



## **COCHIN PORT AUTHORITY**

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**“TENDER FOR PROVIDING CONSULTANCY SERVICES FOR THE  
WORK OF UPGRADATION OF FIRE FIGHTING FACILITIES OF  
TANKER TERMINALS AT COCHIN PORT”**

### **BID DOCUMENT**

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

**COCHIN PORT AUTHORITY,  
DEPUTY CONSERVATOR’S OFFICE,  
COCHIN - 682 009.**

**Price : Rs.5900/- (5000 + 18% GST)**

# COCHIN PORT AUTHORITY

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कोचिन पत्तन प्राधिकरण  
Cochin Port Authority  
समुद्री विभाग /Marine Department



Office of the Deputy Conservator,  
Cochin Port Authority,  
W/Island, Cochin, 682009, KERALA  
Tele: 91-0484-2666417/0484-2582500  
website: [www.cochinport.gov.in](http://www.cochinport.gov.in)

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

Dated:04-06-2024.

### NOTICE INVITING TENDER

1. Electronic Tenders (e-tenders) in single stage two cover bidding system ( Technical and Financial offer) on lump sum price basis are invited from experienced firms with proven technical and financial capabilities for providing “Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port” for providing such technical services:
2. Details of downloading / submission of Bids are as under:

Tender e-publication date	04-06-2024
Download period	From 05-06-2024 to 14:00 hours on 17-07-2024.
Last date and time of submission of Bid	14:30 hours on 17-07-2024.
Date and time of opening the Technical Bid	15:00 hours on 17-07-2024
Estimated Cost	<b>Rs. 1,50,00,000/-</b> (Rupees One crore fifty Lakhs only) excluding GST
Earnest Money Deposit.	<b>Rs.3,00,000/-</b> (Rupees Three lakhs only)
Cost of Bid Document	Rs.5,900/-(5000+18%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-XVI.
Pre Bid Conference	18-06-2024 at 11:00 hrs. (Through VC) Google Meet joining info Video call link: <a href="https://meet.google.com/rpb-regv-bhp">https://meet.google.com/rpb-regv-bhp</a>

3. Cochin Port Authority (CoPA) propose to up-grade the Fire Fighting Facilities of its four Oil handling berths viz. North Tanker Berth(NTB) and South Tanker Berth (STB)

commonly known as Oil Tanker Berths (OTB), Cochin Oil Terminal (COT) and Oil Berth Q4 to the requirement of latest OISD Standard 156 applicable for Fire Protection Facilities for Ports handling Hydrocarbons.

- 4 In order to take up this upgradation work, CoPA proposes to engage an experienced Consultant with a team of multi-disciplinary professionals for providing “Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”
- 5 The Scope of Work of the Consultants under the proposed Assignment for each of the Terminal is almost the same. Scope of Work of Consultants mainly include the following:-
  - (i) Identification/ assessment of Fire Fighting Facility requirements of each Terminal as per OISD Standard 156 requirements.
  - (ii) Towards the above, the Consultants shall study the existing Fire Water Network, review of various related documents, compare the existing facilities vis-à-vis the requirement specified in the latest OISD standard 156, assess condition of various equipments, pipelines, towers, civil structures, additional space requirements for new equipments etc.
  - (iii) Formulate an appropriate methodology
  - (iv) Formulate and submit the recommendations on the additional facilities to be provided for upgradation of Fire Fighting System
  - (v) Recommend a suitable methodology of work and schedule of execution of work considering the requirement and minimum Terminal shutdown.
  - (vi) Carryout Design & Detailed Engineering (including Technical Specification & Scope of Work, implementation schedule etc.) of the Fire Fighting Facilities as per OISD requirement upon COPA’s approval of the Consultant’s recommendations.
  - (vii) Preparation of indicative QAP for all critical machineries/equipments/materials and critical works to be included in the tender;
  - (viii) Preparation of detailed estimate of proposed up gradation of Fire Fighting System;
  - (ix) Assistance during Tendering including attending pre-bid meeting and preparation of replies to the queries raised by bidders, evaluation and finalization of tenders of Upgradation work as well as TPI appointment.
  - (x) Assistance during Contract execution of Upgradation of Fire Fighting Facilities by deploying appropriate expertise including site visits as per COPA’s requirements during the tenure of contract as per the detailed Terms of Reference herein provided as Appendix-I.
- 6 **Minimum Eligibility Criteria (MEC):** Tenderer must fulfil the following Minimum Eligibility Criteria to prove the techno-commercial competence and submit the documents in support thereof:
  - (i) **Average Annual financial turnover** of the tenderer during the last three Financial Years ending 31<sup>st</sup> March 2023 (ie. 2020-21, 2021-22 and 2022-23) should be atleast Rs.45,00,000/-

(ii) **Experience:** Tenderers should have experience of having successfully completed atleast either :

- i) Three similar completed Consultancy Assignments each costing not less than Rs.60,00,000/- **OR**
- ii) Two similar completed Consultancy Assignments each costing not less than Rs. 75,00,000/- **OR**
- iii) One similar completed Consultancy Assignment costing not less than Rs.1,20,00,000/-

during the last 7 (seven) years ending 31-05-2024

(Satisfactorily completed Consultancy Assignments considered for qualification of tender should include design of fire fighting facilities having total water requirement of not less than 844.80 M3/hr.)

**Definition of similar consultancy assignment :**

*Consultancy Services provided for the projects involving setting up of new Fire Fighting Facilities or Up gradation of capacity of existing Fire Fighting Facilities, either in a Tanker berth handling hydrocarbons (Crude Oil/POL Products/LPG/LNG etc.) in any of the Ports or Petroleum Refinery in India.*

Note:

- 1. Completion Cost of assignments considered for qualification of MEC shall be excluding GST.
- 2. In order to evaluate the tender, the value of executed consultancy assignments shall be brought to the current costing level by enhancing the actual value of the assignment upon completion, by using the following enhancement factors.

Assignments executed Year before	Multiplying factor
One year [May, 2023]	1.07
Two years [May, 2022]	1.14
Three years [May, 2021]	1.21
Four years [May, 2020]	1.28
Five years [May, 2019]	1.35
Six years [May, 2018]	1.42

**List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-**

- (i) A statement duly certified by the Chartered Accountant (his Registration Number should be shown) showing the Annual Financial Turnover during the last three financial years ending 31-03-2023 (viz. 2020-21, 2021-22 and 2022-23) should be furnished as per Appendix-VII along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.

- (ii) Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Appendix-VIII. The experience certificate of Works executed in private sectors / organizations shall be considered for qualification, only on submission of Form 26AS as per TRACES Site along with Work order and completion certificate.

## 7 Other Eligibility Considerations

7.1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by the Central / State Government or organizations under them, from participating in any project or financial failures etc.

7.2. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.

7.3. The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. 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. (Self- declaration to be submitted by the bidder along with their bid as per Appendix-XI).

7.4. The Bidders should have EPF and ESI registration

## 8 Subcontracting is not permitted for this Assignment.

9 The detailed scope of work in the proposed Consultancy services is detailed in the Terms of Reference (ToR) at *Appendix – I* of Bid Document.

10 Bid Documents can 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-XVI.

11 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".

12 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.



- 13 Bids shall be submitted “**online**” on the website [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT), strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. No Bids shall be accepted off-line (Hard copy).
- 14 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.
- 15 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.
- 16 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 (a) the cost of Bid Document and (b) EMD, (ii) Integrity Pact 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 **Deputy Conservator, Cochin Port Authority, W/Island, Cochin – 682 009, KERALA**, on the Bid Due Date. **Non submission of the original financial instruments towards the Cost of Bid Document and EMD, Integrity Pact 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.
- 17 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 and are exempted from payment of EMD. 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.
- 18 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.

**Sd/-**  
**DEPUTY CONSERVATOR**  
Cochin Port Authority  
Willingdon Island,  
Cochin-682009, Kerala  
Email:dc@cochinport.gov.in  
[www.cochinport.gov.in](http://www.cochinport.gov.in)

**SECTION-I**

**INVITATION FOR PROPOSAL**

## 1. INTRODUCTION

### 1.1 Background

Cochin Port Authority (CoPA) propose to up-grade the Fire Fighting Facilities of its four Oil handling berths viz. North Tanker Berth(NTB) and South Tanker Berth (STB) commonly known as Oil Tanker Berths (OTB), Cochin Oil Terminal (COT) and Oil Berth Q4 to the requirement of latest OISD Standard 156 applicable for Fire Protection Facilities for Ports handling Hydrocarbons.

### 1.2 General

In order to take up this upgradation work, CoPA proposes to engage an experienced Consultant with a team of multi-disciplinary professionals for identification of additional facilities required for upgradation of the Fire Fighting Facilities of the Terminals as per the OISD requirements, prepare the design, drawings, detailed scope of work & technical specification, Schedule of requirements, estimate and terms and conditions that are to be incorporated in the tender for execution of Upgradation work. The Consultants shall also provide technical assistance as per the requirement of COPA so as to ensure by COPA that the works are executed in accordance with the design and other parameters recommended by the Consultants and the project is completed as per the Schedule.

In pursuance of the above, CoPA now proposes to invite Bids from reputed and well experienced Consultant firms with multi-disciplinary team of professionals in the fields of planning and setting up of new Fire Fighting Facilities or Up gradation of capacity of existing Fire Fighting Facilities, either in a Tanker berth handling hydrocarbons (Crude Oil/POL Products/LPG/LNG etc.) in any of the Ports or Petroleum Refinery in India for providing such technical services, for the Assignment “Consultancy services for the work of upgradation of fire fighting facilities of Tanker Terminals at Cochin Port”

The Scope of Assignment/duties of the Consultant and other project details shall be as detailed in **Appendix-I**: Terms of Reference (ToR). Indicative work schedule for upgradation of Fire Fighting Facilities at NTB-STB, Q-4 and COT is furnished in *Appendix- 1*. As per the above Work Schedule, the approximate duration of implementation of Upgradation of Fire Fighting Facilities for all the Terminals is roughly 33 months from the date of notification of award of Contract to the Consultants. If required, the completion period of Project may be further extended and 2-3 months thereafter would be required for closing the contract documents of the Consultants.

### 1.3 Request for Proposal / Bid

Cochin Port invites Proposals / Bids for selection of a Consultants for providing “Consultancy services for the work of upgradation of fire fighting facilities of Tanker Terminals at Cochin Port ”

The CoPA intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

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.

#### **1.4 Minimum Eligibility Criteria (MEC):**

Tenderer must fulfil the following Minimum Eligibility Criteria to prove the techno-commercial competence and submit the documents in support thereof:

- (i) **Average Annual financial turnover** of the tenderer during the last three Financial Years ending 31<sup>st</sup> March 2023 (ie. 2020-21, 2021-22 and 2022-23) should be atleast Rs.45,00,000/-
- (ii) **Experience:** Tenderers should have experience of having successfully completed atleast either :
  - iv) Three similar completed Consultancy Assignments each costing not less than Rs.60,00,000/- **OR**
  - v) Two similar completed Consultancy Assignments each costing not less than Rs. 75,00,000/- **OR**
  - vi) One similar completed Consultancy Assignment costing not less than Rs.1,20,00,000/-

during the last 7 (seven) years ending 31-05-2024

(Satisfactorily completed Consultancy Assignments considered for qualification of tender should include design of fire fighting facilities having total water requirement of not less than 844.80 M<sup>3</sup>/hr.)

#### **Definition of similar consultancy assignment :**

*Consultancy Services provided for the projects involving setting up of new Fire Fighting Facilities or Up gradation of capacity of existing Fire Fighting Facilities, either in a Tanker berth handling hydrocarbons (Crude Oil/POL Products/LPG/LNG etc.) in any of the Ports or Petroleum Refinery in India.*

Note:

1. Completion Cost of assignments considered for qualification of MEC shall be excluding GST.
2. In order to evaluate the tender, the value of executed consultancy assignments shall be brought to the current costing level by enhancing the actual value of the assignment upon completion, by using the following enhancement factors.

Assignments executed Year before	Multiplying factor
One year [May, 2023]	1.07
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Four years [May, 2020]	1.28
Five years [May, 2019]	1.35
Six years [May, 2018]	1.42

**List of documents to be furnished along with the tender to prove the Minimum Eligibility Criteria:-**

- (iii) A statement duly certified by the Chartered Accountant (his Registration Number should be shown) showing the Annual Financial Turnover during the last three financial years ending 31-03-2023 (viz. 2020-21, 2021-22 and 2022-23) should be furnished as per Appendix-VII along with copies of the audited Annual Balance sheet including Profit & Loss Account Statements for the above period.
- (iv) Notarized copies of Work Orders and Satisfactory Completion Certificate issued by the Client in support of contracts having been executed as proof. Details of such contracts shall be furnished as per Appendix-VIII. The experience certificate of Works executed in private sectors / organizations shall be considered for qualification, only on submission of Form 26AS as per TRACES Site along with Work order and completion certificate.

**1.5 Other Eligibility Considerations**

- 1.5.1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - (i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, barred by the Central / State Government or organizations under them, from participating in any project or financial failures etc.
- 1.5.2. The Bidder should have valid GST Registration Certificate and PAN. Copies of supporting documents to be attached.
- 1.5.3. The Bidder should not have been blacklisted /debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts. 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. (Self- declaration to be submitted by the bidder along with their bid as per Appendix-XI).
- 1.5.4. The Bidders should have EPF and ESI registration

**1.6 Subcontracting**

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

**1.7 Due Diligence by the Bidders**

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by visiting the Tanker Terminals/Project Sites, sending written queries to the COPA on or before the date and time specified in **Clause 1.11.**

**1.8 Cost of Bid Document & EMD**

The Cost of Bid Document and EMD 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 Bid and scanned copy of the same shall be attached with the e-tender.

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 and are exempted from payment of EMD. 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.

## **1.9 Validity of the Proposal / Bid**

1.9.1 The Proposals /Bids shall be valid for a period of at least 120 (One hundred and twenty) days from the Bid Due Date. The CoPA reserves the right to reject any Proposal, which does not meet this requirement.

1.9.2 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 COPA for validity extension. A Bidder may also refuse the request without forfeiting its Earnest Money Deposit. However, no claim from such bidders, whatsoever, concerned with this bidding, will be entertained by COPA. A Bidder agreeing to the request will not be allowed to modify its Proposal.

## **1.10 Brief Description of the Selection Process**

COPA has adopted two cover bidding process for selection of eligible Consultant. The Price Bid of only those Bidders who meet the Bid requirements relating to Cost of Bid Document & EMD, Minimum Eligibility Criteria and the requirements fulfilling Threshold Experience Score and found responsive in the evaluation of Technical Bid, will be opened on any other day as intimated through website. (Financial bids of other unresponsive bidders will not be opened for evaluation)

L-1 offer out of the responsive offers is selected on price criteria alone without giving any additional weightage to marks/ranking of Technical proposal.

## **1.11 Pre-Bid Meeting / Clarifications**

1.11.1 Pre-Bid meeting will be held for the Bid on 18-06-2024 at 11:00 hrs. The Bidders who need clarifications on any specific issue shall inform CoPA in writing (in editable word/doc/docx format only) on or before 17:30 hrs. on 17-06-2024 at the address given in the Clause 1.14.1 below. Queries/clarifications submitted in any other format shall not be considered for giving clarifications. Queries/clarifications on Bid Document sought after 17:30 hrs. on 17-06-2024 may not be entertained.

1.11.2 CoPA shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid 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.

1.11.3 CoPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obligating CoPA to respond to any query or to provide any clarification.

## **1.12 Amendment of Bid Document**

1.12.1 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/Corrigenda/Amendment.

1.12.2 Any Addenda/ Corrigenda/ 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/ Corrigenda/ 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/Corrigendum into account, or for any other reason, the CoPA may, at its discretion, extend the Bid Due Date and the Bid extension notice shall be hosted in the websites only.

**1.13** Pre-Contract Integrity Pact (IP) shall cover this Bid throughout its various phases, and IP would be deemed as a part of the contract though an appropriate provision. The Bidders should sign and submit “Pre-Contract Integrity Pact” to be executed between the Bidder and CoPA in a separate envelope superscribed “Pre-Contract Integrity Pact” on or before the last date and time of submission of bids. Bids not accompanied by a duly signed “Pre-Contract Integrity Pact” shall be liable for rejection. IP would be implemented through the following panel of Independent External Monitors (IEM) for this tender:

- 1) Shri. M J Joseph, ICAS (Rtd.)  
C 2204, Karle Zenth Residences  
  
100 feet Kempapura Main Road,  
Nagawara  
  
Bangalore – 560 045  
  
Email: [joseph.iem@cochinport.gov.in](mailto:joseph.iem@cochinport.gov.in)
- 2) Shri. Punati Sridhar, IFOS(Retd),  
8C, Block -4, 14-C Cross, MCHS Colony,  
  
HSR 6<sup>th</sup> Sector,  
  
Bangalore- 560 102  
  
Email: [sridhar.iem@cochinport.gov.in](mailto:sridhar.iem@cochinport.gov.in)

For full details of the scheme of IP, you may visit the website of Central Vigilance Commission, New Delhi.

## **1.14 Communications**

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

The Deputy Conservator ,  
Cochin Port Authority ,  
Willingdon Island,  
Cochin – 682 009.  
Kerala, India.  
Email: dc@cochinport.gov.in

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

**Tender No. : MD/DM/FF Consultancy/T-1/2024**  
**Tender Name: Providing “Consultancy Services for the work of  
Upgradation of Fire Fighting Facilities of Tanker Terminals at  
Cochin Port”**

**SIGNATURE OF THE BIDDER**



**SECTION-2**

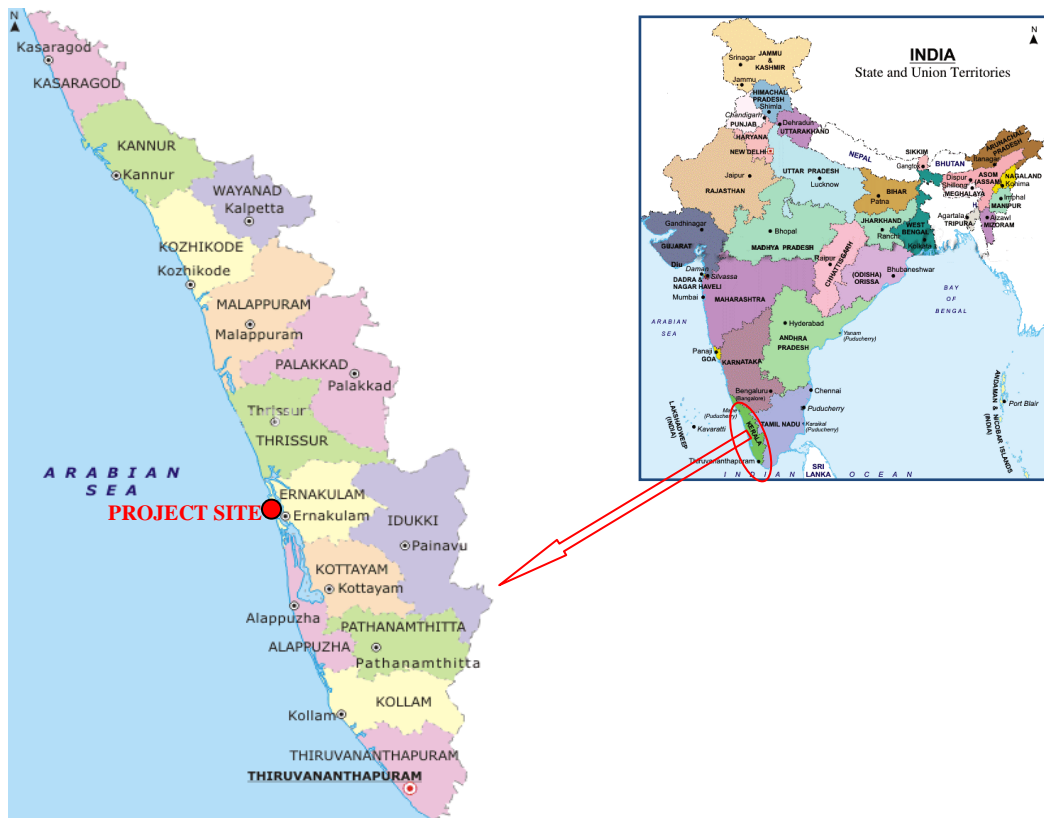
**SITE INFORMATION**

## 2. SITE INFORMATION

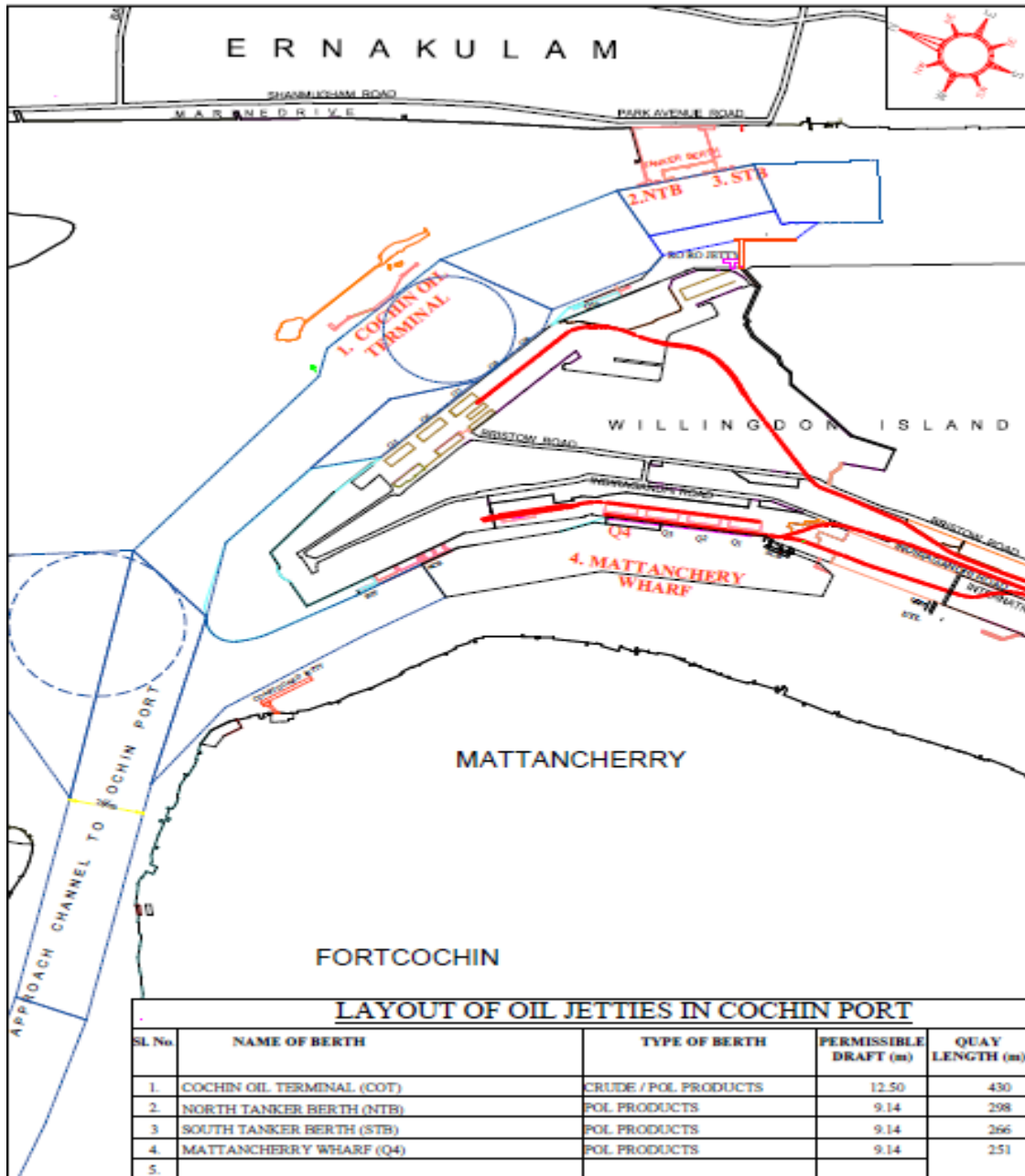
### 2.1 Project Location

2.1.1 Tanker Terminals COT and NTB-STB are located in Ernakulam Channel and Oil Berth Q-4 is located in Willingdon Island in the shore of Mattancherry Channel and all the three Terminals are within Cochin Port limits.

2.1.2 Index Map of the Project Site is shown below.



**Index Map**



## 2.1 Coastal Process in the Near Shore and Harbour Basin

The whole coastal area is characterized by formation of the coastal land forms, which are made up of sand bars and barriers, sandy flats, mud flats and bars. The coastal plain is occupied by quaternary and recent sediments consisting essentially of sands, sandy clays, clays and carbonious clays.

The near shore area outside the Cochin Gut is relatively shallow reaching a water depth of 5m at a distance of about 2km from the shore and gradually deepening to 10m at a distance of about 6km outside the Gut. The sea bottom is mainly soft mud upto several meters deep in the near shore waters of Cochin.

The siltation in the Cochin Harbour Basin area mainly takes place due to the deposition of the sediments from sea, which are stirred up during the wave action and brought inside the lagoon during the flood tide, whereas the siltation in the approach channel is a combined effect of the phenomena of littoral drift and settlement of suspended sediments.

## 2.2 Oceanographic Data

### 2.2.1 Tides

Cochin experiences semi diurnal tides. The tidal levels with respect Chart datum are as follows

Highest High Water Level	1.20m
Mean High Water Spring (MHWS)	: 0.92m
Mean Low Water Spring (MLWS)	: 0.80m
Mean Sea Level (MSL)	: 0.582m
Mean High Water Neap (MHWN)	: 0.60m
Mean Low Water Neap (MLWN)	: 0.30m
Lowest Low Water Level	: 0.20m

### 2.2.2 Waves

The wave climate in the sea is governed by the South West monsoon when wave action can be strong with prevailing wave directions from north-west to south-west. Deep water (15m) wave observations in the past indicate the significant wave heights of 4m, 2m and 1m at the water depths of 10m, 5m and 2m respectively, the predominant wave direction being west.

Wave action inside the harbour is insignificant because of narrow entrance between Cochin Gut and Fort Cochin and the configuration of the land. Generally calm conditions prevail throughout the year except during the times of extreme wind action.

### 2.2.3 **Current**

The currents along the coast of Cochin consist of tide, Wave and Wind induced components. As per observations the maximum current velocities at the Cochin Gut during the non-monsoon periods is of the order of 3 knots, which could increase to as high as 5.5 knots during the monsoon periods. Inside the harbour the current velocities relatively are low, of the order of 0.5 knots only, with directions varying at different locations. Maximum flood velocities during the monsoon were observed at the bottom due to density currents.

### 2.2.4 **Littoral Drift**

The Littoral Drift influenced by the monsoon is southwards during south–west monsoon period and northwards during non–monsoon period. Though this contributes to the siltation in the approach channel, it has no direct impact in the Mattancherry Channel.

### 2.2.5 **Bathymetry**

The seabed slopes gently in the offshore region and is about 1 in 500-600. The coast experiences the littoral drift, as anywhere else but there is a phenomenon of formation of the mud banks. The mud banks are not stationary and have a tendency to move in the coastal region.

## 2.3 **Climatology and Meteorology**

### 2.3.1 **Temperature and Humidity**

Temperature at Cochin varies from about 23° to 32.5°C. There are not much distinct seasonal variations in the temperature, which is more or less uniform throughout the year. However, highest temperature tends to occur in the months of March to May. Low temperatures occur during December and January.

The Humidity is high throughout the year. From June to September, during monsoon, the humidity ranges from 95% to 100%. From October to January it comes down to 50% to 70%. During the summer months of February to May average humidity is about 60%.

### 2.3.2 **Winds and Cyclones**

The wind speed and wind direction is determined by the season and by the daily temperature differences between land and sea. The predominant wind direction during the monsoon period i.e. from June to September is

west to south-west and the effect of land breeze is not dominant during this period.

During the non-monsoon periods, the predominant wind direction is from north-east during the morning and west during the evening, which shows influence of land breeze.

The maximum wind speed observed was of the order of 112 kmph from WSW direction.

Cochin lies beyond the cyclone belt and therefore the risk of cyclones is negligible.

### 2.3.3 **Rainfall**

The maximum rainfall usually occurs during the SW monsoon period i.e. from June to September. The annual rainfall in the region varies between 2500 to 3500 mm.

**SIGNATURE OF THE BIDDER**

## SECTION - 3

### 3. INSTRUCTIONS 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 experienced and reputed firm/group/consultant in the field. The manner in which the Bid 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 Bid in the form and manner specified in this Bid Document. The proposal shall be submitted in the form at **Appendix - II** and the Price Bid shall be submitted in the form at **Appendix - XVIII in e-tender mode only**. Upon selection, the Bidder shall be required to enter into an agreement with CoPA in the form specified at **Appendix - XIV**.

##### 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 **The Consultant and its Affiliates shall not be entitled to participate in the project execution Bids/Tenders.**

- 3.2.3 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 CoPA in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to CoPA in accordance with the rules of CoPA. 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.

##### 3.2.4 **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.

**3.2.5 Guidance Note on Conflict of Interest is given below:**

- 1) 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.
- 2) Conflict of Interest may arise between CoPA 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) CoPA and Consultants**

- i) Potential Consultant should not be privy to information from CoPA which is not available to others; or
- ii) Potential Consultant should not have defined the Project when earlier working for CoPA; or
- iii) Potential Consultant should not have recently worked for CoPA 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 CoPA who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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 CoPA 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.
- 7) 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 CoPA at the earliest. Officials of CoPA 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**

Joint Venture is not permitted to participate in this tender. 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 Bids**

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 Bid**

The Consultant shall be responsible for all of the costs associated with the preparation of its Bid 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 and Inspection of Data**

Visit and inspection of the Project sites/Tanker Terminals by the bidders are mandatory for obtaining himself on his own responsibility all information / available data, that may be necessary for preparing the Bid and entering into a contract, in case of being successful. The site visits shall be at the Consultant's own expense. Permission, if required, to visit the Project Sites will be given on application to:

The Dock Master,  
Cochin Port Authority,  
Cochin – 682 009  
Kerala, India.  
Tel : 91-0484-2667721, 2582520  
E-mail: [dm@cochinport.gov.in](mailto:dm@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 CoPA;
- 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 CoPA 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. CoPA 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 Bids**

3.8.1 Notwithstanding anything contained in this Bid Document, CoPA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, 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 Bids 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 Bid if:

- a) at any time, a material misrepresentation is made or discovered, or

b) the Bidder does not provide, within the time specified by CoPA, the supplemental information sought by CoPA for evaluation of the Bid.

3.8.4 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the lowest evaluated Bidder gets disqualified /rejected, then CoPA reserves the right to consider the next lowest evaluated Bidder, or take any other measure as may be deemed fit in the sole discretion of CoPA, 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/Corrigenda/Amendments, if any, issued in accordance with Clause 3.10.

### **3.10 Amendment to Bid Document**

3.10.1 At any time prior to the due date for submission of the Bid, the Deputy Conservator may for any reason, whether at COPA's own initiative or in response to clarifications requested by a prospective Bidder, modify the Bid Document by issuance of addendum/corrigendum. **The Deputy Conservator, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid Document prior to the due date of submission of the Bid. Any Addenda/ Corrigenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port Authority's 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 Bid Due Date and the Bid extension notice shall be hosted in the above websites only.

3.10.2 If there are varying or conflicting provisions made in any Document forming part of the contract, the Deputy Conservator, 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 BID**

### **3.11 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.

### **3.12 Format and Signing of Bid**

3.12.1 Bidder shall prepare one set of his Bid 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.

3.12.2 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.

### **3.13 No Alternative Proposals by Bidders**

Bidders shall submit offers that comply with the requirements of the Bidding Documents. No alternative proposal will be considered.

### **3.14 The Bid**

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

3.14.2 The Bid shall contain the following:

- (i) Cost of Bid Document as indicated in Table at Clause 2 of Tender Notice or scanned copy of Exemption Certificate.
- (ii) Earnest Money Deposit as indicated in Table at Clause 2 of Tender Notice or scanned copy of Exemption Certificate.
- (iii) Duly signed Integrity Pact (vide **Appendix-IV**).
- (iv) Power-of-Attorney in favour of signatory(s) to the Bid, duly authenticated by Notary Public (vide **Appendix-III**).
- (v) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.
- (vi) Checklist of Documents as per **Appendix-V** duly signed.
- (vii) Details in **Appendix-VI** regarding Corporate Information of the Bidder.
- (viii) Details of Financial Turnover as per **Appendix-VII**
- (ix) Details of Experience in **Appendix-VIII Sheets 1 to 3**
- (x) 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-IX: Sheets 1, 2 & 3**.
- (xi) Approach, Methodology and Work Plan for performing the Assignment/Job as per **Appendix-X**
- (xii) Technical Bid – Undertaking-I as per **Appendix-XI**.
- (xiii) Technical Bid – Undertaking-II as per **Appendix-XII**.
- (xiv) Bank information for e-Payment system as per **Appendix-XV**.

- (xv) Bank Account details of Cochin Port Authority in *Appendix-XVI*.
- (xvi) *Undertaking for Financial Quote in the format as per Appendix-XVII*.
- (xvii) Copies of PAN and GST registration

### **3.15 Financial Quote**

3.15.1 Applicants shall submit the Price Bid only **in e-tendering mode** in the format at *Appendix-XVIII* clearly indicating the cost for providing “Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port” in Lumpsum charges/fees (In Indian Rupees) to be paid by the CoPA for the services/ assignment in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.15.2 This Lumpsum 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 the assignment, expenditure for obtaining all clearances, licenses, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of the services as per this Bid Document detailed in the Terms of Reference, amendments, alterations, modifications, if any, to the Bid Document.

**NOTE:** The Lumpsum fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in Clause 4 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 CoPA from each invoice. A certificate in this regard shall be furnished by 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.

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

### **3.16 Submission of Bid**

3.16.1 Bid shall be submitted **through e-tender mode** on the date and time as indicated in the Table at Clause 2 of the Tender Notice, strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.

**3.16.2** For online submission, the scanned copies of the Documents as detailed in **Clause 3.17** below need be submitted through e-Tendering mode on [www.tenderwizard.com/COPT](http://www.tenderwizard.com/COPT).

3.16.3 Price Bid (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 Price Bid (Schedule II) be submitted in hard copy, as it shall result in rejection of the Bid.**

3.16.4 **Non submission of the original financial instruments towards Cost of Bid Document, EMD, duly signed Integrity Pact and Power-of-Attorney, as applicable, on the Bid Due Date will lead to disqualification/rejection of Bids.**

3.16.5 The Bidders shall also submit one complete set of Bid already submitted in e-mode on Bid Due Date.

### **3.17 List of Documents to be submitted**

3.17.1 **List of Documents to be uploaded for online submission of The Bid:**

- (i) Scanned copy of financial instruments towards Cost of Bid Document or scanned copy of Exemption Certificate, as the case may be.
- (ii) Scanned copy of financial instruments towards EMD or scanned copy of Exemption Certificate, as the case may be.
- (iii) Scanned copies of **Appendices - I to XVII**, duly signed.
- (iv) Registration Certificate of the Company.
- (v) Copies of PAN and GST registration.
- (vi) Bid Document in PDF format with all Addenda/Corrigenda duly signed and sealed.

### 3.17.2 List of Documents to be submitted in original:

- (i) Letter of Submission (vide **Appendix-II**).
- (ii) DD / Pay Order/ Banker's Cheque towards Cost of Bid Document, as applicable.
- (iii) DD / Pay Order/ Banker's Cheque towards EMD, as applicable.
- (iv) Duly signed Integrity Pact (vide **Appendix- IV**).
- (v) Power-of-Attorney, if applicable, duly authenticated by Notary Public (vide **Appendix- III**).

### 3.18 Late Bids

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

### 3.19 Opening of Bids

3.19.1 The Officer inviting the Bid or his duly authorized assistant will open the Bids **online**.

3.19.2 The Bid shall be opened in the office of the Deputy Conservator, Cochin Port Authority after 15.00 hours on the last date fixed for receiving the Bids. Submission of Cost of Bid Document and EMD are verified initially. In case the Cost of Bid Document and EMD are not deposited or are not in order, the Bid will not be opened further and hard copy submitted will be returned.

3.19.3 If any Bid contains any deviation from the Bid Document and /or if the same does not contain Cost of Bid Document, EMD and duly signed Integrity Pact in the manner prescribed in the Bid Documents and the requirements of Minimum Eligibility Criteria and Technical Evaluation are not met with, then that Bid will be rejected. The Price Bid submitted in e-mode will not be opened in that case.

### 3.19.4 Opening of Price Bid

If the contents submitted by the Bidders in the Bid Document are in order and the requirements of Minimum Eligibility Criteria and Threshold Experience Score are fulfilled, then the Price Bid of that Bidder will be opened on a date as intimated through website. The Bidder's name, the Bid Prices etc. can be seen on the e-tender portal.

### 3.20 Bid Contents

Bids 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 Bid shall not be permitted to be changed/ altered either to fulfill Eligibility to Bid or to qualify for meeting the Bid parameters.

### **3.21 Responsiveness of Bids**

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

- (i) Documents not signed and submitted in full meeting requirements of Bid and not signed and not sealed in the manner prescribed in the Bid Document.
- (ii) Is not accompanied by the required financial instruments.
- (iii) If the requirements of the Bid Document are not met with/ agreed to.

### **3.22 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.

### **3.23 Currency**

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**

### **3.24 Negotiations**

3.24.1 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 Award of Work**

3.25.1 The contract will be awarded to the Bidder whose Bid is found to be responsive and the lowest evaluated bid in the selection process by CoPA.

3.25.2 The successful Bidder shall be issued a Letter of Acceptance (LoA) by CoPA by 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.

### **3.26 Signing of Agreement**

3.26.1 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-XIV** for the due and proper fulfillment of the Contract within six weeks from the date of the Letter of Acceptance or within such time as extended by the Employer. The Consultant shall submit 12 (Twelve) copies of signed agreement excluding original in bound volume at their own cost.

3.26.2 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 30 (Thirty) days from the date of Letter of Acceptance, whichever is earlier.

### **3.27 Substitution of Key Personnel**

- 3.27.1 The Employer expects all the Key Personnel to be available during implementation of the Agreement and consultant will not substitute any Key Personnel without the approval of the Employer. The Employer will not normally consider substitution of Key Personnel except for reasons of any legal disqualification, incompetence, incapacity, major health issues or any other reasons beyond the control of the consultant. Such substitution shall ordinarily be permitted 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 Rs. 1.25 lakh shall be deducted from the payments due to the Consultant for every substitution of each Key Personnel. However, no cost will be deducted if the substitution is carried out as per the requirement of the Employer.
- 3.27.2 CoPA 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.

### **3.28 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.

### **3.29 Commencement and Completion of Work**

The Consultant shall commence the Work within 30 (Thirty) days from the date of Letter of Acceptance 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 Assignment 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 Chairperson, Deputy Chairperson or the Deputy Conservator or any other officers, so nominated by the Board.
- b) **“Deputy Conservator”** means the Deputy Conservator of Cochin Port Authority.
- c) **“Engineer / Officer-In-Charge”** means Superintending Engineer/ any other Officer in charge of this Assignment as nominated by the Deputy Conservator.
- d) **“Bid Document / Bid /Tender Document / Proposal / RFP”** means this Document inviting Bids from the Consultants for the Assignment, in response to which the Consultant’s proposal for providing Services are accepted.
- e) **“Bidder/Applicant”** means the person or persons, firm, Corporation, or Company who submits a Bid for the subject Assignment.
- f) **“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 Document.
- g) **“Work / Assignment / Contract”** means the works to be executed by the Consultants detailed in this Bid Document including Terms of Reference.
- h) **“Consultant / Contractor”** means the successful Bidder who is awarded the Assignment.
- i) **“Date of Commencement of Work”** means the actual date on which the Consultant commences the work related to the Assignment **OR** the 30<sup>th</sup> day from the date of Letter of Acceptance, whichever is earlier.
- j) **“Party”** means either the Employer or the Contractor, as the case may be.
- k) **“Defect Liability Period”** means the date on which the defect liability period of the Contract for Upgradation of Fire Fighting Facilities Tanker Terminals (viz. COT, NTB-STB and Q-4) expires.

#### 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 there of 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 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 Deputy Conservator,  
Deputy Conservator's Office,  
Cochin Port Authority,  
Cochin – 682 009, Kerala, India.  
Tel: 91-0484-2666417, 2582500  
Email: dc@cochinport.gov.in

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

4.3.1 Each Bid shall be accompanied by an Earnest Money as indicated in the Table in Clause 2 of the Tender Notice. EMD shall be deposited /furnished either through Demand Draft/ Pay Order / 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 EMD shall be treated as Non-responsive and shall be rejected by the Employer.

4.3.2 The EMD / Bid Security of unsuccessful Bidders other than L-1 and L-2, will be refunded immediately after ranking of the Bids. The EMD of the L-1 and L-2 Bidders will be discharged after L1 Bidder has furnished the required Performance Security and signed the Agreement.

### **4.3.3 Forfeiture of EMD / Bid Security**

EMD / Bid Security 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 to sign the Agreement or furnish the required Performance Security within the specified time limits.

## **4.4 Care and diligence**

4.4.1 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.

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

#### **4.5 Taxes & duties**

4.5.1 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 applicable rate from time to time, on the gross amount of the Consultant's bill for payment.

4.5.2 The Bidder shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

#### **4.6 Confidentiality**

4.6.1 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 Assignment related to those Documents.

#### **4.7 Suspension of Assignment**

4.7.1 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 4.9 to successfully carry out the Assignment or to accomplish the purpose of the Contract.

#### **4.8 Termination of Assignment**

##### **4.8.1. Termination for Default:-**

The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Consultant fails to perform the performance of any of the services under the Contract to the satisfaction of the Employer;
- (b) the Consultants fails to adhere the timeline for various activities specified in the Project Schedule or within the extended time granted by the Employer in writing;
- (c) the Consultants stops the assignment when stoppage of assignment has not been authorised by the Employer :
- (d) a payment certified by the Engineer or his nominee is not paid by the Employer to the Consultants within 50 days of the date of the Engineer or his nominee's certificate:
- (e) the Engineer or his nominee gives Notice that failure to correct a particular Defect/ is a fundamental breach of Contract and the Consultants fails to correct it within a reasonable period of time determined by the Engineer or his nominee.
- (f) the Consultants has delayed the completion of assignment by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract and
- (g) if the Consultants, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
- (h) the Consultants threatens or misbehaves with or physical attack on any of the employee / officer of the Port

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.”

When either party to the Contract gives notice of a breach of contract for a cause other than those listed above, the Employer shall decide whether the breach is fundamental or not.

#### 4.8.2. Termination for Insolvency:-

The Employer may at any time terminate the Contract by giving notice to the Consultants, if the Consultants becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultants, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

#### 4.8.3. Termination for Convenience:-

The Employer, by notice sent to the Consultants, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of Termination shall

specifies that the Termination is for the Employer's convenience, the extent to which performance of the Consultants under the contract is terminated, and the date upon which such termination becomes effective. Such termination shall be subject to reimbursement in full for such costs as shall have been duly incurred prior to the date of such termination.

#### 4.8.4. Termination due to Force Majeure:

If any of the Force Majeure events under Clause 4.9 shall have happened and be continuing for a period of two weeks from the date of notice of event by the Employer, then Employer by written notice to the Consultants may terminate the Contract.

The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 30 (thirty) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 30 (thirty) days prior written notice thereof.

#### 4.8.5. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Consultants, the Engineer or his nominee shall issue a certificate for the value of the work done less stage payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less any extra cost of completing the assignment through other means which may be incurred by the Employer. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer or his nominee shall issue a certificate for the value of the assignment done, the reasonable cost of repatriation of the Consultants' personnel employed solely on assignment, less payments already received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

#### 4.8.6. Termination of the Assignment by the Consultant

The Consultant shall promptly notify CoPA in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant, which makes it impossible for the Consultant to carry out its obligations under the Contract. Upon confirmation in writing by the CoPA of the existence of any such situation or event, or upon failure of the CoPA to respond to such notice within 30

(thirty) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 30 (thirty) days prior written notice thereof.

#### **4.9 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, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome”.
- 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.

#### **4.10 Dispute between the Consultant and Cochin Port Authority**

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

##### **4.10.1 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 Chairperson 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 Chairperson shall give his decision within 30 days of receipt of Consultant's appeal. If the Consultant is dissatisfied with this decision then:

- a) If the value of claim under the Contract is upto Rs. 1crore shall not be referred for adjudication through arbitration and
- b) If the value of claim under 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 claim under the Contract is above Rs.5 crores, the Consultant shall within 30 days of receipt of the decision of the Chairperson, appoint an arbitrator and give notice to the Chairperson 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) Notwithstanding the above, 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).



- 4.10.2 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 Chairperson of the appeal.
- 4.10.3 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.
- 4.10.4 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.
- 4.10.5 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.
- 4.10.6 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.
- 4.10.7 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.
- 4.10.8 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.

#### **4.10.9 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 Chairperson 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.

#### **4.11 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.

#### **4.12 Obligations of the Consultant**

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

All reports, clearances, plans, drawings, specifications, designs 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.

##### **4.12.2 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 CoPA as a result of a default in the designs, specifications, contract drawings, execution of the works etc. 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 i.e., the Defect Liability Period. In case, the Consultant fails to perform the performance of the services under the Contract, Cochin Port Authority will be at the liberty to forfeit the performance security amount.

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

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

#### **4.14 Performance Security**

Within 21 (twenty one) days of date of the Letter of Acceptance from CoPA, the Successful Bidder shall furnish to 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 10% of the Award Price / Contract Price as per the draft annexed at **Appendix-XIII** 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 forfeiture of EMD. The Performance Security shall remain in force for a period of 60 days after the satisfactory completion of the Contract including the Defect Liability Period and will be discharged thereafter subject to the condition stated therein. Obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

#### **4.15 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 and 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 within 30 days of Letter of Acceptance (LoA), showing that such insurance has been paid.

The risks and the coverages shall be as follows:

##### **a) Professional Indemnity Insurance**

Professional Indemnity Insurance, with a minimum coverage equal to value of contract price shall be submitted by the Consultant within 30 days of LoA and before signing of the Agreement. Professional Indemnity insurance shall cover the claims arising out of losses and/or damages during the period of insurance first made in writing against the Insured during the Policy Period and Insured shall be indemnified in accordance with Operation Clause for any breach of Professional duty by reason of any negligent act, error or omission, whenever and wherever committed or alleged to have been committed during the period of insurance and the deliberate non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies. The insurance shall be in force upto the Defect Liability Period.

##### **b) Third Party Insurance**

- i) 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. The policy should cover the period of Consultancy and Defect Liability Period.
- ii) The Consultant shall, in the joint names of the Consultant and CoPA, insure against all damages or injury occurring before all the works have been taken over to any person or to any property (other than property forming part of the works) due to or arising out of the execution of the works or during the travel to the site. Such insurance shall be effected for an amount for Rs.1,00,000/- (Rupees One Lakh only) per occurrence from the date of commencement till completion of the Defect Liability Period and the Consultant shall from time to time when so required by CoPA produce the policy and the receipt for the premium.

#### **4.16 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 Kochi City Police / Police station near to the project location anywhere in India, as the case may be, about the accident

in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

#### **4.17 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 desertion of the port.

#### **4.18 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.

#### **4.19 Defect Liability Period:-**

Defect Liability Period of Consultancy contract will be upto the date on which the defect liability period of the Contract for Upgradation of Fire Fighting Facilities of all Tanker Terminals (viz. COT, NTB and Q-4) expires. Defect liability period of the Contract for Upgradation of Fire Fighting Facilities of each Tanker Terminal (viz. COT, NTB and Q-4) will be one year from the date of satisfactory completion and handing over of the respective Terminal to the Employer or as extended by the Employer. Defect liability of the Consultants with respect to each Terminal will be over on expiry of defect liability period of the Contract for Upgradation of Fire Fighting Facilities of the respective Terminal.

**SIGNATURE OF BIDDER**

## SECTION – 5

### 5. PROPOSAL EVALUATION

#### 5.1 General

5.1.1 The first level evaluation of bids shall be carried out as per the Minimum Eligibility Criteria and Other Eligibility Considerations set out in Clauses 6 & 7 of Tender Notice and Clauses 1.4 & 1.5 of Invitation of Proposal. The qualified Bidders after such evaluation shall only be considered for further evaluation of Technical Bids.

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

**TABLE 2**

Parameter	Maximum Technical Score	Minimum Aggregate Score for Short Listing
a) Relevant Experience	60	36
b) Skill and Competency of Team	35	21
c) Approach, Methodology & Work Plan	5	3
Total Technical Score	100	60

5.1.3 The maximum achievable Total Technical Score for every Bidder would be 100. To be technically qualified, the Bidder would need to secure a minimum of 60% marks.

#### 5.2 Evaluation of the Bid

5.2.1 Evaluation of Technical Bids:-

The Technical Bid will be evaluated as per the following criteria:

**TABLE 3**

Sl. No.	Description	Marks
1.	Past experience of <i>similar</i> consultancy assignments successfully completed by the bidder during the last seven years ending..... as per Clauses 6 & 7 of Tender Notice and Clauses 1.4 & 1.5 of Invitation of Proposal. Every Bidder has to provide details in respect of similar consultancy assignments successfully completed by him as per the format set out in <b>Appendix-VIII Sheets 1 to 3</b> .	<b>60</b>
1.1	Maximum mark for one similar Consultancy assignment successfully completed.	36
1.2	12 marks per each additional similar Consultancy assignment successfully completed, subject to a maximum of 24 additional marks.	24

Note: Marks will be awarded based on satisfactory completion certificates issued by the Employer of assignments of consultancy, enclosed along with the Technical Bid.

2	<p><b>Skills &amp; Competencies of Team - Details of the Key Personnel</b></p> <p>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 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.</p> <p>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 <b>Appendix-IX Sheet 1</b> 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.</p> <p>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 <b>Appendix-IX Sheet 2</b>. 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.</p>	35
2.1	<p><b>Team Leader</b></p> <p>Team Leader has to coordinate the team. 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.</p> <p><b>Minimum Qualification:</b> Graduate in Mechanical/ Production Engineering.</p> <p><b>Minimum Experience:</b> Minimum 15 years of post qualification experience out of which the Consultant should have been worked in atleast one mechanical work involving construction/ design of mechanical structures / Piping in Oil Refineries/ Petrochemical Industries/ Port Tanker Terminals, costing not less than 10 crores.</p>	15
2.2	<p><b>Electrical/ Instrumentation Expert</b></p> <p><b>Minimum Qualification:</b> Graduate in Electrical/ Electronics/ Instrumentation Engineering</p> <p><b>Minimum Experience:</b> Minimum 15 years of post qualification experience out of which the Consultant should have been worked in atleast one electrical work involving design/ installation of Electrical/ instrumentation/ PLC Systems costing not less than 5 crores.</p>	8
2.3	<p><b>Structural Designing (Civil)and Costing Expert</b></p> <p><b>Minimum Qualification:</b> Post Graduate in Structural Engineering.</p> <p><b>Minimum Experience:</b> Minimum 10 years experience out of which the Consultant should have been worked in atleast one work involving design/costing/construction of marine civil structures, costing not less</p>	7

	10 crores.	
2.4	<p><b>Geo-Technical Expert</b>  <b>Minimum Qualification:</b> Post Graduate in Geo-Technical Engineering  <b>Minimum Experience:</b> Minimum 10 years experience out of which the Consultant should have been worked as Geo-Technical Expert in atleast one Project involving design/ costing/ construction of marine civil structure costing not less than 10 crores</p>	5
	* <i>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.</i>	
3	<p><b>Approach, Methodology &amp; Work Plan Proposed &amp; Presentation</b>  To assess experience and capabilities of handling similar Consultancy assignments and to evaluate the consultant regarding their understanding and preparedness for the present assignment. The bidder has to submit Power Point Presentation on this before CoPA.</p> <p>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 <b>Appendix-X</b> which shall be covered in approximately 3,000 words.</p>	5
	<b>Total</b>	<b>100 Marks</b>

**Explanatory notes:**

- a) The team shall include a minimum of 4 Key Personnel including the Team Leader.
- b) Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation /selection criteria.
- c) The above Key Personnel would need to be involved in providing the Services to CoPA. Team Leader should be present in all meetings with CoPA and other Key Personnel have to be present in the meetings relevant to their discipline as requested by CoPA.
- d) The manpower requirement of the Assignment is not limited to the above Key Personnel. The above Key Personnel detailed is only for evaluation purpose. The Consultants shall provide additional appropriate man-power for assisting the Key Personnel so as to complete the entire work as per the TOR to the satisfaction of the Employer and complete the work within the time lines mentioned in the TOR.

**5.2.2 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 Proposed & Presentation. *Any Bidder who achieves a minimum prescribed score for (a) Relevant Experience, (b) Skill and Competency of Team and (c) Approach, Methodology & Work Plan and total aggregate technical marks of 60 (Threshold Experience Score) as per Clause 5.1.2, Table 2 above would be deemed to have technically qualified for the next Bidding stage viz. Price Bid Stage.*

### 5.2.3 Evaluation of Financial Bids

The Price Bids of only the technically qualified Bidders will be opened. For financial evaluation, the basic cost inclusive of all taxes, duties, levies, etc., but excluding GST as indicated in the Price Bid, will be considered.

The Employer will determine whether the Price Bids are complete, qualified and unconditional. The cost indicated in the Price Bid 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. In order to determine the lowest evaluated bid, Cochin Port will consider the **grand total amount of price schedule. The lowest evaluated bid will be selected as the successful bid.**

**SIGNATURE OF BIDDER**



**TERMS OF REFERENCE (ToR)**

**CONSULTANCY SERVICES FOR THE WORK OF UPGRADATION OF FIRE FIGHTING FACILITIES OF TANKER TERMINALS COT, Q-4 AND OTB (NTB-STB) AT COCHIN PORT.**

**1. PROJECT INFORMATION**

Cochin Port is one among the 13 Major Ports under Ministry of Ports, Shipping & Waterways, Govt. of India located at Latitude 09 ° - 58 ‘ N, Longitude 76 ° - 16 ‘ E, in Ernakulam District, Kerala State.

Majority of Cargo handled at Cochin Port are crude oil and POL Products. Cochin Port Authority (COPA) provided facilities in its four berths viz. North Tanker Berth (NTB) and South Tanker Berth (STB) (commonly known as Oil Tanker Berths -OTB), Cochin Oil Terminal (COT) and Oil Berth Q4 for handling of POL products.

Category of Tanker Berths as per the Classification in accordance with Table-1 (for POL Products) of OISD –STD-156 OF 2017 are as follows:-

Sl. No.	Berth	Sl. No. as per Table -1	Category as per Table -1 of OISD-STD-156 of 2017	Remarks
1	South Tanker berth (STB)	(2)	Tanker Berth at a wharf or Jetty handling Ships of less than 20,000 Tonnes deadweight capacity.	These two berths are adjacent berths commonly known as Oil Tanker Berths (OTB). A common Fire water pump house is provided for catering to the fire water requirement of both the jetties
2	North Tanker Berth (NTB)	(3)	Tanker Berth at a wharf or Jetty handling Ships of 20,000 Tonnes and above but less than 50,000 Tonnes deadweight capacity.	
3	Cochin Oil Terminal (COT)	(5)	Tanker Berth at a wharf or Jetty handling Ships of 100,000 Tonnes deadweight or larger capacity.	Commissioned during 1984
4	Oil Berth- Q4	(3)	Tanker Berth at a wharf or Jetty handling Ships of 20,000 Tonnes and above but less than 50,000 Tonnes deadweight capacity.	Converted from General Cargo Berth to Oil berth during 2014.

CoPA propose to up-grade the Fire Fighting Facilities of above four Oil handling berths viz. North Tanker Berth(NTB) and South Tanker Berth (STB) commonly known as Oil Tanker Berths (OTB), Cochin Oil Terminal (COT) and Oil Berth Q4 to the requirement of

latest OISD Standard 156 applicable for Fire Protection Facilities for Ports handling Hydrocarbons.

## **2. OBJECTIVES OF THE ASSIGNMENT:-**

As detailed in this Bid document Cochin Port Authority propose to up-grade the Fire Fighting Facilities of above four Oil handling berths to the requirement of latest OISD Standard 156 applicable for Fire Protection Facilities for Ports handling Hydrocarbons. In order to take up this upgradation work, CoPA proposes to engage an experienced Consultant with a team of multi-disciplinary professionals for identification of additional facilities required for upgradation of the Fire Fighting Facilities of the Terminals as per the OISD requirements, prepare the design, drawings, detailed scope of work & technical specification, Schedule of requirements, estimate and terms and conditions that are to be incorporated in the tender for execution of Upgradation work. The Consultants shall also provide technical assistance as per the requirement of COPA so as to ensure that the upgradation works are executed in accordance with the design and other parameters recommended by the Consultants and the project is completed as per the Schedule.

## **3. SCOPE OF THE ASSIGNMENT**

The scope of services to be provided by the Consultants for each of the Terminal is almost the same. Among the three Terminals, Draft of the detailed Scope of Work, Technical Specification and Estimate for OTB(NTB-STB) had already prepared by COPA and Consultant is required to modify the same as required. Scope of Work of Consultants commonly applicable for all the three Terminals are given below. The tentative implementation Schedule is given in this documents under a separate heading “Work Plan”. The Consultants are required to provide the services for each Terminal as per the priorities and tentative Schedule given. The Scope of Work of the Consultant commonly applicable to all the Terminal include but not limited to the following:-

### **3.1. Preparation of DPR covering the following:-**

#### **3.1.1. Identification of additional facilities to be created for Upgrading the Fire Fighting System:**

The activities include but not limited to the following:-

- i) Review of the following documents, viz;
  - (a) Recommendations made by PESO on the Gaps,
  - (b) Basic document prepared by COPA indicating requirements of major items to be provided/work to be performed
  - (c) Audit Report of OISD dated 18-01-2023 based on the auditing done in September, 2022 at Cochin Port.
  - (d) Available lay outs and details of existing Fire Fighting Facilities of each Terminal.
  - (e) Detailed Scope of Work, Schedule of Requirement, Technical Specification and Detailed Estimate pertaining to the Upgradation of Fire Fighting Facilities of NTB-STB already prepared by Cochin Port Authority.

- ii) Study of existing fire water line/foam line lay out by visiting each of the Terminal;
- iii) Conduct hydraulic studies to meet the new water requirement and prepare the revised fire water network / foam line lay out considering site constraints / requirements/ shortcomings, complying with latest OISD 156 norms. (The new pipeline lay out shall be designed in such a way that the existing fire waterlines / foam lines/equipments are utilized to the maximum extent possible).
- iv) Consultant shall study the healthiness / suitability of existing Monitor Towers, Valves and other high value items / structures so as to explore the possibility of utilizing the same thereby reducing the overall project cost.
- v) Conduct examination of the existing Pump House, to have an idea about the modifications/additional space requirement of Pump House area to accommodate additional higher capacity Fire Pumps, Jockey Pump, Foam Pump etc. while upgrading the Fire Fighting Facilities.
- vi) Study healthiness of existing civil structures and suggest modifications if any required to the structures for laying of modified/additional Fire Water pipeline/Foam line;
- vii) Consultant shall formulate and submit preliminary recommendations on the additional facilities to be provided for upgradation of Fire Fighting System to meet the OISD Standard 156 of 2017 applicable for Fire Protection Facilities for Ports handling Hydrocarbons. In case, OISD issues further revision of OISD Standard 156 within the date of Cochin Port's Work Order to the Consultant, the Consultant shall consider such latest revision of OISD Standard, while formulating their Preliminary recommendations.
- viii) While submitting the preliminary recommendations on additional facilities to be provided for upgradation of Fire Fighting Facilities, the Consultants shall incorporate a section detailing the steps to be taken by COPA and related documentation works for obtaining the PESO approval for the Terminal upon completion of upgradation work of Fire Fighting Facilities in compliance of OISD STD 156/2017. COPA will examine the recommendations of the Consultants in this regard and appropriate decision will be taken as to whether necessary documentation work for obtaining the PESO approval will be included under the scope of work of the tender for the upgradation work and Consultants shall incorporate necessary provision in the tender documents accordingly.

### **3.1.2. Design & Detailed Engineering of Proposed Upgradation of Fire Fighting Facilities:**

The activities include but not limited to the following:-

- i) After receipt of comments of CoPA on the preliminary recommendations, the Consultants shall design the proposed Fire Fighting System complying with the latest OISD 156 norms. The Fire water lines should be designed considering incorporation of deluge valve fittings and new proportioner fittings for foam lines.

- ii) Consultants shall prepare detailed Scope of Work, Technical Specifications, detailed drawings including Piping & Instrumentation Diagram, Layout of Infrastructure, Cable lay out of the proposed upgradation of Fire Fighting Facilities etc.
- iii) Consultants shall also prepare detailed Schedule of requirements of Fire Pumps/Foam Pumps/Jockey Pumps/ items / materials / pipelines / valves / equipments / monitors / Fire detection alarm / communications system / Cables/ Controls for the proposed upgradation (While preparing the detailed Schedule of requirements, the possibility of utilizing existing equipments and fittings shall be considered).
- iv) Preparation of detailed Technical specification for all the equipments and items included in the Schedule of Requirements;
- v) The Consultant shall prepare an indicative QAP for all critical machineries/equipments/materials and critical works indicating the stage-wise check points, acceptance levels and reference to relevant codes for incorporating in the tender by COPA. COPA shall appoint a TPIA to ensure that the work is executed by the Contractor as per the approved QAP. Therefore, QAP shall be framed by the Consultant for the work of each of the Terminal to ensure by COPA that the work is executed as per the Scope of Work, Technical Specification, Work Methodology and implementation schedule recommended by the Consultant.
- vi) Submission of document covering all the aspects mentioned above. Once COPA gives approval for the design of proposed upgradation of Fire Fighting Facilities submitted by the Consultants, detailed Scope of Work, Schedule of requirements, detailed Technical Specification, the Consultants shall prepare and submit the finalized Scope of Work, Schedule of Requirements and detailed specification of all the items, detailed drawings and all other information that are required for invitation of tenders and various terms & conditions to be incorporated in the tender to be invited by CoPA for the proposed upgradation work.
- vii) Based on the finalized Scope of Work, Schedule of Requirements and Detailed Specifications, all drawings and layouts approved by COPA, the Consultant shall prepare the detailed estimate of proposed up gradation of Fire Fighting System as per the laid down procedure of COPA.
- viii) All the Terminal are currently handling Tankers and hence the upgradation work needs to be taken up with minimum disruptions to Tanker operations. Therefore, the Consultant shall recommend a suitable methodology of work and schedule of execution of work considering the requirement and minimum Terminal shutdown. The report of Consultant shall include the duration of Terminal shutdown required for the successful execution of work. While analyzing the shut down requirements of each Terminal, the Consultant shall also consider the requirement of Port users viz. BPCL, IOCL and HPCL.
- ix) Consultant shall submit Schedule of implementation of proposed fire Fighting Facilities including CPM/PERT/Gantt chart / Bar chart.
- x) Preparation of detailed scope of work and deliverables of TPIA for floating tenders by CoPA for appointment of TPIA (While preparing the scope of work of TPIA, the scope of work of Consultants should be taken into consideration and duplication of work among TPIA and Consultants should be avoided). Appointment of TPIA will be done by CoPA after the award of work of upgradation of Fire Fighting Facilities. TPIA is required to carry out the

inspection/certification of various equipments/entire Fire Fighting System as per the approved QAP of the Contractor. TPIA has to ensure/certify that the Contractor has executed the work as per the tender specifications.

### **3.1.3. Assistance during Tendering :-**

a) Tender for Upgradation of Fire Fighting Facilities :-

Based on the details given in the DPR, COPA shall prepare the Tender Document and float the tender for the proposed Upgradation Work separately for each Terminal at the appropriate time. The Scope of Work of the Consultants during tendering stage include but not limited to the following:-

- (i) Attend pre-bid meeting (mostly through VC) and assist CoPA to prepare reply to the pre-bid queries;
- (ii) Provide assistance as required while evaluating and finalizing the tenders by COPA (Tender evaluation and contract award will be done by COPA);

b) Tender for appointment of TPIA for inspection and certification of Upgradation Work:-

Based on the details given in the DPR, COPA shall prepare the Tender Document and float the tender for the appointment of TPIA immediately upon award of Contract for Upgradation of each Terminal separately. The Scope of Work of the Consultants during tendering for TPIA include but not limited to the following:-

- (i) Attend pre-bid meeting (mostly through VC) and assist CoPA to prepare reply to the pre-bid queries;
- (ii) Provide assistance as required while evaluating and finalizing the tenders by COPA (Tender evaluation and contract award will be done by COPA);

### **3.1.4. Assistance during Contract execution of Upgradation of Fire Fighting Facilities:**

3.1.4.1. Supervision of Upgradation Work by the Consultants are not envisaged in this contract. COPA will engage TPIA to ensure that the work is executed as per the approved QAP and thereby ensure that the work is carried out as per the tender requirements. Consultants shall provide technical assistance during execution of work till successful commissioning of Upgraded Fire Fighting Facilities as and when required by COPA. The scope of Consultants during this stage include but not limited to the following :-

- (i) The consultants shall be present in the Kick off meetings held with the Contractors / Vendors, at CoPA office. Minutes of the Kick off meeting shall be prepared by the Consultants and submitted to CoPA for approval.
- (ii) The Consultant shall identify the various elements of work, their interdependencies and review the action plan submitted by the contractor in line with COPA's requirement.
- (iii) The Consultant shall scrutinize the construction methods and activity proposed by the contractor for all works of the project, keeping in view to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and safety of works, personnel and the general public.
- (iv) Scrutiny of Data Sheets in respect of various equipments/ Systems/ materials furnished by the Contractor with reference to the tender requirements and submit report so as to enable COPA to give approval to the Contractor for the same.
- (v) Scrutiny of QAPs furnished by the Contractor with reference to the tender requirements and submit report/recommendations so as to enable COPA to issue approval of QAP to the Contractor.
- (vi) Consultants shall provide technical advices/assistance as and when required by COPA during the execution of upgradation work till its completion (Off-site support) to sort out various issues that may arise during the upgradation work.
- (vii) The respective key personnel of the Consultants are required to visit the site as and when required by COPA during the execution of Upgradation Work. The Consultants are required to indicate per man-day rate (common rate shall be applicable for all the four Key Personnel irrespective of their discipline). While evaluating the Financial bids, the total cost of site visits as per the estimated number of visits will also be considered as indicated in the Price Schedule. Payment to the Consultants towards the services rendered through site visits will be made on quarterly basis based on the actual man-days deployed at COPA site during the execution of Upgradation Work as per the rate quoted. Notice for the site visit during the Upgradation Work will be issued to the Consultants 7 days in advance. Total anticipated visits in man-days (including all the four Key Personnel) during the upgradation work execution by the Contractor for NTB-STB, Q-4 are 13 man-days each and 17 man-days for COT. (Total 43 man-days).

***Note:- The bidders may please note that COPA is not proposing to upgrade the Fire Fighting Facilities at STB along with the upgradation of Fire Fighting Facilities at NTB. Therefore, Technical assistance during Contract execution of Upgradation of Fire Fighting Facilities is not required for STB under this tender. The bidder may consider this aspect while quoting their financial bid.***

3.1.4.2. In case the expenditure on the upgradation work of each terminal is likely to exceed the estimate submitted by the Consultants for the respective Terminal by more than 10%, a Revised Cost estimate (RCE) is required to be prepared and submitted to COPA by the consultant, The revised estimate shall contain the following analysis:

- (i) Variation between RCE & SE for each sub-head of SE.
- (ii) Break up of each variation into –
  - 1) Change in the scope of work (variation in quantities or quality).
  - 2) Additional items of work.
  - 3) Increase in the prices of labour and material.
  - 4) An explanation for each variation.

### 3.1.5. List of Deliverables by the Consultants:-

Consultants shall submit the various documents as per the schedule indicated below:-

Sl. No.	Document	Tentative Scheduled Completion (days)		
		OTB (NTB-STB)	Q-4	COT
1	Identification of additional facilities to be created for Upgrading the Fire Fighting System & submission of Preliminary Recommendations as per 3.1.1 including one presentation for each Terminal (from Work Order)	50 days	84 days	182 days
2	Receipt of comments of COPA on Preliminary Recommendations of Consultants (from the date of receipt of Preliminary Recommendations from the Consultants)	20 days	28 days	28 days
3	Final DPR as per 3.1.2 (from the date of receipt of comments of COPA on the Preliminary recommendations )	14 days	21 days	28 days
4	Draft Reply to the Pre-bid Queries (from the date of Pre-bid meeting)	5 days	5 days	5 days
5	Approval of QAP of Contractor by Consultants (from the date of submission of QAP by the Contractor)	7 days	7 days	7 days
6	Reports on Data Sheets of various equipments/ Systems/materials furnished by	3 days	3 days	3 days

	the Contractor (from the date of submission)			
7	Technical advises on various issues that may arise during execution of Upgradation work as required by COPA.	--	--	--
8	Revised cost Estimate of each Terminal in case the actual expenditure likely to exceed 10% above the sanctioned estimate.	--	--	--

### **3.1.6. Documents to be made available by Cochin Port Authority**

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

- (a) Recommendations made by PESO on the Gaps,
- (b) Basic document prepared by COPA indicating requirements of major items to be provided/work to be performed
- (c) Audit Report of OISD dated 18-01-2023 based on the auditing done in September, 2022 at Cochin Port.
- (d) Available lay-outs and details of existing Fire Fighting Facilities of each Terminal.
- (e) Detailed Scope of Work, Schedule of Requirement, Technical Specification and Detailed Estimate pertaining to the Upgradation of Fire Fighting Facilities of NTB-STB already prepared by Cochin Port Authority.

3.1.6.2. Consultants shall make their own arrangements for transport arrangements from Consultants premises to COPA and local transport for various site visits and all other connected facilities that are required for the successful execution of the Consultancy Contract at their cost and risk.

### **3.1.7. WORK PLAN**

3.1.7.1. As the detailed scope of work, technical specification and estimate of work at NTB has already been prepared by COPA, review and finalisation of the same is the first priority work of the Consultants so as to enable COPA to float the tender for NTB Fire Fighting Upgradation work immediately. Second priority of the Consultant is to finalise DPR for Q-4 berth so as to enable COPA for the subsequent tendering for upgradation at Q-4 berth. DPR and subsequent tendering for upgradation work at COT need to be planned in such a way that the Work Order for execution of Work at COT by the Contractor for upgradation need to be placed about 6-7 months prior to the anticipated completion date of upgradation works at NTB so that work execution at site of COT can be commenced immediately on commissioning of Fire Fighting Facilities at NTB-STB. (Simultaneous closure of COT and NTB will hamper the cargo operations



through the Port).

3.1.7.2. Indicative work schedule for upgradation of Fire Fighting Facilities at NTB-STB, Q-4 and COT is furnished in *Annexure - I* which is prepared in line with the above requirement. As per the above Work Schedule, the approximate duration of Implementation of Upgradation of Fire Fighting Facilities for all the Terminals will be roughly 33 months from the date of notification of award of Contract to the Consultants. If required, the completion period of Project may be further extended and 2-3 months thereafter would be required for closing the contract documents of the Consultants.

### 3.1.8. MANPOWER REQUIREMENT:-

3.1.8.1. The team of Consultants assigned for this project shall comprise of multi-disciplinary experts having all the requisite & necessary skills for carrying out the works as per the Scope of Work. Team members at various levels shall be most appropriate for the successful completion of the Project. The responsibilities of the Consultants shall include but not limited to formulating the recommendations on various requirements for upgrading the Fire Fighting Facilities of the Terminals as per the OISD requirements, prepare the design, detailed drawings, detailed scope of work & technical specification, Schedule of requirements, estimate and terms and conditions that are to be incorporated in the tender for execution of Upgradation work etc. as detailed in this document. The Consultants shall also provide technical assistance as and when required by COPA so as to ensure that the works are executed in accordance with the design, technical specification, scope of work and work methodology recommended by the Consultants and the project is completed as per the Schedule.

3.1.8.2. Full time supervision at site by the Consultants during the execution of Upgradation of Fire Fighting Facilities of the Terminals are not included in the Scope of Work of the Consultants. (i.e. site supervision, project management and commissioning shall be under CoPA's scope)

e) The requirement of Consultants (Key Personnel) shall be as per the following man power deployment presented in Table -1 below. Any expert and other supporting staff required to be engaged by the Consultant in this project over and above the key personnel mentioned in the below table, to carry out the work of Consultants as per the Scope of work, shall be arranged by the Consultants at no additional cost to COPA. It is responsibility of the Consultants to complete the entire work as per the requirement specified in the tender document to the satisfaction of the Employer and complete the work within the time lines mentioned in the TOR.

### 3.1.9. Team composition:-

3.1.9.1. The Bidder shall provide details in respect of the key personnel proposed to be associated in providing the services to CoPA. The Bidder shall nominate at least one expert separately for each of the four skills viz. (i) Mechanical/ Piping Expert in Fire Fighting Facilities (ii) Electrical/ Instrumentation Expert (iii) Structural Designing (Civil) and Costing Expert (iv) Geo-Technical Expert.

3.1.9.2. Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Sl. No.	Key Personnel	Educational Qualification	Experience on assignments
1	Mechanical/ Piping Expert	Graduate in Mechanical/ Production Engineering	Minimum 15 years of post qualification experience out of which the Consultant should have been worked in atleast one mechanical work involving construction/design of mechanical structures /Piping in Oil Refineries/Petrochemical Industries/Port Tanker Terminals, costing not less than 10 crores.
2	Electrical/ Instrumentation Expert	Graduate in Electrical/ Electronics/ Instrumentation Engineering	Minimum 15 years of post qualification experience out of which the Consultant should have been worked in atleast one electrical work involving design/ installation of Electrical/ instrumentation/ PLC Systems costing not less than 5 crores.
3	Structural Designing (Civil) and Costing Expert	Post Graduate in Structural Engineering	Minimum 10 years experience out of which the Consultant should have been worked in atleast one work involving design/costing/construction of marine civil structures, costing not less 10 crores.
4	Geo-Technical Expert	Post Graduate in Geo-Technical Engineering	Minimum 10 years experience out of which the Consultant should have been worked as Geo-Technical Expert in atleast one Project involving design/ costing/ construction of marine civil structure costing not less than 10 crores.

3.1.9.3. As the core jobs involved in the upgradation of Fire Fighting System are procurement and installation of Fire Pumps, installation of Fire water network, commissioning of automated Fire Fighting System etc., the bidder has to nominate Mechanical/Piping expert as Team Leader who will coordinate the team. Electrical/Electronics works include various Controls, Pump Automation, remote operation of Fire Monitors, Fire Alarm and detection System etc. Civil works anticipated are extension of existing pump houses/construction of new Pump House as required to accommodate the new pumps and to ensure the stability of

existing civil structures to carry the additional fire water pipelines etc.

**3.1.9.4.** It is the responsibility of the bidder to ascertain significance and the duration of engagement of each expert listed above during various stages of implementation of the Project after considering the Scope of Work of the Consultants. The above experts would need to be present at all important meetings with CoPA.

3.1.9.5. Every Bidder has to provide the list of the experts nominated by him along with their Curriculum Vitae indicating details like educational qualifications, past experience etc. signed in blue ink by the respective Key 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 / not countersigned CVs shall not be accepted. COPA will examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Employer.

3.1.9.6. COPA 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. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

**4. PAYMENT SCHEDULES:-**

4.1. BOQ of the tender is in such way that the Consultancy Charges for the Terminals viz. (i) COT, (ii) Q-4 and (iii) OTB (NTB-STB) as three separate line items of single price schedule. The bidders are required to quote for all the three line items. Otherwise the offer will be disqualified and rejected. Financial evaluation will be based on overall cost quoted for all the three line items.

4.2. Price quoted by the Consultants and accepted by COPA for each Terminal will be paid based on the progress of work of the respective Terminal as per the Schedule indicated below :-

Sl. No.	Description of Deliverables	Percentage of Agreed Lump sum Fee for Part-A (Design & Engineering) for the respective Terminal
	<b>a) Part-A - Design &amp; Engineering</b>	
1	On signing of the agreement and submission of Preliminary recommendations on the additional Fire Fighting Facilities to be created for the respective Terminal as per the scope of Work mentioned at 3.1.1. and presentation thereon	15 %
2	Submission of Final DPR of the respective Terminal covering all aspects mentioned at Clause 3.1.1 & 3.1.2.	15 %

3	On award of Contract for Upgradation of Fire Fighting Facilities of the respective Terminal.	15 %
4	On satisfactory completion of Civil works of the Fire Pump House of the respective Terminal	15 %
5	On receipt of critical items viz. Fire Pumps & Jockey Pumps.	20%
6	Balance payment on successful installation & commissioning of the upgraded Fire Fighting System of the respective Terminal and acceptance by COPA	20%
	<b>Total (Part-A)</b>	<b>100%</b>
	<b>b) Part-B - Technical assistance during execution of Upgradation Work through site visits.</b>	
7	Based on site-visits by Key Personnel as per actual man-days, payment on quarterly basis as per the rate quoted for the respective Terminal.	---

## 5. Liquidated Damages

- 5.1. In case of delay in completion of Services as per the schedule prescribed in the tender document for the events 1, 3 and 5 as specified at Clause 3.1.5 of the ToR, Liquidated Damages (LD) will be levied at the rate of 0.2% of the contract price of the respective Terminal per day of delay. The amount of Liquidated Damages can be adjusted or set-off against any sum payable to the Consultants. In case of delay due to reasons beyond the control of the Consultant, suitable extension shall be granted.
- 5.2. The Employer, if satisfied, that the assignments can be completed by the Consultants within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Consultants as agreed damages equivalent to 0.2% of the contract value of the respective Terminal per day.
- 5.3. The Employer, if not satisfied that the Assignments can be completed by the Consultants, and in the event of failure on the part of the Consultants to complete Assignment within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- 5.4. The Employer, if not satisfied with the progress of the contract and in the event of failure of the Consultants to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 5.5. In the event of such termination of the contract as described in clauses 5.3 or 5.4 or both, the Employer shall be entitled to recover L.D. as described in 5.1 above and forfeit the security deposit made by the Consultants besides getting the Assignment completed by other means at the risk and cost of the Consultants.

5.6. For levying compensation as mentioned above, the Employer is not required to have documentary evidence to quantify or to prove the losses suffered by the Employer due to delay in completion of assignment by the Consultants as per agreement conditions.

## 6. Price Variation Clause:-

All stage payments as per the Terms of Payment for the respective Terminal which are due upto 18 months from the date of Employer's Letter of Acceptance will be firm as per the rates accepted by COPA and not subject to Price Variation.

For all stage payments as per the Terms of Payment for the respective Terminal which are due beyond 18 months from the date of Employer's Letter of Acceptance, Price Variation Clause will be applicable on the quoted rates of the respective Terminal. Each stage payment which are due beyond 18 months as stated above will be made by considering Yearly price variation as per All India Consumer Price Index (No.35 for Industrial Workers) with base Index as published/applicable as on the date of opening of Technical bids. Amount payable against each stage payment which are due beyond 18 months from the Employer's LOA will be calculated as follows:-

a) **For stage payments due during the period of 1 year from 19<sup>th</sup> month to 30<sup>th</sup> month**

Amount of stage payment admissible =  $BR \times [ I 18 / I O ]$

b) **For stage payments due during the period of 1 year from 31<sup>st</sup> month to 42<sup>nd</sup> month**

Amount of Stage Payment admissible =  $BR \times [ ( I 18 / I O ) + \{ ( I 30 - I 18 ) / I 18 \} ]$

Where:-

BR is the base rate of stage payment as per the Terms of payment of the Contract.

I 18 is the Index applicable as on the 18<sup>th</sup> month from the Employer's LOA

I O is the Index applicable as on the date of opening of the Technical Bids

I 30 is the Index applicable as on the 30<sup>th</sup> month from the Employer's LOA

**Note :-**

- (i) Price variation will not be admissible if the percentage variation with reference to the base rate is lower than 2%.
- (ii) Price variation will be admissible beyond the original scheduled delivery date in scenarios where such extensions are granted consequent to Force majeure or defaults by the Employer.
- (iii) Where deliveries are accepted beyond the scheduled delivery date subject to levy of liquidated damages as provided in the contract, the LD will be calculated based on the contract price as varied by the operation of Price Variation Clause.

(iv) In scenarios where deliveries are accepted beyond the scheduled delivery date subject to levy of liquidated damages as provided in the contract, no upward price variation will be admissible beyond the original scheduled delivery date for defaults on the part of the Consultants. However, in scenarios where the applicable Indexes I 18 or I 30 are less than I O, there will be corresponding reduction in the amount payable to the Consultants i.e. downward price variation would be availed by the Employer as per the denial clause in the letter of extension of the delivery period.

## **7. As Built Drawing:-**

Preparation of “As Built Drawing” is not under the Scope of Work of the Consultants. It is the responsibility Contractor to prepare the “As Built Drawing”. However, the Consultants are required to scrutinize the “As Built Drawing” submitted by the Contractor of the Upgradation Work.

**TENTATIVE WORK SCHEDULE FOR NTB-STB, Q-4 & COT**

Sl. No.	Activity	Duration	Completion period from Work order
A	<b>TENTATIVE SCHEDULE FOR NTB-STB</b>		
1	Review of 4 Base Documents	1 week	5 weeks from WO
2	Visit at Cochin Port and Study of the Existing Terminal (NTB)	2 weeks	Total 7 weeks from WO
i)	Study on Mechanical Works		
ii)	Study on Electrical Works		
iii)	Study on Civil Works		
3	Hydraulic Studies/ calculations to assess the water requirement for the enhanced capacity.	1 week	Total 8 weeks from WO
4	Finalization of Fire Water Network /foam line lay out considering site constraints/ requirements/ shortcomings, complying with latest OISD 156 norms.	2 weeks	Total 9 weeks from WO
5	Finalization of Detailed Scope of Work, Technical Specification and Schedule of Requirements prepared by CoPA based on the findings of Activity 3&4.	3 weeks	Total 12 weeks from WO
6	Finalisation of structural design, detailed Scope of work, Technical Specification, drawings/all other relevant details pertaining to the construction of extension of Pump House.	3 weeks	Total 12 weeks from WO
7	Finalization of Electrical Drawings	3 weeks	Total 12 weeks from WO
8	Finalization of detailed estimate as per the procedure of COPA.	3 weeks	Total 15 weeks from WO
9	Administrative approval for investment proposal, Tender Finalisation & issue WO for upgradation of Fire Fighting System by COPA.	18 weeks	Total 33 weeks from WO to Consultants
10	Execution of Work & Commissioning of Fire Fighting System at NTB-STB by the Contractor.	52 weeks	From WO to the Contractor( Total duration of Consultants Work: 85 weeks from Work Order)

Sl. No.	Activity	Duration	Completion period from Work order
<b>B</b>	<b>TENTATIVE SCHEDULE FOR Q-4</b>		
1	Review of 4 Base Documents	1 week	8 weeks from WO
2	Visit at Cochin Port and Study of the Existing Terminal (Q-4)	2 weeks	Total 10 weeks from WO
i)	Study on Mechanical Works		
ii)	Study on Electrical Works		
iii)	Study on Civil Works		
3	Submission of Detailed Project Report covering all aspects including the detailed Estimate of Work.	12 weeks	Total 22 weeks from WO
4	Administrative approval for investment proposal, Tender Finalisation & issue WO for upgradation of Fire Fighting System by COPA.	18 weeks	Total 40 weeks from WO to Consultants.
5	Execution of Work & Commissioning of Fire Fighting System at Q-4 by the Contractor.	52 weeks	From WO to the Contractor ( Total duration of Consultants Work: 92 weeks from Work Order)
<b>C</b>	<b>TENTATIVE SCHEDULE FOR COT</b>		
1	Review of 4 Base Documents	1 week	19 weeks from WO
2	Visit at Cochin Port and Study of the Existing Terminal (COT)	4 weeks	Total 23 weeks from WO
i)	Study on Mechanical Works		
ii)	Study on Electrical Works		
iii)	Study on Civil Works		
3	Submission of Detailed Project Report covering all aspects including the detailed Estimate of Work.	14 weeks	Total 37 weeks from WO
4	Administrative approval for investment proposal, Tender Finalisation & issue WO for upgradation of Fire Fighting System by COPA.	18 weeks	Total 55 weeks from WO to Consultants.
5	Execution of Work & Commissioning of Fire Fighting System at COT by the Contractor.	78 weeks	From WO to the Contractor ( Total duration of Consultants Work: 133 weeks from Work Order)



**THE PROPOSAL**

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

(Reference No and Date)

To

The Deputy Conservator,  
Cochin Port Authority,  
Willingdon Island,  
Kerala, India.  
Pin - 682 009.

Sub: Tender for providing “ Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”.

Dear Sir,

With reference to your Bid Document dated 04-06-2024, I/we, having examined all relevant Documents and understood their contents, hereby submit our Bid for providing “ Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”, as the case may be and the Bid is unconditional.

2. All information provided in the Bid and in the Appendices are 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 Assignment.
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 Assignment 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 Document, including any Addenda/Corrigenda issued by CoPA;
  - (b) I/We do not have any conflict of interest in accordance with Clause 3.2 of Section 3 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 CoPA 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 Assignment 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 CoPA [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 Assignment.
  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 120 (One hundred and twenty ) 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 being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the format in *Appendix-XIV* 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 sites. 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/ Price Bid is being submitted in e-mode. This Bid read with the Financial Quote/ Price Bid 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**

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

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) (hereby referred as ----- the Principal) 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 **"Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port"** (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 executants (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.

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**PROFORMA OF PRE CONTRACT INTEGRITY PACT**

(To be signed on Plain Paper)

(To be submitted as part of Technical Bid)

Bid No.....;

Bid Title: .....

This Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 2024 at \_\_\_\_\_, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Deputy Conservator, Sri. ...., S/o Sri....., aged ..... years residing at ..... (address) (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. \_\_\_\_\_ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

**PREAMBLE**

“The Principal” intends to award, under laid down organizational procedures, contract/ s for \_\_\_\_\_, “The Principal” values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s) / Consultant(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the “The Principal”**

(1) “The Principal” commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

## **Section 2 - Commitments of the “Bidder/ Contractor/ Consultant”**

(1) The “Bidder/Contractor/Consultant” commit themselves to take all measures necessary to prevent corruption. The Bidder/ Contractor/ Consultant” commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The “Bidder/ Contractor/ Consultant” shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The ‘Bidder/ Contractor/ Consultant’ shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- c. The ‘Bidder/ Contractor/ Consultant’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor/ Consultant’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The ‘Bidder/ Contractor/ Consultant’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the ‘Bidder/ Contractor/ Consultant’ of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor/ Consultant. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.
- e. The ‘Bidder/ Contractor/ Consultant’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder/ Contractor/ Consultant who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The ‘Bidder/ Contractor/ Consultant’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the ‘Bidder/ Contractor/ Consultant’, before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the ‘Bidder/ Contractor/ Consultant’ from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

## **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the “Bidder/ Contractor/ Consultant” from the tender process prior to the award according to Section 3, the Principal is entitled to demand and

recover from “Bidder/ Contractor/ Consultant” the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

#### **Section 6 - Equal treatment of all Bidders/ Contractors/ Consultants/ Subcontractors**

(1) In the case of Sub-contracting, the Principal Contractor/ Consultant shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

(2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors/ Consultants.

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Consultant(s)/ Subcontractor(s)**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor/ Consultant or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor/ Consultant or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

#### **Section 8 - Independent External Monitor**

(1) The BUYER/ EMPLOYER has appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

- (i) Shri. M J Joseph, ICAS (Rtd.)  
C 2204, Karle Zenth Residences  
100 feet Kempapura Main Road,  
Nagawara  
Bangalore – 560 045  
Email: [joseph.iem@cochinport.gov.in](mailto:joseph.iem@cochinport.gov.in)
- (ii) Shri. Punati Sridhar, IFOS(Retd),  
8C, Block -4, 14-C Cross, MCHS Colony,  
HSR 6<sup>th</sup> Sector,  
Bangalore- 560 102  
Email: [sridhar.iem@cochinport.gov.in](mailto:sridhar.iem@cochinport.gov.in)



The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors/ Consultants as confidential. He/ she reports to the Head of the Procuring Organization.
- (3) The Bidder(s)/ Contractor(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Consultant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and rescue himself/ herself from that case.
- (5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor/ Consultant. The parties offer the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word ‘Monitor’ would include both singular and plural.
- (10) In the event of any dispute between the Management and the Contractor/ Consultant, incase, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.

- (11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.
- (12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

### **Section 9 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor / Consultant 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

### **Section 10 - Other provisions**

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Cochin.
- (2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- (3) If the Contractor/ Consultant is a partnership, this agreement must be signed by all partners.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remain valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- (5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal  
(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of 'Bidder/ Contractor/ Consultant'  
(Name of the Officer and Designation)  
(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1: (Name & Address)

Witness2 : (Name & Address)

**Instructions to Bidders: Please complete all the Highlighted Cells before submission**

**Tender No: MD/DM/FF Consultancy/T-1/2024 Dated: 04-06-2024**

Name of Work: "Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port"

"

**SCHEDULE – "I"**

**CHECKLIST OF DOCUMENTS**

Name of the Vendor:				
Sl. No.	Clause Ref.No.	Description of Document	Whether submitted by the Bidder (Yes/No)	Remarks
1	Cl. No. 2 of Tender Notice	DD/BC/Pay Order for Rs.5,900/- (Rs.5000/- + 18% GST) towards the Cost of Bid Document drawn in favour of FA&CAO, CoPA payable at Kochi.		
2	Cl. No. 2 of Tender Notice	Earnest Money Deposit : Rs.4,11,900/- shall be furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of FA&CAO,CoPA, payable at Kochi, from any Nationalised Bank/ Scheduled Bank operating in India.		
3	Cl. No. 17 of Tender Notice	Documentary proof for MSME registration, if any		
4	Cl. No. 3.14.1 of Instruction to Bidders	Letter of Submission as per <i>Appendix - II</i> .		
5	Cl. No. 3.14.2 of Instruction to Bidders	Duly executed Power-of-Attorney, in original, for signing the Bid duly authenticated by Notary Public as per <i>Appendix - III</i>		
6	Cl. No. 3.14.2 of Instruction to Bidders	Duly signed Integrity Pact as per <i>Appendix - IV</i> .		
7	Cl. No. 3.14.2 of Instruction to Bidders	Bid Document in PDF format. All Addenda/Corrigenda duly signed and sealed		
8	Cl. No. 3.14.2 of Instruction to Bidders	Details in <i>Appendix -VI</i> regarding Corporate Information of the Bidder.		

9	Cl. No. 3.14.2 of Instruction to Bidders	Details of Financial Turnover in <b>Appendix-VII</b>		
10	Cl. No. 3.14.2 of Instruction to Bidders	Details of Experience in <b>Appendix - VIII : Sheets 1 to 3</b>		
11	Cl. No. 3.14.2 of Instruction to Bidders	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 <b>Appendix – IX Sheets 1 to 3.</b>		
12	Cl. No. 3.14.2 of Instruction to Bidders	Approach, Methodology and Work Plan for performing the Assignment/Job as per <b>Appendix - X</b>		
13	Cl. No. 3.14.2 of Instruction to Bidders	An undertaking that no conditions are incorporated in the Price Bid, not made any payment or illegal gratification to any persons/ authority connected with the Bid process, disclosure of payment made/ proposed to be made to the intermediaries in connection with the Bid, no changes have been made in the Bid Document, have not been debarred or black listed by any Govt. of India Organizations / PSU/ PSE / Govt. Depts./reputed Private Sector Companies etc. in <b>Appendix - XI .</b>		
14	Cl. No. 3.14.2 of Instruction to Bidders	An undertaking that Team Leader/Members would be maintained and they shall be present for all the meetings and in case replacement is inevitable, the equivalent qualification and experienced Team Leader /Members will be inducted, that in the last three years have neither failed to perform on any contract nor been expelled from any project or contract nor have had any contract terminated and shall not disclose /share any documents in connection with this Assignment with third parties and will keep the same as confidential information in <b>Appendix - XII.</b>		

15	Cl. No. 3.14.2 of Instruction to Bidders	Bank information for e - Payment system as per <b>Appendix -XV.</b>		
16	Cl. No. 3.14.2 of Instruction to Bidders	An undertaking that Financial Quote is not conditional, as per <b>Appendix - XVII.</b>		
17	Cl. No. 3.14.2 of Instruction to Bidders	Copies of PAN and GST registration		

Note: All the documents submitted by the Bidder shall be page numbered or properly marked. Bidder is required to mention relevant page numbers / marking of his offer while filling up the above format.

**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

\*\*\*\*\*

**COCHIN PORT AUTHORITY**

**FINANCIAL CAPABILITY**

**AVERAGE ANNUAL TURNOVER OF THE BIDDER**

Turnover (INR)			
<b>Year 1</b> [2020 – 21]	<b>Year 2</b> [2021 – 22]	<b>Year 3</b> [2022 – 23]	<b>Average of 3 years</b>

**Instructions:**

- 1) The Bidder shall provide audited Annual Reports / Audited financial statements such as Balance Sheets and Profit & Loss Account statements as required under this Bid Document.
- 2) Annual Turnover of the Bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

**Certified by**

**Chartered Accountant**

**SIGNATURE OF BIDDER**

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

**A - Consultant’s Organization**

[Provide here a brief description of the background and organization of your firm/entity for this Assignment. 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 for which your firm was legally contracted for carrying out consulting Assignment similar to the ones requested under this Assignment (if possible, the employer shall specify exact assignment for which experience details may be submitted)].



**FIRM'S EXPERIENCE:**

**Relevant Services carried out in the last seven years ending 31-05-2024 that best illustrate fulfillment of Eligible works as per Clause 1.4 of Invitation of Proposal and Clause 5.2.1 of Proposal Evaluation**

Using the format below, provide information on each reference Assignment for which your firm / entity was legally contracted.

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

Firm's Name.....

### ORGANIZATIONAL EXPERIENCE

**Eligible Assignment Number:**

Sl. No.	Details	Bidder to fill up the details here
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 Assignment in this section with all supporting documentary evidence from the client i.e., 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 1.4 of the Invitation for Proposal.
2. A separate sheet should be filled for each of the Eligible Assignment.
3. The completion certificate shall preferably contain the following among the other things.
  - a. Details of services provided.
  - b. Project cost.

- c. Assignment cost
  - d. Date of commencement of the assignment; and
  - e. Date of completion of the assignment.
4. CoPA 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 of the Consultants 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>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			

*\*The Task(s) assigned to each Key/Team 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 "Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of

Tanker Terminals at Cochin Port” (Tender No. MD/DM/FF Consultancy/T-1/2024) for the duration of 33 months as specified in the Bid Document as .....

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

(Signature of Key Personnel) 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)

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 WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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 with not less than 3000 words:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing

a) **Technical Approach and Methodology:** In this chapter the Consultant should explain your understanding of the objectives of the Assignment, approach to the Assignment, 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, 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, the key expert responsible, and proposed technical and support staff.



**TECHNICAL BID - UNDERTAKING I**

Subject : Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”

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

1. No conditions are incorporated in the Price Bid. In case any conditions are specified in the Price Bid, the Bid 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 Bid Document downloaded and submitted by us for the above Bid. Port 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.
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 bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bid Documents; we shall intimate the Employer of the same immediately.

**SIGNATURE OF BIDDER**

Name & Designation

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

**TECHNICAL BID - UNDERTAKING II**

Subject : Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”

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 and also Team Leader / Members shall be present for all the meetings with the Employer / Govt. Agencies. 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 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 appropriate value)*

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

Date :.....

To

The Deputy Conservator,  
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 / Head Office 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 .....value at..... 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 Bank, 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.

**FORM OF AGREEMENT**

*(To be submitted on Kerala State Stamp Paper of appropriate 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. **“Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”** (hereinafter called “The Assignment”) and has accepted a Bid 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 Bid Document for **“Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”**
  - (b) All amendments to the Bid Document for **“Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”** in the form of “Addenda/ Corrigenda” 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) All documents submitted by the Consultant along with the Bid Document.
  - (d) Price Bid submitted by the Consultant quoting Lumpsum Consultancy fee.
  - (e) 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 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:

.....

Name:.....

On behalf of the Consultant in the Presence of :

Name :.....

Address:.....

.....

.....

By the said:

.....

Name:.....

On behalf of the Employer in the Presence of :

Name:.....

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>
		cash@cochinport.gov.in
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**

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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 Deputy Conservator,  
Cochin Port Authority,  
Willingdon Island,  
Kerala, India.  
Pin - 682 009.

Sir,

Sub.: Providing Consultancy Services for the work of Upgradation of Fire Fighting Facilities of Tanker Terminals at Cochin Port”

~~~~~

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

Our price offer is inclusive of all incidentals, overheads, traveling expenses as stipulated in the Bid Document, 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/Price Bid is inclusive of the Domestic Taxes. We hereby confirm that the Price Bid is unconditional and we acknowledge that any condition attached to Price Bid shall result in rejection of our Price Bid.

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

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Clause 4 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.

