consultation Analysis Report
- DPRs for Multi modal jetties of five islands
- Master Plan of each Lakshadweep Island.
- Outline specification for the proposed developments

## 5. DELIVERABLES, TIME AND PAYMENT SCHEDULES

5.1. The total duration of the entire Assignment is expected to be approximately 9 months. The Consultant must have sufficient manpower to comply with the Scope of Services. The Consultant is required to ensure that the total envisaged work including submission of the above deliverables is completed within 9 months.

5.2. The Total Fee for the proposed assignment shall be quoted as a Lumpsum fixed amount in Indian Rupees. Conditional proposals shall be summarily rejected.

5.3. Soft Copy and 7 (Seven) hard copies of all the deliverables shall be submitted within the time stipulated for each submission.

5.4. The following table details the time frame and payment structure:

Sl. No.	Payment to be Released on	*Time Schedules from commencement	#Percentage of Agreed Total Lumpsum Fee
1	Submission of Inception Report and Existing/ Situational Analysis Report	2 Months	10
2	Submission of Stakeholder Consultation Analysis Report and presentation thereon	3 Months	10
3	Submission of Draft Detailed Project Report of Multi modal jetties in five islands Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy of Lakshadweep as per Sagarmala format and presentation thereon.	5 Months	25
4	Submission of Final DPRs for item No. 3 above and approval of Ministry for the project	7 months	15
5	Submission of draft Master Plan report of five islands and presentation thereon	8 Months	25

6	Outline specification of proposed developments	8 months	5
7	Acceptance of Master Plan of five islands	9 Months	10

\* *The time taken for approvals from the Employer will not be considered as part of the aforesaid timeline.*

# *The quoted fee shall include all expenses whatsoever, such as legal fees and all out of pocket expenses etc. to be incurred by the Consultant to complete the assignment. GST as applicable, shall be indicated by the Consultant on total fee, as extra.*

- 5.5. Payments will be made by CoPT within 15 working days from the receipt of bill with all supporting documents / reports complete in all respects. In case any document is not enclosed initially, the above time limit will be reckoned only from the date of submission of such document
- 5.6. Payments against the items at Sl. Nos. 3, 4 & 5 shall be released on prorata on submission of reports as necessary towards each island.
- 5.7. In case the Employer decides to abandon the Assignment for any reason, whatsoever, at anytime, the payment of the Consultant shall be restricted up to the stage the services have actually been provided by the Consultant.

## **6. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY**

Available data as may be required by the Consultant will be provided by the UTLA on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant. Available details /reports with the Authority / UTLA are as listed below.

- (i) Vessel traffic details.
- (ii) Historical Wind, Wave, Current, Tide data, as per availability.
- (iii) Geotechnical Investigation Reports for the above 15 locations, as per availability.
- (iv) All the available data including the previous reports in both soft and hard copies.
- (v) DPRs including the design, specifications, methodologies and progress of all the ongoing works in all the Lakshadweep Islands shall be made available for review and recommendation of its adaptability
- (vi) Report of Subcommittee of Cochin Port.

**SIGNATURE OF BIDDER**

**THE PROPOSAL****Letter of Submission**  
(On Bidder's letter head)

(Reference No and Date)

To

The Chief Engineer,  
Cochin Port Authority,  
Willingdon Island,  
Kerala, India.  
Pin - 682 009.

**Sub: Consultancy Services for providing Port led development works including allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep.**

Dear Sir,

With reference to your Bid Document dated ....., I/we, having examined all relevant Documents and understood their contents, hereby submit our Proposal for Consultancy Services for providing Port led development works including allied facilities in Lakshadweep Islands. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct and all Documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Project or Contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the Bid Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any conflict of interest in accordance with Clause 3.2 of the Bid Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or Bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with **Clause 3.8** of the Bid Document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. Proof document of the **Earnest Money** is attached.
14. I/We agree and understand that the Bid is subject to the provisions of the Bid Document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our Bid is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date specified in the Bid.
16. A Power-of-Authority in favour of the authorised signatory to sign and submit this Bid and Documents is attached herewith in **Appendix-III**.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at **Appendix-XI** of the Bid. We agree not to seek any changes in the aforesaid form and agree to abide by the same.



18. I/We have studied Bid and all other Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Quote is being submitted in e- mode. This Proposal read with the Financial Quote shall constitute the Application which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.

21. We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPA:

(i) .....

(ii) .....

(Furnish two nos. current active email addresses)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**SIGNATURE OF BIDDER**

**\* Note: Delete whichever is not applicable.**

**Appendix-III**

**PROFORMA OF POWER-OF-ATTORNEY FOR SIGNING OF BID**  
**(To be executed on Non-judicial Stamp Paper of proper value)**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) (hereby referred as —the Principall) do hereby irrevocably constitute, nominate, appoint and authorize Shri/Smt. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Assignment of ..... (hereinafter referred to as "the Assignment") for which the Board of Major Port Authority for Cochin Port (hereinafter referred to as "the Port Authority") has invited Bids, including but not limited to signing and submission of all applications, Bids and other Documents and writings, participating any conferences and providing information/ responses to the Port Authority representing us in all matters before the Port Authority, signing **the agreement** and execution of the Assignment consequent to acceptance of our Bid, and generally dealing with the Port Authority in all matters in connection with or relating to or arising out of our Bid for the Assignment and/ or upon award thereof to us and/or till the satisfactory completion of the Assignment.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully or otherwise done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE  
 NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON  
 THIS .....  
 DAY OF ..... 20.....

For .....

(Signature, name, designation and address)

Accepted

.....  
 (Signature )

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

1. The mode of execution of the Power-of-Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the

executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ Power-of-Attorney in favour of the person executing this Power-of-Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power-of-Attorney executed and issued overseas, the Document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power-of-Attorney is being issued. However, the Power-of-Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

\*\*\*\*\*

**FORMAT OF CORPORATE INFORMATION OF BIDDER**

1. Generals Details:
  - a) Name
  - b) Country of incorporation
  - c) Address of the corporate headquarters and the branch office (s), if any in India
  - d) Date of incorporation and / or commencement of business
  
2. (a) Brief description of the Company.
  
3. Details of individual or individuals who will serve as the point of contact / communication for the Port Authority within the Company with following information
  - a) Name
  - b) Designation
  - c) Company
  - d) Address
  - e) Telephone number (Land line & Mobile No.)
  - f) e- mail address (2 Nos.)
  - g) Fax number
  
4. Name, designation, address and phone number of authorized signatory of the Bidder
  - a) Name
  - b) Designation
  - c) Address
  - d) Phone No.
  - e) Fax No.
  - f) e- mail address

\*\*\*\*\*

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

**A- Consultant’s Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm, etc.

**B- Consultant’s Experience**

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/Job (if possible, the employer shall specify exact assignment/job for which experience details may be submitted).

**FIRM’S EXPERIENCE:**

**Relevant Services carried out in the last five years that best illustrate fulfillment of Eligible works as per Clause: 5.2.1**

Using the format below, provide information on each reference Assignment for which your firm /entity, either individually or as a corporate entity or as one of the major companies within an association, was legally contracted.

Start Date (Month/Year)	Completion Date (Month/Year)	Cost of the project for which services were provided by the Bidder
Description of Actual Services Provided by the Bidder:		

Firm’s Name.....

**ORGANIZATIONAL EXPERIENCE****Eligible Assignment Number:**

<b>Sl. No.</b>	<b>Details</b>	<b>Bidder to fill up the details here</b>
1	Date of completion of the Eligible Assignment	
2	Title of the Eligible Assignment	
3	Project category	
4	Location	
5	Project cost	
6	Assignment cost	
7	Nature of service provided	
8	Agency (Client) for which the Project was undertaken, indicating Government Entity / Private Agency	
9	Contact details of the agency for which the Assignment was undertaken:	
	1. Name of the Contact Person	
	2. Designation	
	3. Company	
	4. Address	
	5. Telephone Number	
	6. E- Mail Address	
	7. Fax Number	
10	Reference page number of the certified copy of the certificate / testimonials issued by the client or certified copy of the job order and completion certificate issued by the Client or certified copy of the report prepared, which is attached for authenticating the completion of the assignment.	

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Assignments in this section with all supporting documentary evidence from the client ie, copy of work order/ completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal. The assignment cited must comply with the criteria specified in Clause 3.2.
2. A separate sheet should be filled for each of the Eligible Assignments
3. The completion certificate shall preferably contain the following among the other things.
  - a. Details of service provided.
  - b. Project cost.
  - c. Assignment cost
  - d. Date of commencement of the assignment; and
  - e. Date of completion of the assignment.
4. CoPT reserves the right to seek further supporting documents (s) in respect of the assignment from the Consultant / his client.
5. 'Project Cost' under Sl. No.5 means the estimated cost of the project for which the Consultancy Services was provided by the Consultant.
6. 'Assignment cost' under Sl. No.6 means the Consultant's fee /remuneration for the Assignment.

**COMPOSITION OF THE TEAM PERSONNEL AND TASK(S) OF EACH TEAM  
MEMBER FOR THE CONSULTANCY WORK**

<b>Sl. No.</b>	<b>Name of person</b>	<b>Position</b>	<b>Task*</b>
1			
2			
3			

\* The tasks assigned to each Key Personnel for providing the consultancy work under this Bid are to be provided in this column.

**FORMAT OF CURRICULUM VITAE (CV)  
OF PROPOSED KEY PROFESSIONAL/ STAFF**

Proposed Position : .....

Name of firm : .....

Name of Staff : .....

Profession : .....

Date of Birth : .....

Years with Firm/Entity: ..... Nationality: .....

Membership of Professional Societies : .....

Details of task assigned in the previous engagements:

.....

**Key Qualification**

(Give an outline of staff member's experience and training most pertinent to tasks on Assignment. Describe degree of responsibility held by staff member on relevant previous Assignments and give dates and locations. Use about half a page.)

**Education:**

(Summarise college/university and other specialised education of staff member.)

**Experience:**

(Give the details of Assignments undertaken by the Key Personnel. **Enclose certified copy of certificates / testimonials therewith to prove the experience**)

**Employment Record:**

(Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held and locations of assignments. For experience in last ten / seven (As the case may be) years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.)

**Languages:**

(For English language indicate proficiency: excellent, good, fair or poor, in speaking, reading and writing.)

**Undertaking:**

I, the undersigned, hereby undertake that I am willing to associate for the Assignment of **“Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep”** (Tender no. T15/T-1963/2022-C) for the duration of 9 months as specified in the Bid Document as .....

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of Key Personnel in Blue Ink)Day/Month/Year.

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe qualifications and experience.

\_\_\_\_\_ Date: \_\_\_\_\_

(Signature of Key Personnel and countersigned by the Bidder in Blue Ink)  
Day/Month/Year.



**SKILL, COMPETENCIES & TEAM SIZE**

SL. No.	Name of the Team Leader/Member	Qualification/ Professional qualification	No of Years Experience	Details of Experience	Remarks

**(Seal & Signature of Bidder)**

**Note:** Please provide documentary evidence from the client i.e. copy of work order, contract and completion certificate for each of above mentioned assignments. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

### **DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN FOR PERFORMING THE ASSIGNMENT/JOB**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
  - b) Work Plan, and
  - c) Organization and Staffing
- a) **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
  - b) **Work Plan:** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
  - c) **Organization and Staffing:** The consultant should propose and justify the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

**Technical Proposal – Undertaking I**

**Subject :** Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep

We, M/s..... (Name & address of the bidder) hereby declare that:-

1. No conditions are incorporated in the financial bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
2. We have not made any payment or illegal gratification to any persons/ authority connected with the bid process so as to influence the bid process and have not committed any offence under PC Act in connection with the bid.
3. We disclose with that we have \* made / not made payments or propose to be made to any intermediaries (agents) etc. in connection with the bid.
4. We do hereby confirm that no changes have been made in the tender document downloaded and submitted by us for the above bid. Port Tender document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the tenderer, the Port's document shall prevail.
5. We do hereby undertake that we have not been debarred or black listed by any Govt. of India Organizations / PSU/ PSE / Govt. Depts./reputed Private Sector Companies etc. for breach of any applicable laws or violation of regulations or breach of contractual agreement or rendering unsatisfactory services during the last 3 (Three) years
6. We undertake that in case due to any change in facts or circumstances during the Tendering Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender Documents; we shall intimate the Employer of the same immediately.

**SIGNATURE OF BIDDER**

Name  
&Designation:

**\* Note: Delete whichever is not applicable.**

**Technical Proposal– Undertaking II**

**Subject :** Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep

We, M/s..... (Name & address of the bidder) hereby declare/  
undertake that:-

1. Team Leader/Members would be maintained during the actual assignment to be awarded in case they are selected. In case replacement is inevitable, the equivalent qualification and experienced team leader /member will be inducted to carry out the assignment in case of award.”
2. I/We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of Penalty by an arbitral or Judicial authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.”
3. We undertake that we shall not disclose /share any documents in connection with this assignment with third parties and will keep the same as confidential information.

**SIGNATURE OF BIDDER**

Name & Designation:

**PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY**  
**(To be issued by a Scheduled Bank / Nationalised Bank in India on**  
**Non-judicial Stamp Paper of proper value)**

Ref No.:.....Bank Guarantee No. ....

Date :.....

To

Cochin Port Authority,  
 Willingdon Island,  
 Cochin 682009.

Dear Sirs,

In consideration of Board of Major Port Authority for Cochin Port (hereinafter referred to as the "Port Authority" which expression unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) having awarded to M/s.....with its Registered /HeadOffice at..... (hereinafter referred to as the "CONSULTANT" which expression shall unless repugnant to the context or meaning thereof, include its successor, administrators, executors and assigns), a "Contract" by issue of Port Authority's Letter of Acceptance No. .... dated ..... the same having been unequivocally accepted by the CONSULTANT resulting in a Contract bearing No..... dated .....valueat..... for ..... and the CONSULTANT having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ....., to Port Authority.

We ..... having its Head Office at ..... (hereinafter referred to as the —Bankll, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Port Authority on demand any and all money payable by the CONSULTANT to the extent of..... as aforesaid at any time upto ..... Without any demur, reservation, contest, recourse or protest and/or without any reference to the CONSULTANT. Any such demand made by the Port Authority on the Bank shall be conclusive and binding notwithstanding any difference between Port Authority and CONSULTANT or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of Port and further agrees that the guarantee herein contained shall continue to be in enforceable till the Port Authority discharges its guarantee.

Port Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee to extend from time to time the period for performance of the CONTRACT by CONSULTANT. Port Authority shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against consultant, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the CONTRACT between Port Authority and CONSULTANT or any other course of remedy or security available to Port Authority. The Bank shall not be released of its obligations under these presents by any exercise by Port Authority of its liberty with reference to the matters aforesaid or any of them or by reason or any other

acts of omission or commission on the part of Port Authority or any other indulgence shown by Port Authority or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that Port Authority at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance without proceeding against CONSULTANT and notwithstanding any security or other guarantee that Port Authority may have in relation to the CONSULTANT'S liabilities.

This Guarantee shall be valid up to ..... unless extended on demand by Port Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... only) and unless a claim in writing is lodged with us within six months of the date of expiry of or the extended date of expiry of this Guarantee all our liabilities under this guarantee shall stand discharged.

Dated this .....day of .....

WITNESSES:

..... .(Signature)	..... .(Signature)
..... .(Name)	..... .(Name)

Bank's Rubber Stamp

..... (Name)	..... (Name)
..... (Official address)	..... (Designation with Bank Stamp)

+ Attorney as per Power of Attorney

No. ....

Dated .....

Notes:

- + In case of foreign Bank Guarantees, the same shall be routed through their corresponding bank operating in India.

**Appendix – XI****FORM OF AGREEMENT****(To be submitted on Kerala State Stamp Paper of proper value)**

**THIS AGREEMENT** is made on the ..... day of ..... Between Cochin Port Authority, W/Island, Cochin- 9, Kerala State, hereinafter called “the Employer” of the one part and .....(Name of Consultant) of .....(Mailing Address of Consultant) hereinafter called the “Consultant” of the other part.

**WHEREAS** the Employer is desirous that certain tasks to be performed by the Consultant viz. **“Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep”** (hereinafter called “The Work”) and has accepted a Proposal by the Consultant as referred in the assignment **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Proposal Document for **“Consultancy Services for providing Port led development works and allied facilities at Lakshadweep Islands”**.
  - (b) All amendments to the Bid Documents for **“Consultancy Services for providing Port led development works and allied facilities at Lakshadweep Islands”** in the form of “Addendum” or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any prior to submission of the Bids.
  - (c) Financial Bid submitted by the Consultant quoting Lumpsum Consultancy fee
  - (d) Acceptance letter issued by the Employer vide No..... dated ..... and all correspondence exchanged between the Employer and the Consultant up to the date of issue of acceptance letter as specifically referred to in the said acceptance/award letter.
3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed in the Bid Document and accepted by the Consultant.

**IN WITNESS WHEREOF** the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals), the day and year first above written.

**SIGNED, SEALED AND DELIVERED**

By the said:

By the said:

.....

.....

Name:.....

Name:.....

On behalf of the Consultant in the Presence of :

On behalf of the Employer in the Presence of :

Name :.....

Name:.....

Address:.....

Address:.....

.....

.....

.....

.....

**FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

1	Name and full address of the beneficiary	
2	Credit Account No. (Should be full 14 digit)	
3	Account Type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with telephone No.)	
6	MICR code (Should be 9 digit)	
7	Telephone/Mobile/ e-mail id [2nos]/ Fax No. of the beneficiary	Telephone :
		Mobile :
		e-mail id [2 nos. mandatory]: (i) (ii)
		Fax :
8	Enclose Cancelled Cheque	(Enclosed / Not Enclosed)

**SIGNATURE OF BIDDER**



National Electronic Fund Transfer (NEFT/RTGS) Mandate Form  
(Mandate for receiving payments through NEFT/RTGS from COCHIN PORT AUTHORITY)

1	Vendor Name/Beneficiary Name	<b>COCHIN PORT AUTHORITY</b>
2	Vendor code	
3	<b>Permanent Account Number(PAN)</b>	<b>AAALC - 1134F</b>
4	<b>TAN NO</b>	<b>CHNC04095A</b>
5	<b>GST NO:</b>	<b>32AAALC1134F1ZZ</b>
6	Particulars of Bank Account	Current Account
	A. Name of Bank	<b>STATE BANK OF INDIA</b>
	B. Name of Branch	Cochin Port Authority
	C. Branch Code	6367
	D. Address	Cochin Port Authority , Willingdon Island -682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G. NEFT/IFSC Code	<b>SBIN0006367</b>
	H. SWIFT Code:	<b>SBININBB</b>
	I. 9.digit MICR code on the Cheque Book.	682002021
	J. Type of Account	Current Account
	K. Account No.	<b>10601197375</b>
5	Vendor Email-id	<a href="mailto:ramesh.babu@cochinport.gov.in">ramesh.babu@cochinport.gov.in</a>
		<a href="mailto:cash@cochinport.gov.in">cash@cochinport.gov.in</a>
6	Date of effect	01.01.2021

(Please enclose a photocopy of the Cancelled cheque to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information. We would not hold the company responsible.

**SD/-**  
**FINANCIAL ADVISER &**  
**CHIEF ACCOUNTS OFFICER**  
**COCHIN PORT AUTHORITY**

Bank Certificate

We certify that \_\_\_\_\_ has current account No \_\_\_\_\_ with us and we

confirm that the details given above are correct as per our records.

Date :

Place:

Authorised Official of Bank

**UNDERTAKING FOR FINANCIAL QUOTE**

To

The Chief Engineer,  
Cochin Port Authority,  
Willingdon Island,  
Kerala, India.  
Pin - 682 009.

Sir,

**Sub.: Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep**

~~~~~

I/We have perused the Bid Documents including the Terms of Reference for the subject assignment and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the Bid Documents.

Our price offer inclusive of all incidentals, overheads, traveling expenses, stationery, expenditure related to presentations to be made during the execution, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of this assignment covering scope as stipulated in the Bid Document. Our Financial Quote is inclusive of the Domestic Taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Clause 5 of ToR** of the Bid Document.

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

**NOTE:** *All the payment under this Contract will be made only in Indian Rupees.  
The fees/price may be quoted in Indian Rupees only.*

**Appendix - XV****FINANCIAL PROPOSAL FOR ASSIGNMENT**

**Name of Assignment:** Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Total Lumpsum charges/Fees in Indian Rupees.)       |                                                     |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | (in Figures)                                        | (in words)                                          |
| 1       | Consultancy Services for providing Port led development works and allied facilities with specific emphasis on development of multi modal jetties in eastern or western side of five islands viz. Kavaratti, Agatti, Kadmat, Kalpeni and Minicoy in Lakshadweep as per the ToR, and other terms and conditions stipulated in the Bid document inclusive of all incidentals, overheads, traveling expenses, stationery, expenditure related to presentations to be made during the execution of this assignment, sundries / all other expenditure and all taxes, levies and duties but excluding GST. | <del>( to be submitted in e-tender mode only)</del> | <del>( to be submitted in e-tender mode only)</del> |