



COCHIN PORT TRUST

Tele:91-0484 -2666414/0484-258-2400

Telefax:91-0484-2666414

E-mail: coptce@gmail.com

ce@cochinport.gov.in,

Website: www.cochinport.gov.in

**PROVIDING CONSULTANCY SERVICES FOR
PREPARATION OF MASTER PLAN FOR
TRANSFORMING WILLINGDON ISLAND INTO
A TOURISM HUB**

BID DOCUMENT

(No. T9/T-1936/2020-C)

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

Price : Rs.2100/- (2000 + 5% GST)

COCHIN PORT TRUST

CONTENTS

PROVIDING CONSULTANCY SERVICES FOR PREPARATION OF MASTER PLAN FOR TRANSFORMING WILLINGDON ISLAND INTO A TOURISM HUB

Sl. No	Contents	Page No
	Tender Notice	5
Section –1	Invitation for proposal	10
1.1	Background	11
1.2	Request for Proposal	12
1.3	Due Diligence by the Bidders	12
1.4	Cost of Bid Document	12
1.5	Validity of the Proposal	13
1.6	Brief Description of the Selection Process	13
1.7	Schedule of Selection Process	13
1.8	Pre Proposal visit to the Site and inspection of data	14
1.9	Pre Bid Meeting	14
1.10	Communications	14
Section-2	Site Information	16
2.1	Project Location	17
Section-3	Instructions to Bidders	18
3.1	Scope of the Proposal	19
3.2	Conflict of Interest	19
3.3	The Bidder	22
3.4	Number of Proposals	22
3.5	Cost of Proposal	22
3.6	Site Visit	22
3.7	Acknowledgement of Bidder	23
3.8	Right to reject any or all proposals	23
3.9	Contents of Bid Document	24
3.10	Clarifications	24
3.11	Amendment to Bid Document	24
3.12	Language of the Bid	25
3.13	Format and Signing of Proposal	25
3.14	No Alternative Proposals by Bidders	25

3.15	The Proposal	26
3.16	Financial Quote	26
3.17	Submission of Bids	27
3.18	List of Documents to be Submitted	28
3.19	Late Bids	28
3.20	Opening of Bids	28
3.21	Proposal Evaluation	29
3.22	Responsiveness of proposals	29
3.23	Acceptance of Bid	29
3.24	Currency	29
3.25	Negotiations	30
3.26	Substitution of key personnel	30
3.27	Award of work	30
3.28	Signing of agreement	30
3.29	Fraud and Corrupt Practices	31
3.30	Commencement and Completion of Work	32
Section-4 General Terms & Conditions		33
4.1	Definitions and Interpretation	34
4.2	General Provisions	35
4.3	Earnest Money Deposit/ Proposal Security	35
4.4	Discount on delay in completion	35
4.5	Care and diligence	35
4.6	Taxes & duties	36
4.7	Confidentiality	36
4.8	Suspension of Work	36
4.9	Termination of Work	37
4.10	Termination Procedure	37
4.11	Force Majeure	37
4.12	Dispute between the Consultant and Cochin Port	38
4.13	Completion Certificate	40
4.14	Obligations to the Consultant	41
4.15	Facilities to be made Available to the Consultant	41
4.16	Performance Security	41
4.17	Insurance to be taken by the Consultant	42
4.18	Safety Measures	42
4.19	Additions and Alterations	42
Section –5 Proposal Evaluation		43
5.1	Evaluation of The Proposal	44
Appendices		46
Appendix-I	Terms of Reference (ToR)	47
Appendix-II	The Proposal	54
Appendix-III	Format of Earnest Money Deposit Declaration	57
Appendix-IV	Proforma for Power-of-Attorney for Signing of Bid	58
Appendix-V	Format of Corporate Information of Bidder	60
Appendix-VI	Composition of Team Personnel, Format of CV	61
Appendix-VII	Proforma for Undertaking that no changes have been	64

	made in Bid Document downloaded	
Appendix-VIII	Proforma of Undertaking Regarding Illegal Method for Influencing Bid process	65
Appendix-IX	Proforma of Disclosure of Payment made/ Proposed to be made to the Intermediaries in connection with the Bidder	66
Appendix-X	Performa of undertaking that the financial quote is not conditional.	67
Appendix-XI	Bank Guarantee towards Performance Security	68
Appendix-XII	Form of Agreement	71
Appendix-XIII	Format for Furnishing Bank Information for E-Payment	73
Appendix - XIV	Format for Financial Quote	74
Annexures		
Annexure - I	Layout of Cochin Port Area (Separate Sheet)	75

COCHIN PORT TRUST

Phone : 2666414, 2582400
Fax : 91 0484 2666414
Email : ce@cochinport.gov.in, coptce@gmail.com
Website: www.cochinport.gov.in

Chief Engineer's Office,
Cochin – 682 009.

No.T9/T-1936/2020-C

Dated : 22-12-2020

TENDER NOTICE

1. Electronic Tenders (e-tenders) on lump sum basis are invited for **“Providing Consultancy Services For Preparation Of Master Plan For Transforming Willingdon Island Into A Tourism Hub”** from the consultants empanelled by Indian Port Association (IPA) from the list of Town Planners [which includes Urban Planners, Architects and Landscape Architects under Categories A, B & C] for providing such consultancy services:

List of IPA empanelled Firms is as follows:

- (i) M/s. C.P. Kukreja Architects, New Delhi.
 - (ii) M/s. LEA Associates South Asia Pvt. Ltd., New Delhi
 - (iii) M/s.DDF Consultant Pvt. Ltd., New Delhi
 - (iv) M/s.AECOM India Private Limited, Gurgaon
 - (v) M/s.Haskoning DHV Consulting Pvt. Ltd, Noida
 - (vi) M/s.Voyant Solution Private Ltd., Gurugram
 - (vii) M/s.Feed Back Infra Private Limited, Gurugram
 - (viii) M/s. Space Ace, Gurugram, Haryana
 - (ix) M/s. Enarch Consultants Private Ltd., Noida
 - (x) M/s. NMP Design Pvt. Ltd., New Delhi
 - (xi) M/s. INI Design Studio Pvt. Ltd., Ahmedabad
 - (xii) M/s. Jain & Associates, Gurgaon, Haryana
2. Details of sale/ submission of Bids are as under

Date of Pre Bid Meeting	Not Applicable
Last date and time of submission of Bid	15.00 hours on 19-01-2021
Date and time of opening the Bid	15.30 hours on 19-01-2021
Earnest Money Deposit	NIL [EMD Declaration to be given by Bidder]
Cost of Bid Document	Rs.2,100 (Rs.2000 + 5% GST) (Non refundable) furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, CoPT, payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India being the cost of single copy of the Bid Document.

3. Cochin Port Trust, one among the Major Ports of India, has under its jurisdiction, approx. 881.08 hectares of land at various locations in Kochi including Willingdon Island (356.05ha.), Vallarpadam & Bolghatty (203.266ha.), Puthuvypeen (308.551ha.), Ernakulam (7.325ha.), Fort Kochi (1.926ha.) and Palluruthy (3.962 ha.). At North End of Willingdon Island, facilities/amenities such as residential quarters, hospital, banks, hotels, canteens, restaurants, government and quasi-government administrative buildings etc. are located. In addition to this completely developed land area, the port area at South End of Willingdon Island is largely (about 74 ha.) unutilized, at present. In the recent past, container traffic and POL/ crude oil traffic were shifted out of Willingdon Island to adjacent port areas at Vallarpadam and Puthuvypeen respectively, leading to considerable reduction in the port related activities on Willingdon Island. The available areas have been thereby rendered under/unutilized, opening up the scope for venturing into new horizons/ fields of activity. Cruise Tourism has been identified as an area which provides much opportunity, and steps already taken by the Port in this direction has raised the port to the status of numero uno cruise port in India. Banking on this and other locational, natural/ heritage advantages, it is felt that the old port area including the prime unutilized areas (which is very scarce in the region) in Willingdon Island and other nearby islands dotting the Vembanad lake, can very well be developed/redeveloped as a Tourism Hub, which holds great attractions. To move forward in this direction, CoPT intends to avail the services of a competent, well experienced and reputed firm/group with a team of multi-disciplinary professionals and proven capabilities in this field (Consultant) for “Providing consultancy services for preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”. In this context, it is also clarified that the intention of CoPT is not to avail services of traditional real estate developers for the vertical development opportunities.
4. CoPT intends to engage an experienced and reputed firm/group/consultant with proven technical and financial capabilities and a team of multi-disciplinary professionals (PMC) for **“Providing Consultancy Services For Preparation Of Master Plan For Transforming Willingdon Island Into A Tourism Hub”** (hereafter referred to as the “Assignment”) with the following main objectives:
 - (i) To formulate actionable strategies/action plans categorizing them as Immediate (within 2 years), Short Term (within 5 years) and Long Term (within 20 - 30 years), with an objective of transforming Willingdon Island into a Global Vista for Rest, Rejuvenation & Recreation - a Tourism Hub of the country.
 - (ii) To design a Master Plan for transforming Willingdon Island (Cochin Port) into a new sustainable global tourist destination offering a mosaic of leisure, rejuvenation & recreation experience with focus on balancing cultural, ecological and economic growth of the

region/stakeholders, also taking into consideration the Port owned land areas outside Willingdon Island.

5. **Outsourcing / Subcontracting is not permitted for this Assignment.**
6. The Scope of Work under the proposed Assignment shall mainly include the following but not limited to:
 - a) Conducting the Existing / Situational Analysis which includes Base data collection and site visits; Collection and Review of existing master plans, development plans, land use plans, and other reports on the existing tourism sector scenario, facilities, infrastructure and other related matters, of the port area as well as the region.
 - b) Stakeholders Consultations and Analysis which includes consultation with national and international tourists, government officials, departments and other concerned city, state and central organizations, reputed local planners/developers/architects/populace and such other stakeholders, about issues related to Tourism expectations, offerings, needs and reflection on current conditions, Hospitality conditions in and around tourist area, Connectivity, Affordability, Promotions and awareness.
 - c) Preparation of quantifiable/measurable steps/Action Plans, aligning with the existing Master Plans/ Vision Documents of Port, State & Country, along with cost estimates of Project Proposals, Infrastructure required to achieve the set goals within a stipulated time frame, categorizing it into Immediate, Short Term and Long Term.
 - d) Making presentations to concerned authorities on the above.
7. Bid Documents can also be downloaded from the e-Tendering portal 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) 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, CoPT along with the submission of Bid.
8. 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".
9. 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.
10. Bids shall be submitted "**online**" strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document.

11. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPT, from the e-Tendering portal or CoPT 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.
12. All Bids are to be submitted **online only** on the website **www.tenderwizard.com/COPT**. No Bids shall be accepted off-line (Hard copy).
13. Cochin Port Trust 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 Trust 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.
14. 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 Declaration shall be uploaded with the Bid Document while submitting the tender electronically in the e-Tendering Portal. The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker's Cheque towards the cost of Bid Document, (ii) EMD Declaration and (iii) Power of Attorney, if applicable, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Assignment, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA, upto 15.00 hrs. on 19-01-2021. Non submission of the original financial instruments towards the Cost of Tender Document, EMD Declaration 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.
15. Bidders who are registered with National Small Industries Corporation (NSIC), Govt. of India Enterprises under "Single Point Registration Scheme" of Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost. They are required to submit documentary proof of such registration along with the offer, as detailed in Instructions to Bidders, 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 for Preparation of master Plan", the Bid will be rejected.

16. The undersigned reserves the right to reject/cancel/postpone any one or all Bids at any stage of the Bid, which will be binding on all Bidders.

**CHIEF ENGINEER
COCHIN PORT TRUST
Email :ce@cochinport.gov.in
: coptce@gmail.com**

SECTION-I

INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

Cochin Port Trust (CoPT), one among the Major Ports of India, has under its jurisdiction, approx. 881.08 hectares of land at various locations in Kochi including Willingdon Island (356.05ha.), Vallarpadam & Bolghatty (203.266ha.), Puthuvypeen (308.551ha.), Ernakulam (7.325ha.), Fort Kochi (1.926ha.) and Palluruthy (3.962 ha.). At North End of Willingdon Island, facilities/amenities such as residential quarters, hospital, banks, hotels, canteens, restaurants, government and quasi-government administrative buildings etc. are located. In addition to this completely developed land area, the port area at South End of Willingdon Island is largely (about 74 ha.) unutilized, at present. In the recent past, container traffic and POL/ crude oil traffic were shifted out of Willingdon Island to adjacent port areas at Vallarpadam and Puthuvypeen respectively, leading to considerable reduction in the port related activities on W/Island. The available areas have been thereby rendered under/unutilized, opening up the scope for venturing into new horizons/ fields of activity. Cruise Tourism has been identified as an area which provides much opportunity, and steps already taken by the Port in this direction has raised the port to the status of a cruise port in India. Banking on this and other locational, natural/ heritage advantages, it is felt that the old port area including the prime unutilized areas (which is very scarce in the region) in Willingdon Island and other nearby islands dotting the Vembanad lake, can very well be developed/redeveloped as a Tourism Hub, which holds great attractions. To move forward in this direction, CoPT intends to avail the services of a competent, well experienced and reputed firm/group with a team of multi-disciplinary professionals and proven capabilities in this field (Consultant) for “Providing consultancy services for preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”(hereafter referred to as the Assignment). In this context, it is also clarified that the intention of CoPT is not to avail services of traditional real estate developers for the vertical development opportunities.

In pursuance of the above, CoPT now proposes to invite Limited Bids from the following consultants empanelled by Indian Port Association (IPA) from the list of Town Planners [which includes Urban Planners, Architects and Landscape Architects under Categories A, B & C] for providing such consultancy services, for the Assignment “Providing Consultancy Services For Preparation Of Master Plan For Transforming Willingdon Island Into A Tourism Hub”:

- (i) M/s. C.P. Kukreja Architects, New Delhi.
- (ii) M/s. LEA Associates South Asia Pvt. Ltd., New Delhi
- (iii) M/s.DDF Consultant Pvt. Ltd., New Delhi
- (iv) M/s.AECOM India Private Limited, Gurgaon

- (v) M/s.Haskoning DHV Consulting Pvt. Ltd, Noida
- (vi) M/s.Voyant Solution Private Ltd., Gurugram
- (vii) M/s.Feed Back Infra Private Limited, Gurugram
- (viii) M/s. Space Ace, Gurugram, Haryana
- (ix) M/s. Enarch Consultants Private Ltd., Noida
- (x) M/s. NMP Design Pvt. Ltd., New Delhi
- (xi) M/s. INI Design Studio Pvt. Ltd., Ahmedabad
- (xii) M/s. Jain & Associates, Gurgaon, Haryana

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

1.2 Request for Proposal / Bid

Cochin Port invites Proposals / Bids for selection of a Consultant for **“Providing Consultancy Services For Preparation Of Master Plan For Transforming Willingdon Island Into A Tourism Hub”** who shall formulate actionable strategies/action plans categorizing them as Immediate (within 2 years), Short Term (within 5 years) and Long Term (within 20 - 30 years), with an objective of transforming Willingdon Island into a Global Vista for Rest, Rejuvenation & Recreation - a Tourism Hub of the country and design a Master Plan for transforming Willingdon Island (Cochin Port) into a new sustainable global tourist destination offering a mosaic of leisure, rejuvenation & recreation experience with focus on balancing cultural, ecological and economic growth of the region/stakeholders. The Document(s) shall include the features in conformity with the TOR.

The CoPT intends to select the Consultant through competitive Bidding from IPA empanelled Consultants, in accordance with the procedure set out herein.

Outsourcing / Subcontracting is not permitted for this Assignment.

1.3 Due Diligence by the Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by paying a visit to the Authority and the Project Site and sending written queries to the Authority on or before the date and time specified in **Clause 1.9**.

1.4 Cost of Bid Document

The Cost of Bid Document shall be remitted in the form of Demand Draft /Pay Order/Banker’s Cheque drawn in favour of the FA & CAO, CoPT from any Scheduled / Nationalised Bank having its branch at Kochi **at the**

time of submission of Bids and scanned copy of the same shall be attached with the e-tender.

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

Tenderers who are registered with National Small Industries Corporation (NSIC), Govt. of India enterprises under "Single Point Registration Scheme" of Ministry of MSME for similar nature of Works shall be eligible for issue of Bid Document free of cost. They are required to submit documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. **If the Registration Certificate does not pertain to "Consultancy for Preparation of master Plans", the Bid will be rejected.**

1.5 Validity of the Proposal / Bid

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

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

1.6 Brief Description of the Selection Process

The Financial Quote of only those Bidders who meet the Bid requirements relating to EMD Declaration, Cost of Bid Document, Key Personnel and Undertakings as per *Appendices V to X* shall be opened. **The selection of the successful Bidder will be based on the lowest Financial Quote only.**

1.7 Schedule of Selection Process

The Port would endeavor to adhere to the following schedule:

1. Last date for receiving queries/clarifications :04-01-2021
2. Authority response to queries :11-01-2021
4. Bid Due Date or PDD :19-01-2021
5. Opening of the Bid :19-01-2021
6. Issue of Letter of Award :26-02-2021
- 7.

8. Validity of Bids

:180 days

1.8 Pre-Proposal visit to the Site and inspection of data

Prospective Bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

The Deputy Chief Engineer (PD),
Chief Engineer's Office,
Cochin Port Trust.
Mob: 9526062755
Email : rema@cochinport.gov.in

1.9 Pre-Bid Meeting

No Pre-Bid meeting will be held for the Bid.

The Bidders who need clarifications on any specific issue shall inform the CoPT in writing latest by before 04-01-2021 at the address given in the **Clause 1.10** below. No queries/clarifications on Bid Document shall be entertained after this date. The replies/clarifications/decisions shall be hosted at the Cochin Port Trust website www.cochinport.gov.in, e-Tendering Portal and CPP Portal.

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

Any Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPT will be hosted in Cochin Port Trust website 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 CoPT, from the website before submission of Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc. duly signed along with the downloaded documents while submitting the Bid, are liable for rejection. In order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPT may, at its discretion, extend the Proposal Due Date and the Bid extension notice shall be hosted in the websites only.

1.10 Communications

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Trust,
Willingdon Island,
Cochin – 682 009.
Kerala, India.

Ph:- 91-0484-2666414/2582400/ 2582404.

Fax:-91-0484-2666414.

Email: coptce@gmail.com/ ce@cochinport.gov.in

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

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

Tender No. : No.T9/T-1936/2020-C

**Tender Name : Providing Consultancy Services For Preparation Of
Master Plan For Transforming Willingdon Island Into
A Tourism Hub**

SIGNATURE OF THE BIDDER

SECTION-2

SITE INFORMATION

2. SITE INFORMATION

2.1 Project Location

- 2.1.1 The Project location related to the Assignment is spread over, at various places in Willingdon Island, Puthuvypeen, Vallarpadam (Ramanthuruthu), Ernakulam (Chathiyath) etc.
- 2.1.2 Cochin Port Trust, has under its jurisdiction, approx. 881.08 hectares of land at various locations in Kochi including Willingdon Island (356.05ha.), Vallarpadam & Bolghatty (203.266ha.), Puthuvypeen (308.551ha.), Ernakulam (7.325ha.), Fort Kochi (1.926ha.) and Palluruthy (3.962 ha.). In addition to the completely developed land area at North End of W/Island, the port area on Willingdon Island includes the area at South End, which is largely (about 74 ha.) unutilized, at present. Banking on this and other locational, natural/ heritage advantages, it is felt that the old port area including the prime unutilized areas (which is very scarce in the region) in Willingdon Island and other nearby islands dotting the Vembanad lake, can very well be developed/redeveloped as a Tourism Hub, which holds great attractions. It is also proposed to link the activities at W/Island to the other areas owned by Cochin Port Trust such as Puthuvypeen, Vallarpadam (Ramanthuruthu), Ernakulam (Chathiyath) etc. Cochin Port Trust has a Special Economic Zone at Vallarpadam in a land area of 115 Ha, out of the 163.637 ha. available. At Ernakulam, there is a vacant land , area of about 0.22 Ha. at Chathiyath and a green area with mangroves at Puthuvypeen which cannot be utilized for port related purpose but can be utilized for tourism development. Layout of Cochin port Area is shown in *Annexure – I separately.*

SIGNATURE OF THE BIDDER

SECTION - 3

INSTRUCTION TO BIDDERS

3. INSTRUCTION TO BIDDERS

A. GENERAL

3.1 Scope of the Proposal

- 3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Document. Bids for providing the required services are invited from the 12 firms indicated in Clause 1.1 empanelled under the Category Town Planners [which includes Urban Planners, Architects and Landscape Architects under Categories A, B & C] by IPA. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this Document.

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

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

3.2 Conflict of Interest

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

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

percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

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

- (i) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (ii) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (iii) at any time, such other activities as have been specified in the Bid as Conflict of Interest.

3.2.4 Guidance Note on Conflict of Interest is given below.

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

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

- 4) The normal way to identify Conflicts of Interest is through self-declaration by Consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Consultants become aware of them.
- 5) Another approach towards avoiding a Conflict of Interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding Conflicts of Interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a Consultant coupled with provision of safeguards to the satisfaction of the Authority.
- 6) Another way to avoid Conflicts of Interest is through the appropriate grouping of tasks. For example, conflicts may arise if Consultants drawing up the terms of reference or the proposed Documentation are also eligible for the consequent assignment or project.
- 7) Another form of Conflict of Interest called “scope-creep” arises when Consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Consultants to extend the length of their assignment.
- 8) Every Project contains potential Conflicts of Interest. Consultants should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any Conflicts of Interest. It should be ensured that safeguards are in

place to preserve fair and open competition and measures should be taken to eliminate any Conflict of Interest arising at any stage in the process.

3.3 The Bidder

Only the twelve Consultants given in Clause 1.1 empanelled by IPA under the Category Town Planners [which includes Urban Planners, Architects and Landscape Architects under Categories A, B & C], shall be eligible to submit their Bids.

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

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

3.4 Number of Proposals

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

3.5 Cost of the Proposal

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

3.6 Site Visit

The Bidder is advised to visit and inspect the Project site and obtain for himself on his own responsibility all information that may be necessary for preparing the proposal and entering into a contract, in case of being successful. The site visit shall be at the Consultant's own expense. Permission, if required, to visit the Port/Project Site will be given on application to:

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Trust,
Cochin – 682 009.
Kerala, India.

Tel : 91-0484-2666414, 2666871 Extn: 2400
Fax : 91-0484-2666414
E-mail:coptce@gmail.com; ce@cochinport.gov.in

3.7 Acknowledgement by Bidder

- 3.7.1 It shall be deemed that by submitting the Bid, the Bidder has:
- a) Made a complete and careful examination of the Bid Document;
 - b) Received all relevant information requested from the Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of the Authority or relating to any of the matters referred to in **Clause 3.6** above;
 - d) satisfied itself about all matters, things and information, including matters referred to in **Clause 3.6** herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- 3.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Bid Document or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.8 Right to Reject Any or All Proposals

- 3.8.1 Notwithstanding anything contained in this Bid Document, the CoPT reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.
- 3.8.2 CoPT reserves the right to invite revised proposals from Bidders with or without amendment of the Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 3.8.3 Without prejudice to the generality of **Clause 3.8.1**, the CoPT reserves the right to reject any Proposal if:
- a) at any time, a material misrepresentation is made or discovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the proposal.
- Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified /rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as

may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

3.9 Contents of Bid Document

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

3.10 Clarifications

3.10.1 The Bidders who need clarifications on any specific issue shall inform the Employer in writing latest by before 04-01-2021 at the address given in the **Clause 1.10**. No queries/clarifications on Bid Document shall be entertained after this date.

3.10.2 The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The replies/clarifications/decisions shall be hosted at the Cochin Port Trust website www.cochinport.gov.in, e-Tendering Portal and CPP Portal without identifying the source of queries.

3.10.3 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this **Clause 3.10** shall be construed as obligating the Authority to respond to any question or to provide any clarification.

3.11 Amendment to Bid Document

3.11.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at his own initiative or in response to clarifications requested by a prospective Bidder, modify the Bid Documents by issuance of addendum. **Any Addenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPT will be hosted in Cochin Port Trust website 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 CoPT, 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 CoPT may, at its discretion, extend the Proposal Due Date and the Bid extension notice shall be hosted in the above websites only.

3.11.2 The Chief Engineer, Cochin Port Trust shall have the right to omit or suspend certain items of work or revise or amend the Bid Documents prior to the due date of submission of the Bid. Such revisions or amendments or extensions if any, issued by CoPT will be hosted in Cochin Port Trust website 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 CoPT, from the website before submission of

Bid. In order to afford the Bidders with reasonable time to take addendum into account, or for any other reason, the Port Trust may, as its discretion, extend the due date for submission of Bid and the Bid extension notice shall be hosted in Cochin Port Trust website www.cochinport.gov.in, e-Tendering Portal and CPP Portal.

- 3.11.3 If there are varying or conflicting provisions made in any Document forming part of the contract, the Chief Engineer, Cochin Port Trust, Cochin -682009 shall be the deciding authority with regard to the intention of the Document which will be binding on the Bidder/Consultant.

C. PREPARATION, SUBMISSION AND EVALUATION OF THE PROPOSAL

3.12 Language of the Bid

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

3.13 Format and Signing of Proposal

- 3.13.1 Bidder shall prepare one set of his Tender excluding Departmental Bid Document including all addenda / corrigenda duly completed and signed, mentioned hereinafter. Form of Bid shall be signed by a person or persons duly authorised to sign on behalf of the Bidder with signature duly witnessed and company seal affixed. The Power-of-Attorney (in original) authorizing the signatory/s of the Bid shall be enclosed.
- 3.13.2 If the Bid is made by an individual it shall be signed by his full name and his address shall be given. In the event of the Bid being submitted by a registered partnership firm, it must be signed individually by each partner thereof. In the event of absence of any partner, it must be signed on his behalf by person holding a proper Power-of-Attorney authorising him to do so and to bind the partner in all matters pertaining to the contract including the arbitration clause, such Power-of-Attorney to be attached with the Bid which must disclose that the firm is duly registered under Indian Partnership Act. If the Bid is made by a Limited Company it shall be signed by a duly authorised person who shall produce with the Bid satisfactory evidence of the authorisation. In the case of a Limited Company the Bid should be accompanied by the Memorandum and Articles of Association of the Company.

3.14 No Alternative Proposals by Bidders:

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

3.15 The Proposal

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

3.15.2 The Proposal shall contain the following:

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

The above details are only for confirming that the Bidder would deploy personnel meeting with the minimum requirements for Key Personnel specified in this Document. No scoring will be done on its basis. The Financial Quotes of only those Bidders who submit the Documents in full in respect of Cl. 3.15.2 (i) to (xi), meeting the specified requirements will only be opened. Ranking of Bidders will be based on Financial Quotes only.

- (viii) An undertaking that no changes have been made in the Bid Document in *Appendix - VII*.
- (ix) An undertaking regarding illegal method for influencing Bid process in *Appendix - VIII* and disclosure of payment made/ proposed to be made to the intermediaries in connection with the Bid in *Appendix - IX*.
- (x) An undertaking that Financial Quote is not conditional, as per *Appendix - X*.
- (xi) Bank information for e- Payment system as per *Appendix - XIII*.
- (xii) *Financial Quote in the format as per Appendix – XIV*.

3.16 Financial Quote

3.16.1 Applicants shall submit the financial proposal only **in e-tendering mode** in the format at *Appendix-XIV* clearly indicating the total cost of the Consultancy in lump sum charges/fees (In Indian Rupees) to be paid by

the CoPT for these services/ assignment in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall prevail.

This lump sum charges / fees shall be inclusive of all incidentals, overheads, travelling expenses, preparation of reports, expenditure related to presentations to be made during the execution of assignment, sundries/all other expenditure and all taxes levies and duties but excluding GST, for execution of the services as per this Bid Document including the Terms of Reference, amendments, alterations, modifications, if any, to the Bid Document.

NOTE:

a) The lumpsum fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in **Clause 1.10 of ToR at Appendix – I**. Income Tax, Professional Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by the CoPT from each invoice. A certificate in this regard shall be furnished by the CoPT. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary Documents in this regard shall be furnished.

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

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

3.17 Submission of Bid

3.17.1 Bid shall be submitted **through e-tender mode** before 15.00 Hrs on **19-01-2021**.

3.17.2 For online submission, the scanned copies of the Documents as detailed in **Clause 3.18** below need be submitted through e-Tendering mode on www.tenderwizard.com/COPT.

3.17.3 Financial Proposal (Schedule-II) in the provided format shall be submitted only through e-tendering mode on www.tenderwizard.com/COPT. **In no case shall filled in Financial Proposal (Schedule II) be submitted in hard copy, as it shall result in rejection of the tender.**

3.17.4 Bids shall be submitted “**online**” strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. The Bidders should submit scanned copy of all the required Documents such as DD / Pay Order / Banker’s Cheque towards the Cost of Bid or scanned copy of Exemption Certificate, EMD Declaration, Key Personnel details, etc. through the e-tendering portal.

3.17.5 The Bidder shall submit the originals of: (i) DD/ Pay Order/ Bankers Cheque towards the cost of Bid Document, as applicable, (ii) EMD Declaration and (iii) Power-of-Attorney, if applicable, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Work, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Trust, W/Island, Cochin – 682009, KERALA upto 15.00 hrs. on 19-01-2021.**

3.17.6 **Non submission of the original financial instruments towards Cost of Bid Document, EMD Declaration and Power-of-Attorney, if applicable within the above period will lead to disqualification of Bids.**

3.17.7 The successful Bidder shall submit original copy of complete Proposal already submitted in e-mode within 7 days of receipt of Letter of Acceptance issued for the Work.

3.18 List of Documents to be submitted:

3.18.1 List of Documents to be uploaded for online submission of The Proposal:

- (i) Scanned copy of financial instruments towards Cost of Bid Document or scanned copy of Exemption Certificate, as the case may be.
- (ii) Scanned copies of **Appendices - I to XIV**, duly signed.
- (iii) Scanned copy of Partnership Deed or Memorandum and Articles of Association of the Company and Registration Certificate of the Company as the case may be.
- (iv) Proposal Document in PDF format and all addenda/corrigenda duly signed and sealed.

3.18.2 List of Documents to be submitted in original:

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

3.19 Late Bids

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

3.20 Opening of Bids

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

3.20.2 **The Proposal: The Proposal** shall be opened in the office of the **Chief Engineer, Cochin Port Trust** after **15.30 Hours** on the last date fixed for receiving the Bids. Submission of Cost of Bid Document and EMD Declaration is verified initially. In case the Cost of Bid Document is not

deposited or is not in order and EMD Declaration is not in order, the Bid will not be opened further and hard copy submitted will be returned.

3.20.3 If all Bidders have submitted unconditional Bids together with requisite EMD Declaration, then all Bidders will be so informed. If any Bid contains any deviation from the Bids Documents and /or if the same does not contain EMD Declaration in the manner prescribed in the Bid Documents and the requirements of Key Personnel are not met, then that Bid will be rejected and the Bidder will be informed accordingly. The Financial Quote submitted in e- mode will not be opened in that case.

3.20.4 **Opening of Financial Quote**

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

3.21 **Proposal Evaluation**

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

3.22 **Responsiveness of Proposals**

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

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

3.23 **Acceptance of Bid**

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

3.24 **Currency**

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

D. APPOINTMENT OF CONSULTANT

3.25 Negotiations

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

3.26 Substitution of Key Personnel

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

3.27 Award of Work

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

3.28 Signing of Agreement

- 3.28.1 The Consultant (successful Bidder) shall execute an Agreement at his expense on Kerala State stamp paper of proper value in the format set out in *Appendix-XII* for the due and proper fulfillment of the Contract within four weeks of date of the Letter of Acceptance by facsimile or email by

the Consultant or within such time as extended by the Employer. The consultant shall submit 13 (Thirteen) copies of signed agreement excluding original in bound volume.

- 3.28.2 The Date of Commencement of Work shall be reckoned as the actual date on which the Consultant commences the works related to the Assignment OR the seventh day from the date of Letter of Acceptance by facsimile or email by the Consultant, whichever is earlier.

3.29 Fraud and Corrupt Practices:

The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Document, the Port shall reject the Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Bid, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any Tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) “corrupt practice” means

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

Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “undesirable practice” means
 - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.30 Commencement and Completion of Work

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

SIGNATURE OF THE BIDDER

SECTION – 4

GENERAL TERMS & CONDITIONS

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 / CoPT / Port / Cochin Port / Board / Port Trust / Authority”** means Board of Trustees of Cochin Port, a body corporate established under Section – 5 of the Major Port Trust Act, 1963, having its principal office at W/Island, Cochin-9, India and acting through its Chairman, Deputy Chairman or the Chief Engineer or any other officers, so nominated by the Board.
- b) **“Bidder/Consultant(s)/Applicant”** means the person or persons, firm, corporation, Consortium or Company who submits a Bid (Proposal/Tender) for the subject Work.
- c) **“Award Price/Contract Price”** means the sum indicated in the Price Bid/**Financial Quote** submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Bid (Tender/Proposal) Document.
- d) **“Chief Engineer”** means the Chief Engineer of Cochin Port Trust for the time being.
- e) **“Engineer/Officer-In-Charge”** means Dy. Chief Engineer/ Superintending Engineer/ Executive Engineer in charge of this Work as nominated by Chief Engineer.
- f) **“Work / Assignment”** means the works to be executed by the Consultants detailed in this Bid Document including Terms of Reference.
- g) **“Date of Commencement of Work”** means the actual date on which the Consultant commences the work related to the Assignment **OR** the seventh day from the date of Letter of Acceptance by facsimile or email by the Consultant, whichever is earlier.
- h) **“Bid Document/ Tender Document/ RFP”** means this Document inviting Bids from the Consultants for the Assignment.
- i) **“Proposal/Bid”** means the Bid Document in response to which the Consultant’s proposal for providing Services was accepted.

4.1.2 Notes

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

4.2 General Provisions

4.2.1 Law Governing the Contract

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

4.2.2 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such Party at the address specified below:

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

4.3 Earnest Money Deposit/ Proposal Security (EMD)

4.3.1 No EMD is required to be submitted along with the Bid. However, the proposal shall be accompanied by an Earnest Money Deposit Declaration (in lieu of EMD) accepting that the Bidder shall be suspended and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of Two years from the date of such Suspension Order, under the following circumstances:

- (i) if after the opening of Bid, the Bidder withdraw or modify their Bid during the period of validity specified in the Bid Documents (including extended validity, if any), or do not accept the correction of the Bid Price pursuant to any arithmetical errors
- (ii) if after the award of work, the Bidder fail to furnish the required Performance Security or sign the Contract, within the time limits specified in the Departmental Bid Document.

4.4 Discount on delay in completion

4.4.1 In case of delay in completion of Services as per the schedule prescribed in the Bid Document for each event as specified at Clause 1.10 of the ToR, discount of 0.2% of total contract price per day, subject to a maximum of 10% will be imposed. However in case of delay due to reasons beyond the control of the Consultant, suitable extension shall be granted.

4.5 Care and diligence

4.5.1 The Consultant shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the

Employer for the proper, timely, efficient and effective execution of their duties.

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

4.6 Taxes & duties

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

4.7 Confidentiality

The Consultant shall treat all the Documents and information received from CoPT 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 CoPT authorizes the Consultant in advance in writing. Further, the Consultant shall return all the Documents received from CoPT from time to time after completion of the Work related to those Documents.

4.8 Suspension of Work

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

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

4.9 Termination of Work

4.9.1 Termination of Work by CoPT

If any of the following events shall have happened and be continuing, then Cochin Port Trust may, by written notice to the Consultant, terminate the contract:

- a) Any of the conditions referred to in **Clause 4.11** shall continue for a period of two weeks after CoPT shall have given written notice to the Consultant of the suspension of payment to the Consultant under the contract.
- b) In any event, CoPT may terminate the Contract at any time by giving not less than two weeks prior notice to the Consultant.

4.9.2 Termination of the Work by the Consultant

The Consultant shall promptly notify CoPT 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 CoPT of the existence of any such situation or event, or upon failure of the CoPT to respond to such notice within 15 (fifteen) days of receipt thereof, the Consultant shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the Consultant may thereupon terminate the Contract by giving not less than 15 (fifteen) days prior written notice thereof.

4.10 Termination Procedure

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

4.11 Force Majeure

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within two weeks after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for, as long as the inability continues.

- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause (a) above or delays arising from such event.
- c) The term —Force Majeure as employed herein, shall mean —Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Pandemics, Land Slides, Earth Quakes, Storms, 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.

4.12 Dispute between the Consultant and Cochin Port

The settlement of disputes and arbitration shall be as below.

4.12.1 General

Except where otherwise provided in the Contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

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

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

- a) The Dispute in respect of contract of value upto Rs. 1crore shall not be referred for adjudication through arbitration and.
- b) If the value of the contract is exceeding Rs.1 crore and upto Rs.5 crores, the Dispute shall be resolved through arbitration by a sole arbitrator appointed by the Chairman of Cochin Port Trust :
 - (i) The Consultant shall within a period of 30 days from receipt of the decision of the Chairman, give notice to the Chairman for appointment of arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.
 - (ii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- c) If the value of the Contract is above Rs.5 crores, the Consultant shall within 30 days of receipt of the decision of the Chairman, appoint an arbitrator and give notice to the Chairman and the dispute shall be resolved through Arbitral Tribunal as detailed below:

The Arbitral Tribunal shall be a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators appointed by the Parties. A Party requiring Arbitration shall appoint an Arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its Arbitrator. If the other Party fails to appoint its Arbitrator, the Party appointing Arbitrator shall take steps in accordance with Arbitration and Conciliation Act, 1996 or any statutory modifications or reenactment thereof
- d) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Trusts inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).

4.12.1.1 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairman of the appeal.

4.12.1.2 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

4.12.1.3 It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing

as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

4.12.1.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

4.12.1.5 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.

4.12.1.6 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

4.12.1.7 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.”

4.12.2 Settlement of Disputes through Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably by mutual consultations/ Arbitration, then the Chairman of Cochin Port Trust may refer such unresolved disputes or differences to a Conciliation Committee/Council comprising of independent subject experts, set up by the Port Trust 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 Trustees of Cochin Port subject to the delegation of powers.

4.13 Completion Certificate

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

4.14 Obligations of the Consultant

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

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

4.14.2 Limitation of liability of the Consultant

The total liability of the Consultant under the Contract is limited to the fees received by the Consultant under the Contract.

4.15 Facilities to be made available to the Consultant

The Cochin Port Trust would provide access to all available Documents and data relating to the Port, including the following, that may be reasonably needed for the proposed assignment of the Consultant as highlighted in this Bid Document:

- a) Master Plan for Cochin Port prepared by AECOM in June 2016
- b) Master Plan for Redevelopment of Willingdon Island in Cochin Port and Creation of a Business District prepared by M/s. i-maritime Consultancy Pvt. Ltd in January, 2012.
- c) Feasibility Report & Business Plan on International Cruise Terminal cum Public Plaza prepared by M/s.TransSystems, USA - MIR Projects & Consultants Pvt. Ltd, Kochi, in 2008.
- d) Land use Plan of Cochin Port 2012 – 2042 published in March 2012.

4.16 Performance Security

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

condition stated therein. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

4.17 Insurance to be taken by the Consultant in joint names between Consultant and Board of Trustees of CoPT

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

- (a) Workers' Compensation Insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

4.18 Safety Measures

The Consultant shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract. The expenses if any, incurred by CoPT on the above will be recovered from the Consultant from any amount that may be due from CoPT 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 Kochi City Police about the accident in writing giving full particulars of accident and the details of the workmen involved including their name, age and company.

4.19 Additions and Alterations

If the Consultant is required to carry out any additional work outside the scope of the study as required by CoPT, the Consultant shall perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the port.

SIGNATURE OF THE BIDDER

SECTION – 5

PROPOSAL EVALUATION

5. PROPOSAL EVALUATION

5.1 Evaluation of the Proposal

- 5.1.1 The Bidder shall provide details in respect of the **Key Personnel** proposed to be associated in providing the Services. They would need to be necessarily involved in providing the Services and need to be present at all important meetings as required by CoPT.
- 5.1.2 The minimum Key Personnel to be deployed for the Assignment and the Conditions of Eligibility of each Personnel are specified below:

Sl. No.	Particulars	Minimum Educational Qualification	Minimum experience
1	Team Leader	Graduate in Civil Engineering	Minimum 20 years in preparation of master Plans / Infrastructure Projects
2	Urban Planner / Designer	Post Graduate in Town &/ or Country Planning or Equivalent	Minimum 15 years in planning, designing and landscaping of City Master Plans
3	Financial Expert / PPP Expert	CA / ICWAI	Minimum 15 years in Financial Appraisal of Projects

- 5.1.3 Every Bidder has to provide the list of the experts/personnel nominated by him along with their Curriculum Vitae indicating details like educational qualifications, past experience, publication of papers, etc. signed in blue ink by the respective Personnel and countersigned by the Bidder. The CVs shall contain an undertaking from the respective Key Personnel about his/her willingness to associate, for the Assignment during the period specified in the Bid. Photocopy or unsigned / countersigned CVs shall not be accepted.
- 5.1.4 Every Bidder has to provide details of experience in respect of the Assignments undertaken by each of the experts nominated by him towards each of the relevant skills as detailed in **Clause 5.1.2** as per the format set out in **Appendix-VI** enclosing certified copy of certificates / testimonials therewith to prove the experience.
- 5.1.5 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 CoPT and other Key Personnel shall be available for all important meetings. The Consultant is free to employ other professionals / staff as per his discretion.

5.1.6 **Approach and Methodology**

The Bidder shall furnish together with his Bid a write up on the recommended approach and proposed methodology for the implementation of the services, which shall be covered in 3-5 pages.

5.1.7 **Presentation**

CoPT reserves the rights to invite the Bidder to make a presentation covering the details of the proposal to the CoPT as stipulated in the ToR..

5.1.8. **Evaluation of Financial Quote.**

The Financial Quotes of only those Bidders who submit the Documents in full in respect of Cl. 3.15.2 (i) to (xii), meeting the specified requirements will only be opened. **Ranking of Bidders will be based on Financial Quotes only.** The Bidder with the lowest Financial Quote, shall be the first ranked Bidder. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

SIGNATURE OF THE BIDDER

APPENDICES

**PROVIDING CONSULTANCY SERVICES FOR PREPARATION OF
MASTER PLAN FOR TRANSFORMING WILLINGDON ISLAND INTO
A TOURISM HUB**

TERMS OF REFERENCE (ToR)

1. BACKGROUND:

Cochin Port Trust, one among the Major Ports of India, has under its jurisdiction, approx. 881.08 hectares of land at various locations in Kochi including Willingdon Island (356.05ha.), Vallarpadam&Bolghatty (203.266ha.), Puthuvypeen (308.551ha.), Ernakulam (7.325ha.), Fort Kochi (1.926ha.) and Palluruthy (3.962 ha.).

As regards Willingdon Island where the port facilities were initially developed, the area has a number of other facilities/amenities such as residential quarters, hospital, banks, hotels, canteens, restaurants, government and quasi-government administrative buildings etc. at its north end. In addition to this completely developed land area, the port area on Willingdon Island includes the area at south end, which is largely (about 74 ha.) unutilized, at present. The reclaimed south end area cannot be used for core port operations as presence of rail and road bridges across the channel prevent navigation of ships and so, this area is to be utilized for other activities.

Willingdon Island traditionally housed the entire operations of Cochin Port as well as the Kochi Naval Base (the Southern Naval Command) of the Indian Navy. However, in the recent past, container traffic and POL/ crude oil traffic were shifted out of Willingdon Island to adjacent port areas at Vallarpadam and Puthuvypeen respectively, leading to considerable reduction in the port related activities on W/Island. The available areas have been thereby rendered under/unutilized, opening up the scope for venturing into new horizons/ fields of activity. Cruise Tourism has been identified as an area which provides much opportunity, and steps already taken by the Port in this direction has raised the port to the status of numero uno cruise port in India. Banking on this and other locational, natural/ heritage advantages, it is felt that the old port area including the prime unutilized areas (which is very scarce in the region) in Willingdon Island and other nearby islands dotting the Vembanad lake, can very well be developed/redeveloped as a Tourism Hub, which holds great attractions.

Cochin Port Trust has a Special Economic Zone (SEZ) at Vallarpadam in a land area of 115 Ha, out of the 163.637 ha. and M/s. India Gateway Terminal Pvt. Ltd. (IGT), a subsidiary of M/s. Dubai Port World (DPW) has set up an International Container Transshipment Terminal (ICTT) in the SEZ. At Puthuvypeen CoPT has developed a Special Economic Zone in a land area of 285.8413 Ha. And M/s. BPCL-KR, Petronet LNG Ltd. And IOCL are the Co-developers of the Puthuvypeen SEZ. There is a green area with mangroves at Puthuvypeen (about 46 Ha.) which cannot be utilized for Port related purposes but can be utilized for tourism development. At Ernakulam, there is a vacant

land area of about 0.22 Ha. at Chathiyath which can also be used for tourism related developments. As such, it is also proposed to link the tourism activities at Willingdon island to the other areas owned by CoPT.

To move forward in this direction, CoPT intends to avail the services of a competent, well experienced and reputed firm/group with a team of multi-disciplinary professionals and proven capabilities in this field (Consultant) for “Providing consultancy services for preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”(hereafter referred to as the Assignment) with the objective, vision and Scope of Work (TOR), as detailed below. In this context, it is also clarified that the intention of CoPT is not to avail services of traditional real estate developers for the vertical development opportunities.

2. OBJECTIVE AND VISION:

The Consultant is expected to work in close co-ordination with CoPT to formulate actionable strategies/action plans categorizing them as Immediate (within 2 years), Short Term (within 5 years) and Long Term (within 20- 30 years), with an objective of transforming Willingdon Island into a Global Vista for Rest, Rejuvenation & Recreation - a Tourism Hub of the country.

Vision: To design a Master Plan for transforming Willingdon Island (Cochin Port) into a new sustainable global tourist destination offering a mosaic of leisure, rejuvenation & recreation experience with focus on balancing cultural, ecological and economic growth of the region/stakeholders.

The resultant urban landscape should be a celebration of Willingdon Island’s position as a truly global crossroad of the world – recreationally, economically, ecologically and socially, supporting the market positioning and branding of Willingdon Island on the international tourism map.

3. SCOPE OF WORK :

The Master Plan for Willingdon Island should be both economically and environmentally sustainable, integrating seamlessly with the habitats of Cochin city, the vast biodiversity spanning various topographies and protected environments of Vembanad Lake and the islands, marine ecology and communities living within and bordering its precincts. The area should be envisioned as a highly sustainable leisure coast that builds upon the visitors’ awe and stimulates regional and international pull - where locals and tourists can explore the tourist splendors, vibrant heritage including Ayurveda - the ancient Indian system of natural and holistic medicine and ethnic creative energy of Kerala, Willingdon Island, suburbs of Old Kochi City and the islands dotting the Vembanad lake.

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

3.1. Existing/Situational Analysis:

- a) Base data collection and site visits for assessing the prevailing site conditions, locational advantages, linkages/access, land use, existing port infrastructure/facilities including the recent tourism related infrastructure developments undertaken by the Port and the overall environment, from primary and secondary sources.
- b) Collection and Review of existing master plans, development plans, land use plans, and other reports on the existing tourism sector scenario, facilities, infrastructure and other related matters, of the port area as well as the region.
- c) Assessment of present economic contribution and future potential of CoPT with Tourism Sector as a growth sector, in the economy of state as well as nation.
- d) Preparation of a set of case studies of successful tourism strategy development and implementation by various similar countries across the globe.
- e) Assessment of Tourism demand and supply including assessment of tourism offerings, broad estimation of tourists (international & domestic) & the carrying capacity assessment, identification of bottlenecks/issues in development and operation of tourism offerings in the Port area and its surroundings.
- f) Outlining and understanding existing Tourism policy, related acts, regulations & frameworks of the City, State and Centre, involvement of Government, Private Sector Players (PSP) and other stakeholders (including Municipal Corporation, Tourism Department etc.) in further process towards development, implementation & operation of tourism projects.
- g) Assessment of required Supporting Infrastructure for Tourism and recommendations for world class infrastructure befitting a Tourism Hub including Road, Rail, Air Connectivity to Tourist places, Tourist Accommodation, Utilities(Water supply, Power supply, Solid waste management including garbage disposal/sanitation, Network coverage (Internet lines/availability of WiFi).
- h) Assessment of the possibilities of availing Central Financial Assistance /State Financial Assistance/PPP investments for the envisaged development and providing due assistance for the same.

3.2. Stakeholder Consultations and Analysis

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

3.3. Preparation of Action Plans and Proposals

Preparation of quantifiable/measurable steps/Action Plans, aligning with the

existing Master Plans/ Vision Documents of Port, State & Country, along with cost estimates of Project Proposals, Infrastructure required to achieve the set goals within a stipulated time frame, categorizing it into Immediate, Short Term and Long Term. The following shall also be duly addressed therein:

- a) Strategies to shape a distinctive identity for Willingdon Island including Puthuvypeen, Vallarpadam (Ramanthuruthu), Ernakulam (Chathiyath) as a global tourism haven and its branding.
- b) Detailed Master Plan for Willingdon Island and other adjacent areas owned by CoPT as tourist destinations with world class infrastructure and services, possibly taking advantage of and aligning with other tourism destinations in the vicinity including the heritage zones of Mattancherry, Fort Kochi, Muziris etc., including strategies to seamlessly integrate the new precinct with mainland Ernakulam, lakeside, as well as the backwaters of the Vembanad lake.
- c) Review of the current status of the Kerala's tourism industry specifically in terms of the tourist arrival trends, accommodation capacity, tourism-related infrastructure and tourism product offerings through the lens of destination competitiveness and sustainability.
- d) Recommendation on the limits of acceptable development that Cochin Port should strive to given the current market potential, the City's capacity to absorb tourism activity in the state.
- e) Possible revisions to land uses of Island and surrounding areas that will strengthen the position of Willingdon Island as India's most preferred tourist destination, which is clean and green.
- f) Urban design, landscaping (hard and soft) and public space strategies, and plans to create, improve, and integrate green and blue spaces - environmental sustainability strategies, energy efficiency, resource usage, and overall visitors comfort and enhancing tourist experience throughout Willingdon Island and surrounding port areas.
- g) Development of spaces for activities their which shall include landscape and recreational areas which provides interpretative and educational resource to the public in addition to the value as a tourist attraction
- h) Plans for the possible adaptive reuse of the existing buildings and structures in Willingdon Island and surrounding port areas..
- i) Analysis of different practices and key trends in tourism at national and international levels - Demand assessment of tourism in benchmarking with respect to national and international destinations
- j) Analysis of current and future infrastructural requirements, Identification of issues/bottlenecks, etc.
- k) Identifying and listing out of world class (divisional) projects to be implemented in Willingdon Island for promotion of tourism, establish financial viability of the projects and suggest suitable implementation model for these projects and prioritise the projects in line with the strategy, and prepare an implementation blue print with proposed timelines.

- l) Plans for public utilities, common services area, refuse conveyance, logistics etc..
- m) Identifying and defining the necessary infrastructure, strategies, technologies, measurable outcomes and downstream partners to engineer the Project's success.
- n) Investment plan & funds requirement including identifying, facilitating and developing action plans that will enable Public Private Partnership (PPP) investment
- o) Assessment of Income Generation from Tourism Sector and other impacts of Tourism (Direct & Indirect Impact)
- p) Marketing Strategy for Tourism Promotion including developing an in depth aggressive marketing plan targeting National & International tourists
- q) Undertaking broad market engagement to secure infrastructure design, potential partners in downstream opportunities and delivery partners for best among the best tourism infrastructure elements.
- r) Building tourism based economic clusters, accommodating diverse retail, commercial and cultural centres, on the waterfronts of Vembanad lake system that could afford a significant opportunity/prosperity to the stakeholders, local populace by job creation.
- s) Connectivity plans for Willingdon Island and its surroundings to improve pedestrian experience - comprehensive network of infrastructure and facilities catering to active mobility options (e.g. walking, cycling, cable car, water-metro, metro-rail, water-bicycle and such other high-tech light transit modes and Personal Mobility Devices) that links up to existing and future developments of Willingdon Island with the surrounding urban areas/islands.
- t) Suggest how the proposed development needs to be managed to ensure that the right balance is maintained between the economic, environmental and social impacts over the next 15-20 years and beyond.
- u) Provide recommendations on enhancing visitor experience at Willingdon Island, destinations most visited sites and attractions to address existing and foreseeable challenges that may arise from growth in visitor arrivals
- v) Analysing and articulating the potential risks and viability of implementing the vision. Identify potential barriers to implementation and assist in preparing the necessary mitigation strategies to overcome those barriers.
- w) Leveraging on the concepts framed in the recently released National Tourism Policy 2021, provide a Strategic Plan with recommendations on the type and pace of sustainable tourism development that Cochin Port should pursue for the next 15-20 years taking into consideration the current potentials, destination sustainability assessment results, desired vision for tourism, target market analyses and relevant tourism-related public and private sector initiatives.
- x) Designing a space for all people, regardless of age, ability/disability, gender, ethnicity, socio-economic status and geographic location. The complementary components could include:
 - Kerala village, theme park, wave pool, Ferris wheel,

- Water cycle, water skiing/scooter, water metro, houseboat, LRT, etc.
 - Oceanarium, Port Museum, Bristow Centre
 - Hotels, resorts & condominiums, exhibition-convention centre,
 - Health and rejuvenation Centres
 - Marina-yacht clubs, Floating library/ restaurants, food street, haat, souvenirs shops,
 - Cultural centre, folk-art centre, open-air drama-theatre coliseum etc.
 - Dancing fountain, light and sound show,
 - Provision for Traffic Management, Parking, Transit operations, First-aid & public Emergency Response, Incident Management, etc.
 - Themes that merge and extend from the current cruise business profile of Cochin Port
 - Plaza with public/private and family-oriented parks, leisure space, walkways, street furniture, etc.
- y) Specific proposals for satellite tourist circuits, Tourism of nearby districts; and
- z) Plan for capacity building, learning from success cases, developing Tourism Awareness Plan and suggesting ways to sensitise and train stakeholders.

4. PROJECT DELIVERY STAGES

- a) Preparation of Tourism Master Plan for developing Willingdon Island and other suitable areas owned by Port (Cochin Port) in to a Tourism Hub would be an assignment for time duration of 9 months.
- b) Key deliverables of the Tourism Master Plan / Action Plan would be:
- Inception Report
 - Existing/Situational Analysis Report
 - Stakeholder Consultation Analysis Report
 - Master Plan

5. DELIVERABLES, TIME AND PAYMENT SCHEDULES

- 5.1. The total duration of the entire Assignment is expected to be approximately 9 months. The Consultant must have sufficient manpower to comply with the Scope of Services. The Consultant is required to ensure that the total envisaged work including submission of the above deliverables is completed within 9 months.
- 5.2. The Total Fee for the proposed assignment shall be quoted as a Lumpsum fixed amount in Indian Rupees. Conditional proposals shall be summarily rejected.
- 5.3. The following table details the time frame and payment structure:

Sl. No.	Payment to be Released on	*Time Schedules from commencement	#Percentage of Agreed Total Lumpsum Fee
1	Submission of Inception Report	1 Month	10
2	Submission of Existing/Situational Analysis Report	2 Months	10

3	Submission of Stakeholder Consultation Analysis Report and presentation thereon	3 Months	20
4	Submission of draft Master Plan Report and presentation thereon	7 Months	50
5	Acceptance of Master Plan	9 Months	10

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

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

5.4. In case the Employer decides to abandon the Assignment for any reason, whatsoever, at anytime, the payment of the Consultant shall be restricted up to the stage the services have actually been provided by the Consultant.

6. DOCUMENTS TO BE MADE AVAILABLE BY THE AUTHORITY

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

- a) Master Plan for Cochin Port prepared by AECOM in June 2016
- b) Master Plan for Redevelopment of Willingdon Island in Cochin Port and Creation of a Business District prepared by M/s. i-maritime Consultancy Pvt. Ltd in January, 2012.
- c) Feasibility Report & Business Plan on International Cruise Terminal cum Public Plaza prepared by M/s.TransSystems, USA - MIR Projects & Consultants Pvt. Ltd, Kochi, in 2008.
- d) Land use Plan of Cochin Port 2012 – 2042 published in March 2012.

~~~~~

**THE PROPOSAL**

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

(Reference No and Date)

To

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

Sub: Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub.

Dear Sir,

With reference to your Bid Document dated ....., I/we, having examined all relevant Documents and understood their contents, hereby submit our Proposal for selection as Consultant for Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub. The Bid is unconditional and unqualified.

2. All information provided in the Bid and in the Appendices is true and correct and all Documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any Contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any Project or Contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the Bid Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 3.2 of the Bid Document;

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

Agreement, we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. The Financial Quote is being submitted in a separate cover. This Proposal read with the Financial Quote shall constitute the Application which shall be binding on us.

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

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

(i) .....

(ii) .....

(Furnish two nos. current active email addresses)

Yours faithfully,

(Signature, name and designation of the authorised signatory)  
(Name and seal of the Applicant)



**FORMAT FOR EARNEST MONEY DEPOSIT DECLARATION**

(To be submitted on the Bidder’s Letter Head)

**I/We** ..... (Insert Name and Address of Bidder) **am/are** submitting this declaration in lieu of Earnest Money Deposit for the Bid for ..... (Insert Title of the Bid) (Bid No.....), thereby fully accepting that **I/We** will be suspended and shall not be eligible to participate in the Bids invited by Cochin Port Trust, for a period of **Two years from the date of such Suspension Order**, under the following circumstances:

- (1) If after the opening of Bid, **I/We** withdraw or modify **my/our** Bid during the period of validity specified in the Bid Documents (including extended validity, if any), **or** do not accept the correction of the Tender Price pursuant to any arithmetical errors.
- (2) If, after the award of Work, **I/We** fail to furnish the required Performance Security **or** sign the Contract, within the time limits specified in the Departmental Bid Document.

**SIGNATURE OF THE BIDDER WITH SEAL**

**PROFORMA OF POWER-OFATTORNEY FOR SIGNING OF BID**

*(To be executed on Non-judicial Stamp Paper of proper value)*

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) (hereby referred as —the Principall) do hereby irrevocably constitute, nominate, appoint and authorize Shri/Smt. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ and holding the position of..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Assignment of ..... (hereinafter referred to as “the Assignment”) for which the Board of Trustees of Port of Cochin (hereinafter referred to as "the Port Trust") 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 Trust representing us in all matters before the Port Trust, signing **the agreement** and execution of the Assignment consequent to acceptance of our Bid, and generally dealing with the Port Trust in all matters in connection with or relating to or arising out of our Bid for the Assignment and/ or upon award thereof to us and/or till the satisfactory completion of the Assignment.

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

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

For .....

(Signature, name, designation and address)

Accepted

.....  
(Signature )

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

1. The mode of execution of the Power-of-Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter Documents and Documents such as a resolution/ Power-of-Attorney in favour of the person executing this Power-of-Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power-of-Attorney executed and issued overseas, the Document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power-of-Attorney is being issued. However, the Power-of-Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

\*\*\*\*\*

**FORMAT OF CORPORATE INFORMATION OF BIDDER**

1. Generals Details:
  - a) Name
  - b) Country of incorporation
  - c) Address of the corporate headquarters and the branch office (s), if any in India
  - d) Date of incorporation and / or commencement of business
2. (a) Brief description of the Company.
3. Details of individual or individuals who will serve as the point of contact / communication for the Port Trust 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

\*\*\*\*\*

**SHEET - 1: COMPOSITION OF THE TEAM PERSONNEL AND TASK(S)  
OF EACH TEAM MEMBER FOR THE CONSULTANCY WORK**

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

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

**SHEET – 2 : 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.)

**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 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.)

**Certification:**

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

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

(Signature of staff member or authorised representative of the firm)

Day/Month/Year.

\*\*\*\*\*

**PROFORMA OF UNDERTAKING THAT NO CHANGES  
HAVE BEEN MADE IN THE BID DOCUMENT DOWNLOADED**

To

The Chief Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

I/We ..... do  
hereby confirm that no changes have been made in the Bid Document downloaded and  
submitted by me/us for the Bid “*Providing Consultancy Services for Preparation of  
Master Plan for transforming Willingdon Island into a Tourism Hub*” - Bid No. T9/T-  
1936/2020-C.

Yours faithfully,

(Signature)  
Name & Designation



**PROFORMA OF UNDERTAKING REGARDING ILLEGAL  
METHODS FOR INFLUENCING BID PROCESS**

To

The Chief Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

I / We do hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the Bid process of Bid ***“Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”*** - Bid No. T9/T-1936/2020-C, so as to influence the Bid process and have not committed any offence under the PC Act in connection with the Bid.

Yours faithfully,

Signature :

Name & Designation:

\*\*\*\*\*

**PROFORMA OF DISCLOSURE OF PAYMENT MADE/ PROPOSED TO BE  
MADE TO THE INTERMEDIARIES IN CONNECTION WITH THE BID**

To

The Chief Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

I/We have made / proposed to make the following payments in connection with the Bid *“Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”* - Bid No. T9/T-1936/2020-C to

1. Mr./Ms./Messrs..... (Name and Address)
2. Mr./Ms./Messrs..... (Name and Address)
3. Mr./Ms./Messrs..... (Name and Address)

Yours faithfully,

Signature :

Name & :  
Designation

***Note : In case no payment is made or proposed to be made a “Nil” statement shall be enclosed.***

**PROFORMA OF UNDERTAKING THAT THE FINANCIAL QUOTE IS NOT  
CONDITIONAL**

To

The Chief Engineer,  
Cochin Port Trust,  
Cochin 682009.  
Kerala, India.

Dear Sir,

I/We ..... do hereby confirm that the Financial Quote of the Bid submitted by me / us for the Bid ***“Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”*** - Bid No. T9/T-1936/2020-C is not conditional.

Yours faithfully,

Signature :

Name & Designation:

**PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE  
SECURITY**

*(To be issued by a Scheduled Bank / Nationalised Bank in India on  
Non-judicial Stamp Paper of proper value)*

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

Date :.....

To

Cochin Port Trust,  
Willingdon Island,  
Cochin 682009.

Dear Sirs,

In consideration of Board of Trustees of Port of Cochin (hereinafter referred to as the "Port Trust" 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 Trust'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 Trust.

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 Trust 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 Trust on the Bank shall be conclusive and binding notwithstanding any difference between Port Trust 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 Trust and further agrees that the guarantee herein contained shall continue to be in enforceable till the Port Trust discharges its guarantee.

Port Trust 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 Trust 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 forebear to enforce any covenants, contained or implied, in the CONTRACT between Port Trust and CONSULTANT or any other course of remedy or security available to Port Trust. The Bank shall not be released of its obligations under these presents by any exercise by Port Trust 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 Trust or any other indulgence shown by Port Trust 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 Trust 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 Trust may have in relation to the CONSULTANT'S liabilities.

This Guarantee shall be valid up to ..... unless extended on demand by Port Trust. 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 .....2019

WITNESSES:

|                       |                       |
|-----------------------|-----------------------|
| .....<br>.(Signature) | .....<br>.(Signature) |
| .....<br>.(Name)      | .....<br>.(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 proper value)*

**THIS AGREEMENT** is made on the ..... day of .....Between Cochin Port Trust , 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 Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”* (hereinafter called “The Work”) and has accepted a Proposal by the Consultant as referred in the assignment **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Proposal Document for *“Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”*.
  - (b) All amendments to the Bid Documents for *“Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub”* in the form of “Addendum” or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any prior to submission of the Bids.
  - (c) Qualification, Experience and Team composition submitted as part of The Proposal by the Consultant.
  - (d) Lumpsum Consultancy fee quoted as part of Financial Quote by the Consultant.
  - (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/award letter.
3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.

4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed in the Bid Document and accepted by the Consultant.

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

**SIGNED, SEALED AND DELIVERED**

By the said:

By the said:

.....

.....

.....

Name:.....

Name:.....

On behalf of the Consultant in  
the Presence of :

On behalf of the Employer in the  
Presence of :

Name :.....

Name:.....

Address:.....

Address:.....

.....

.....

.....

.....

\*\*\*\*\*



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

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

**SIGNATURE OF BIDDER**

**FORMAT OF FINANCIAL QUOTE**

From

.....  
.....  
.....

To

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

Sir,

**Sub.: *Providing Consultancy Services for Preparation of Master Plan for transforming Willingdon Island into a Tourism Hub***

~~~~~

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

Our price offer inclusive of all incidentals, overheads, traveling expenses, stationery, expenditure related to presentations to be made during the execution, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of this assignment covering scope as stipulated in the Bid Document is Rs..... (Rupees only).

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Clause 1.10 of ToR** of the Bid Document.

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

