

TENDER FOR MODERNISATION AND UPGRADATION OF COCHIN FISHERIES HARBOUR INCLUDING PROVIDING EQUIPMENTS AND
DREDGING AT THOPPUMPADY, KOCHI, KERALA
(Tender No. CFH/T-1964/2022-C)

ADDENDUM/CORRIGENDUM No- 6

The various clauses in the Bid document shall be stand modified as indicated in the table given below.

Sl.No	Section/ Reference clause No.	Existing clause	Modified/Amended and to be read as :
1	RFP document Vol.I	Cover page	Modified as per Addendum Annexure-1 attached
2	RFP document Vol.III	SCHEDULE – E Intentionally Left Blank	Modified as per Addendum Annexure-2 attached
3	RFP document Vol.II	ARTICLE 10 DESIGN AND CONSTRUCTION OF THE PROJECT	After clause 10.2.5, a new clause added as 10.2.6 as per Addendum Annexure-3 attached
4	Appendix II- Financial proposal	Appendix II- Financial proposal in the tender in excel format	Modified as per Addendum Annexure-4 attached in excel format
5	RFP document Vol.III-	SCHEDULE C	Modified as per Addendum Annexure-5 attached
6	RFP document Vol.I	Clause 1.1.3, given as 'Collectively, all the above shall be referred to as " Project Facilities ". An overview of the proposed site for the Project is set out in Schedule A of RFP Volume II'	Modified as Collectively, all the above shall be referred to as " Project Facilities ". An overview of the proposed site for the Project is set out in Schedule A of RFP Volume III'
7	RFP document Vol.I	Clause 1.1.3, given as 'The Authorityproposes to select contractor (hereinafter referred to as " Contractor ") for the construction of the ProjectFacilities as per the	Modified as The Authority proposes to select contractor (hereinafter referred to as " Contractor ") for the construction of the Project Facilities as per the provisions of RFP Volume III'.

		provisions of RFP Volume II'.	
8	RFP document Vol.I	Clause 1.1.5 given as 'The Auto Cad Drawings of the Project shall be provided as per the description in Schedule P of Volume II of RFP'.	Modified as 'The Auto Cad Drawings of the Project shall be provided as per the description in Schedule of Volume VII of RFP'.
9	RFP document Vol.II	Clause 10.1.2 given as 'The Drawings provided for tendering purposes in the Tender Documents shall be used as a reference only. For Tender Drawings refer Volume-VI.'	Modified as 'The Drawings provided for tendering purposes in the Tender Documents shall be used as a reference only. For Tender Drawings refer Volume-VII.'
10	RFP document Vol.III-	Schedule O (Kept blank)	Modified as 'Schedule O Intentionally left blank'.
11	RFP document Vol.III-	Schedule P, Item B. Indicative Load Calculation sheets for Electrical, Public Health, Mechanical and Fire Fighting is as under:-	Indicative Load Calculation sheets for Electrical, Public Health, Mechanical and Fire Fighting is as under:- Attached as Addendum Annexure - 6
13	RFP document Vol.I to VIII	Where ever specified as "Modernisation and Upgradation of Cochin Fisheries Harbour at Thoppumpady, Kochi, Kerala	May be read as "Modernisation and Upgradation of Cochin Fisheries Harbour including providing Machineries & Equipment and dredging work at Thoppumpady, Kochi, Kerala"
14	RFP document Vol.I	Data sheet. Sl.No.4 Cost of Bidding document	INR11200 (Rupees Eleven thousand two hundred only) to be deposited online (non-refundable) through NEFT/RTGS. <u>The format of electronic payment system mandate form is attached as Appendix I</u>
			For avoidance of doubt, regardless of the foregoing being made available, it is hereby clarified that the Auto Cad Drawings are indicative in nature, and the Bidders are required to carry out independent evaluation, verification, and assessment prior

15	RFP document Vol.I	Page 10, Clause 1.1.5, Para 3	to quoting the Contract Price. The Bidders further acknowledges and accepts the risk of inadequacy, mistake or error in or relating to Auto Cad Drawings and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Bidders or any person claiming through or under any of them. The detailed Scope of Project of the Contractor shall be as per the Scope of Project, Specifications and Standards provided in Volume II of RFP.	
16	RFP document Vol.I	Page 10, Clause 1.1.6	The contract price shall be the cost inclusive of the cost of construction, machineries & equipment, dredging work, cost of procurement of materials, cost of installing various parts along with their interiors of the Project Facilities within the specified timelines. The contract price does not include any land acquisition cost and does not require any land acquisition by the Contractor.	
17	RFP document Vol.I	Page 13, Clause 1.2.9	“Queries/Request for Additional Information: RFP for Selection of Engineering, Procurement and Construction Contractor for Modernisation and Upgradation of Cochin Fisheries Harbour including providing machineries & equipment and dredging work at Thoppumpady, Kochi, Kerala”.	
18	RFP document Vol.I	Page 14, Clause 2.1.1	A Bidder shall submit only 1(one) Bid and submit a single Financial Bid in the format provided in Appendix II on the e-tender Portal. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid for the Project either individually or as a member of any other Consortium, as the case may be.	
19	RFP document Vol.I	Page 15, Clause 2.1.5	ANNEXURE A	Letter Comprising the Bid
			ANNEXURE B	General Information of Bidder & Statement of Legal Capacity
			ANNEXURE C	Power of Attorney for Signing of Bid in favor of Authorized Signatory (single entity/Lead Member) accompanied by Board Resolution/ Charter Document in favor of Executant
			ANNEXURE C(A)	Power of Attorney for Lead Member of Consortium by other members of the Consortium (in case of Consortium) with Board Resolution/ Charter Document in favor of Executant of the PoA
			ANNEXURE D	Bid Security (Online or Bank Guarantee) Joint Bidding Agreement (in case of Consortium)
			ANNEXURE D(A)	Joint Bidding Agreement (in case of Consortium)
			ANNEXURE E	Technical Capacity of Bidder

			ANNEXURE F	Financial Capacity of Bidder
			ANNEXURE G	Bid Checklist
20	RFP document Vol.I	Page 15, Clause 2.1.9	The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bid to commit the Bidder. The Power of Attorney shall be duly supported with the charter documents or board resolution in favour of the executants. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure C (A) of Appendix-I duly supported with a charter document or board resolution in favour of executants.	
21	RFP document Vol.I	Page 17, Clause 2.1.13 last para	Explanation: In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.13 shall include each member of such Consortium	
22	RFP document Vol.I	Page 17, Clause 2.2.1	<p>For determining the eligibility of Bidders for their submission of their Bids hereunder, the following shall apply:</p> <p>a. The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.</p> <p>b. A Bidder shall be a company registered in India under the Companies Act 1956/2013 who qualifies the eligibility criteria, is allowed to submit their bids hereunder. The Bidder shall submit incorporation documents or relevant proof in support along with the technical proposal. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3(A) below.</p>	
			a. Financial Capacity: Without prejudice to the above requirement of demonstrating Technical Capacity, the Bidder shall be required to demonstrate that it has an average annual Turnover from Similar Projects	

23	RFP document Vol.I	Page 20, Clause 2.2.2.1 (b)	<p>equal to or greater than INR 27.59crore in the 3 (three) Financial Years (2018-19, 2019-20 & 2020-21) preceding the Bid Due Date, and shall also be required to have positive net worth of INR 23 Crore in the Financial Year preceding the Bid Due Date ("Financial Capacity").</p> <p>In the event that the Bidder does not meet the Minimum Eligibility Criteria (Technical or /and Financial Capacity) evaluated for as described under this Clause 2.2.2, the Bidder shall be disqualified and the Financial Bid of such Bidder shall not be opened.</p> <p>In computing the Technical & Financial Capacity of the Bidder/ Consortium Members under Clause 2.2.2, the Technical & Financial Capacity of their respective Associates would also be eligible hereunder.</p> <p>For purposes of this RFP, the term Associate and "Control" shall have the meaning given to it in the Explanation of Clause 2.1.13.</p> <p>It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.</p>
			<p>If a Bidder, including any Member or its Associate whose Technical Capacity and/or Financial Capacity is being relied upon to qualify for award of the Project, has been barred by the Central/ State Government, or any other government institution in India, for any reason, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid either individually or as a Member of a Consortium.</p> <p>2.2.3(A) In case the Bidder is a Consortium, it should comply with the following additional requirements:</p> <p>(a) Bid should contain the information required for each Member of the Consortium, provided number of members of Consortium should not exceed 3(three);</p>

(b) Members of the Consortium shall nominate 1 (one) member as the lead member ("**Lead Member**").

(c) The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure C(A) of Appendix-I, signed by all the other members of the Consortium and duly supported by the board resolution and charter document in favour of the executants;

(d) The parties to a Consortium shall execute the EPC Contract through Lead Member who shall sign the agreement with Authority, for and behalf of Consortium and other Members shall join in signing the agreement as confirming party. In this regard, it is clarified that all members of the Consortium shall be jointly and severally liable to execute the Project during the contract period; and

(e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**Joint Bidding Agreement**") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:

- i. in case the Consortium is declared as the Selected Bidder hereunder, ensure that its minimum capital contribution commitments are clearly set out, and state that the Consortium shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Contractor in terms of the EPC Contract
- ii. clearly outline the proposed roles and responsibilities of each Member at each stage;

			<p>iii. commit the minimum capital investment contribution by each Member or minimum share in total voting powers and paid up capital, as the case may be; and</p> <p>iv. include a statement to the effect that all Members of the Consortium shall, till the term of the EPC Contract and in accordance with the EPC Contract, be liable jointly and severally for all obligations of the Contractor.</p> <p>(f) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.</p> <p>(Note: Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)</p> <p>No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.</p>
25	RFP document Vol.I	Page 21, Clause 2.2.5 para 1	<p>A Bidder including any Consortium member or Associate should, in the last 3 (three) years, 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 Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder.</p>
			<p>I. Formats for Technical Bid</p> <p>ANNEXURE A. Letter comprising the Bid</p> <p>ANNEXURE B. General Information of Bidder & Statement of Legal Capacity</p> <p>ANNEXURE C. Power of Attorney for Signing of Bid</p>

26	RFP document Vol.I	Page 24, Clause 2.6.1 I	<p>ANNEXURE C(A) Power of Attorney for Lead Member</p> <p>ANNEXURE D. Bid Security (Online or Bank Guarantee)</p> <p>ANNEXURE D(A) Joint Bidding Agreement</p> <p>ANNEXURE E. Technical Capacity of Bidder</p> <p>ANNEXURE F Financial Capacity of Bidder</p> <p>ANNEXURE G. Bid Checklist</p> <p>ANNEXURE H Electronic payment system mandate form</p> <p>ANNEXURE I Proforma of Pre-Contract Integrity Pact</p>
			<p>a. The Bidder shall upload scanned copies of the following documents online on the e-tendering Portal on or prior to the Bid Due Date:</p> <ul style="list-style-type: none"> i. Letter comprising the Bid (Appendix – I - ANNEXURE A); ii. General Information of Bidder and Statement of Legal Capacity (Appendix – I - ANNEXURE B) iii. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C) supported by board resolution / charter document in favour of executants; iv. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I - ANNEXURE C(A)) supported by board resolution / charter document in favour of executant; v. Bid Security (Appendix – I - ANNEXURE D); vi. Joint Bidding Agreement (in case of Consortium) (Appendix – I - ANNEXURE D(A)); vii. Technical Capacity of the Bidder (Appendix – I - ANNEXURE E); viii. Financial Capacity of the Bidder (Appendix – I - ANNEXURE F); ix. Bid Checklist (Appendix – I - ANNEXURE G); x. A copy of the EPC Contract with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (iii) hereinabove. xi. All Addendum, Corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialled by the person signing the Bid in pursuance of the Power of Attorney referred to in

27

RFP document Vol.I

Page 26, Clause 2.10.1 para
(a)

Clause (c) hereinabove.

- xii. Copies of the incorporation documents or charter documents.
- xiii. Audited annual report, balance sheet and financial statement for the last three (3) Financial Years preceding the Bid Due Date.
- xiv. Receipt of Document Fee [if purchased from designated address of Authority] or Document Fee instrument [if Bidding Document is downloaded]

b. Details of Documents to be submitted in Enclosures to Bid:

The Bidder shall besides uploading scanned copies of the following on the Website, also submit original of the following documents in physical hard copy in sealed envelope at the Authority's office address set out in Clause 2.1.3 no later than the time specified in Clause 1.3 hereof:

(i) Bid Security in the prescribed format (Appendix – I **Annexure D**);

ii. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**) supported with board resolution / charter document in favour of the executants;

iii. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I - **ANNEXURE C(A)**) supported by board resolution / charter document in favour of executants;

(iv) Letter comprising the Bid (Appendix – I - **ANNEXURE A**);

For avoidance of doubt, the Financial Bid, which shall be uploaded online (no hard copy submission), shall only be submitted in the excel sheet format provided on the e-Procurement Portal. The format provided in Appendix II is indicative only and is for reference purposes.

28	RFP document Vol.I	Page 33, Clause 3.2.1 (e)	(e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.9 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.1.9, as the case may be;
29	RFP document Vol.I	Page 34 after para (l)	(m) It contains all the information in formats same as those specified in this RFP; (n) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP;
30	RFP document Vol.I	Annexure I PROFORMA OF PRE-CONTRACT INTEGRITY PACT	Annexure I (Revised) PROFORMA OF PRE-CONTRACT INTEGRITY PACT as Addendum Annexure-7
31	RFP document Vol.I	Appendix I Formats of Technical Bid	Appendix I (Revised) attached as Addendum Annexure-8
32	RFP document Vol.II	Page 13, after clause 1.4.2	<p>{1.5} Joint and several liability[1]</p> <p>1.5.1 If the Contractor has formed a Consortium of two or more persons for implementing the Project:</p> <p>(a) these persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the Authority for the performance of the Agreement; and</p> <p>(b) the Contractor shall ensure that no change in the composition of the Consortium is effected without the prior consent of the Authority.</p> <p>1.5.2 Without prejudice to the joint and several liabilities of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor. The Contractor shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.}</p> <p>[1] <i>This Clause 1.5 may be omitted if the Contractor is not a Consortium.</i></p>

33	RFP document Vol.II	Page 15 ARTICLE 2 SCOPE OF THE PROJECT	<p>ARTICLE 2 SCOPE OF THE PROJECT</p> <p>2.1 Scope of the Project</p> <p>Under this Agreement, the scope of the Project (the“Scope of the Project”) shall mean and include:</p> <p>a. construction of the Project on the Site set forth in Schedule-A and as specified in Schedule-B together with provision of Project Facilities as specified in Schedule-C, and in conformity with the Specifications and Standards including architectural Drawing and design set forth in Schedule-H;</p> <p>b. dredging of the wharf frontage at fisheries harbour as per the technical specifications specified in Volume VIII of the RFP.</p> <p>c. supply, installation, testing and commissioning of machinery& equipment as per the requirement specified in Volume V of the RFP ; and</p> <p>(b) performance and fulfillment of all other obligations of the Contract or in accordance with the provisions of this Agreement and matters incidental thereto or necessary further performance of any or all of the obligations of the Contractor under this Agreement.</p>
34	RFP document Vol.II	Page 18, after clause (k)	(l) the machineries and equipment will have to be commissioned and demonstrated to be in good working condition as per the specifications herein and the manufacturer's technical manual.
35	RFP document Vol.II	Page 24, clause (l)	(l) all information provided by the {Selected Bidder/members of the Consortium} in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
36	RFP document Vol.II	Page 62 ARTICLE 18 INSURANC	ARTICLE 18 INSURANCE
37	RFP document Vol.III	Page 14, Annex – II (Schedule-B) Timeline of works in the Project	Revised and attached as Addendum Annexure -9
38	RFP document Vol.III	Page 42, SCHEDULE - CONTRACT PRICE	Revised and attached as Addendum Annexure-10

WEIGHTAGES

All addendum/ Corrigendum shall form part of the Bid documents and shall be duly signed and submitted with the bid by the bidder.

Sd/-

CHIEF ENGINEER

Addendum Annexures 1 to 10 are attached are Annexure.

COCHIN PORT AUTHORITY

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(Tender No. CFH/T-1964/2022-C)

Request for proposal for

**COMPETITIVE BIDDING FOR SELECTION OF
ENGINEERING, PROCUREMENT AND CONSTRUCTION
CONTRACTOR**

for

**MODERNISATION AND UPGRADATION OF COCHIN
FISHERIES HARBOUR INCLUDING PROVIDING
MACHINERIES & EQUIPMENT AND DREDGING WORK AT
THOPPUMPADY, KOCHI, KERALA**

Volume 1: Instructions to Bidders

COCHIN PORT AUTHORITY,

WILLINGDON ISLAND,

KOCHI, KERALA - 682003

April 2022

SCHEDULE – E
APPLICABLE PERMITS

(See Clause 3.1.7(a))

1 Applicable Permits

The Contractor shall obtain, as required under Applicable Laws, the following Applicable Permits:-

- (a) Fire Department Permits
- (b) Electricity Board
- (c) Approval for energisation of electrical installations from CEA Chennai.
- (d) Any other permits or clearances required under Applicable Laws

- 1.1 Applicable Permits, as required, relating to environmental protection and conservation shall have been procured by the Authority in accordance with the provisions of this Agreement.

Addendum Annexure-3

10.2.6 PROVISION OF EMPLOYER'S OFFICE

The Contractor shall allow for the provision of labourers to assist the Employer, if and when required throughout the Works.

The Contractor shall provide and maintain Two (02) Nos. air-conditioned car in good condition, to accommodate minimum 4 people, and for the exclusive use of the Civil & Mechanical Departments for site visit and supervision works.

All vehicles shall be equipped with fire extinguisher and first aid kits. The vehicles shall be fitted with seatbelts for the driver and all passengers as well as any other safety equipment as may be required under the prevailing local, port and Contractor's site regulations.

The proposed make, model and condition of the vehicles shall be subject to the approval of the Employer.

The Contractor shall provide the specified Employer's Vehicles within 28 days of the Contract Commencement Date or at least 07 days prior to the commencement of any site establishment, temporary Works or any other site Works under the Contract, whichever is earlier. The vehicles shall be provided and maintained until 28 days after the issue of the Taking-Over Certificate for the complete Works.

All necessary taxes for operating the vehicles shall be fully paid and all necessary papers shall be provided as required by prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicles. The Contractor shall also make available drivers having valid license at such times and for such duration as instructed by the Employer.

The vehicles shall be maintained in a smooth running condition. All expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil and other consumables, necessary service and maintenance, drivers, repairs and replacement etc. shall be met by the Contractor. In the event of any vehicle being off the road for maintenance or on account of breakdown, the Contractor shall provide equivalent substitute vehicle(s) immediately.

If the Contract Works are not completed within the stipulated period or within the granted extended time of completion, provision and

maintenance of vehicle shall be carried out by the Contractor at his own cost and no payment shall be made for the same.

The Contractor shall provide and maintain Personal Protective equipment (PPE) as may be required by the Employer for inspection of the works

Addendum Annexure-4

COCHIN PORT AUTHORITY					
www.tenderwizard.com/COPT					
Tender No: CFH/T-1964/2022-C Date: 27-04-2022 - Appendix II- FINANCIAL PROPOSAL					
Name of Work :Modernisation and Upgradation of Cochin Fisheries Harbour including providing equipments and carrying out Dredging work at Thoppumpady, Kochi.					
ASCHEDULE OF QUANTITIES TO BE DONE ON CONTRACT					
Please Enter the Contractor Name					
				BIDDER'S QUOTING AREA	
Sl. No:	Sub- heads and items of work	Approximate Quantity	Unit	Amount (Rs.) In figures	Amount (Rs.) In words
1	Contract Price - for Cost of Modernisation and Upgradation of Cochin Fisheries Harbour including providing equipments and dredging work at Thoppumpady, Kochi, Kerala on EPC mode as per the scope defined in the RFP (Inclusive of all applicable taxes except GST)	1.00	EA		
Notes: (a)In case of discrepancy in words and figures, the quoted figure in words will prevail. (b) Wrongful entry of quotes shall entail disqualification and other actions as the Employer deem fit.					
* This is an Electronic Submission. No Need of Signature*					

SCHEDULE – C

PROJECT FACILITIES

(See Clause 2.1)

1 Project Facilities

The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

1. Auction halls for tuna, shrimp, squid, octopus and other small, medium & large fish.
2. Fish dressing unit
3. Offices
4. Dormitory (structure only)
5. Food court (structure only)
6. Control room and harbour office
7. Packaging unit
8. Net mending shed
9. Storage
10. Unloading platform
11. Loading area
12. Internal roads/ External Roads
13. Canteen (Refurbishment of existing building)
14. Drivers' waiting area (Refurbishment of existing building)
15. Waste Management Area
16. Effluent Treatment Plant
17. Gate & landscaping
18. Underground water reservoir
19. Overhead water reservoir
20. Electrical substation
21. Land Development
22. PHE
23. Electrical system
24. Fire fighting system
25. Storm water drainage system across the facility
26. Water works & supply
27. Lighting and Wi-fi system installation

28. Dismantling the existing auction hall, parking cum packaging sheds, net mending sheds, and other buildings and structures coming under the project area, disposal of debris, stacking the usable materials as per direction.
29. Providing Machineries and Equipments as per RFP document Vol. V
30. Dredging work as per RFP document Vol. VIII
31. Others to be specified, however, it is clarified that it shall include only the essential work/ facility required to be provided as per site requirement with mutual consent.

2. Description of Project Facilities

Each of the Project Facilities is described below:

Sl. No.	Project Facility	Other essential details
1	Auction Halls (4 nos.)	<ul style="list-style-type: none"> • There will be four auction halls provided on the ground floor of the main building. Each auction hall will cater to a specific type of fish based on their size. • The first auction hall (near the fish dressing unit) will focus on tuna and other big fish. • The second auction hall will cater to small and medium fish which are oriented towards domestic consumption. • The third auction hall will be dedicated to shrimp and other small fish. • The fourth auction hall will be dedicated to squid, octopus and cuttlefish. • Plinth / Dock of the hall to be in line with the base of truck for easy movement of goods. • Auction Hall to be air-conditioned with PVC curtains to retain the temperature. • Flooring of Auction Hall to be of epoxy flooring with necessary under bedding. The rest of the shed to be in-situ commercial concrete flooring conforming to necessary IS Code. • The building shall also have two passenger lifts. • Common services like stair, goods lift, toilets, lobby etc will be having polished granite stone/ vitrified tiles/ glazed tiles floor.
2	Fish Dressing Unit	<ul style="list-style-type: none"> • Adjacent to Auction Hall and air-conditioned. • Flooring of Fish Dressing Unit to be of epoxy flooring with necessary under bedding. The rest of the shed to be in-situ commercial concrete flooring conforming to necessary IS Code.
3	Offices	<ul style="list-style-type: none"> • 26 nos. offices to be constructed on first floor of the main

		<p>building above auction hall.</p> <ul style="list-style-type: none"> • Flooring of the offices to be of vitrified flooring with necessary under bedding.
4	Dormitory (structure only)	<ul style="list-style-type: none"> • It shall host the fishermen and workers with overnight stay facility. • It shall host around 50 farmers in 9 rooms in dormitory format. • Basic structure of dormitory rooms and toilets to be constructed on first floor of the main building. • Will be finished and furnished by PPP operator.
5	Food Court (structure only)	<ul style="list-style-type: none"> • Basic structure of food court for 200 persons to be constructed on first floor of the main building. • Will be finished and furnished by PPP operator.
6	Control Room and Harbour Office	<ul style="list-style-type: none"> • Control room & Harbour Office on the second floor of main building. • Fully air-conditioned • Flooring of the control room to be of vitrified flooring with necessary under bedding.
7	Packaging Unit & Loading Area	<ul style="list-style-type: none"> • To be constructed on the ground floor of second building adjacent to auction halls. • A separate area within the packing facility will be provided for trucks to park and load the packed fish away for transportation • Flooring of the packaging unit to be of epoxy flooring with necessary under bedding. • Loading area to be constructed with Cement Concrete floor of M30 Grade and necessary underbidding necessary to take the load of trucks.
8	Net Mending & Storage Area	<ul style="list-style-type: none"> • Ground floor will be net mending shed. • First floor will be space for storing crates and other equipment. • Flooring of the net mending shed to be of cement concrete flooring with necessary under bedding & hardener. • The roof of the shed shall be of puff panel /similar heat reflecting material.
9	Drivers' Waiting Area and Canteen (Refurbishment of existing building)	<ul style="list-style-type: none"> • Refurbishment of existing building to build a Drivers' Waiting Area on the ground floor and a Canteen on the first floor. • Flooring of the building to be of vitrified flooring with necessary under bedding.

10	Effluent Treatment Plant	<ul style="list-style-type: none"> ETP to be constructed to treat 4.5 LLPD to produce filtered water for cleaning and personal hygiene
11	Under Ground Water Reservoir.	<ul style="list-style-type: none"> SUWR of Capacity 700000 Ltrs
12	Electric Sub Station.	<ul style="list-style-type: none"> Transformer (1 No. 2000 kVA & 1 No. 1000 kVA) and DG Set (1 No. 2000 kVA & 1 No. 750 kVA) with necessary panel and cabling.
13	Unloading Platform/ Loading platform	<ul style="list-style-type: none"> CC Floor with sub base, approximate area of 1170 Sq.m
14	Waste Management area	<ul style="list-style-type: none"> CC Floor with sub base, as per requirement
15	Internal Roads	<ul style="list-style-type: none"> CC Roads with sub base, approximate area of 4400 Sq.m
16	External Roads	<ul style="list-style-type: none"> About 800m length and 7.5 - 10m width, resurfacing the roads with CC paver blocks M40 grade 100mm thick with both side paver tiled foot path minimum 1m wide and drain minimum 60cm width.
16	Gate and Landscaping	<ul style="list-style-type: none"> Main Entry and exit gates, Landscaping the project area etc
17	External fire fighting, External plumbing	<ul style="list-style-type: none"> As per regulations
18	Machineries and Equipments	<ul style="list-style-type: none"> All required Machineries and Equipments as per RFP document Vol. V shall be provided by the EPC contractor.
19	Dredging work	<ul style="list-style-type: none"> Dredging the frontage of wharf about 400m length and 100 m wide and approach channel from ISRF berth shall be carried out to a depth of (-)3.6m with respect to the Port's chart datum all as per RFP document Vol. VIII
20	Electrical system/ Lighting etc	<ul style="list-style-type: none"> All as per RFP document Vol. VI

Addendum Annexure - 6

Electrical Load Sheet

PROJECT: COCHIN FISHING HARBOUR.

Sr. No.	Building / Load Description	Load	Quantity			Total Connected Load Lighting & power	Load Factor	Maximum Demand Load	Emergency Load taken on DG
		Power	Working	Standby	Total				
		KW	UNIT	UNIT	UNIT				
AUCTION INFRASTRUCTURE (SHED)									
1	Auction Hall-01 & Fish Dressing Unit					237.3	1.00	237.3	237.3
2	Auction Hall-02					162.7	1.00	162.7	162.7
3	Auction Hall-03					162.7	1.00	162.7	162.7
4	Auction Hall-04					162.7	1.00	162.7	162.7
5	Packing Unit					150.8	1.00	150.8	135.7
FIRST FLOOR									
6	Offices,canteen & Dormatory					227.3	1.00	227.3	227.3
SECOND FLOOR									
7	CONTROL UNIT &HARBOUR OFFICE					98.5	1.00	98.5	98.5
COMMON AREA									
8	COMMON SERVICE(STAIR,LIFT,TOILET,LOBBY)					48.8	1.00	48.8	32.5
9	CORRIDOR,STAIR					15.3	1.00	15.3	15.3
ADDITIONAL FACILITY									
10	RETAIL MARKET					52.3	1.00	52.3	34.9
SERVICE BUILDING									
GROUND FLOOR									
11	CANTEEN & KITCHEN					38.2	1.00	38.2	23.9
FIRST FLOOR									
12	HALL					38.2	1.00	38.2	38.2
MISCELLANEOUS AREA									
13	NET MENDING SHED & STORAGE-FIRST FLOOR					21.8	1.00	21.8	10.2
14	NET MENDING SHED & STORAGE-GROUND FLOOR					43.6	1.00	43.6	34.9
15	FUEL STATION					14.3	1.00	14.3	9.2
16	SECURITY BOOTH					2.4	1.00	2.4	1.5
17	WASTE MANAGEMENT AREA					11.3	1.00	11.3	4.5
18	LOADING/UNLOADING AREA					19.9	1.00	19.9	14.9
19	ELECTRICAL/DG/PANEL ROOM (Electrical Sub Station)					2.4	1.00	2.4	1.6
20	INTERNAL ROAD								
COMMON PLOT UTILITY ELECTRICAL LOAD									
1	Electrical Substation					25.0	1.00	25.0	25.0
2	PHE								
2.1	Plumbing Pumps	20	5	1	6	120	1	100	100
3	Fire Fighting								
3.1	Main Fire Pump	55	2	0	2	110	1	110	110
3.2	Fire Jockey Pump	20	1	0	1	20	1	20	20
4	common area internal street light load	60	1	0	1	60	1	60	60
5	common area external high mast load	50	1	0	1	50	1	50	50
7	STP / ETP / WTP Load	75	1	0	1	75	1	75	75
TOTAL ELECTRICAL LOAD						1970		1950	1848

TRANSFORMER SIZING CALCULATION	
TOTAL MAXIMUM DEMAND ELECTRICAL LOAD	1950 KW
OVERALL DIVERSITY	0.85 UNIT
TOTAL DEMAND LOAD FOR TRANSFORMER SIZING	1658 KW
SYSTEM POWER FACTOR	0.8
LOADING FACTOR OF TRANSFORMER	0.7
TOTAL KVA REQUIREMENT FOR TRANSFORMER SIZING	2961 KVA
TRASNSFORMER SIZE SELECTED	1 X 2000 & 1X1000 KVA

DG SIZING CALCULATION	
TOTAL MAXIMUM DEMAND ELECTRICAL LOAD FOR DG SIZING	1848 KW
OVERALL DIVERSITY	0.85 UNIT
TOTAL DEMAND LOAD FOR DG SIZING	1571 KW
SYSTEM POWER FACTOR	0.8
LOADING FACTOR FOR DG SET	0.70
TOTAL KVA REQUIREMENT FOR DG SIZING	2806 KVA
DG SIZE SELECTED	1 X 2000 KVA DG SET & 1X 750 KVA DG SET

Addendum Annexure - 7

PROFORMA OF PRE-CONTRACT INTEGRITY PACT
(To be Signed on Plain Paper and Submitted as part of Technical Bid)

Tender No.....;

Tender Title:

This Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of202...at, India.

BETWEEN

Procuring Organisation, through Head of the Procuring Organisation, for and on behalf of President of India (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s..... (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/s for, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’.

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

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal shall exclude from the process all known prejudiced persons.

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

Section 2 - Commitments of the 'Bidder/ Contractor'.

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

a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.

c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if

any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.

e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages:

(1) If the Principal has disqualified the ‘Bidder/ Contractor’ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from ‘Bidder / Contractor’ the damages equivalent to Earnest Money Deposit / Bid Security.

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

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

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

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

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s).

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

Section 8 - Independent External Monitor

(1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He / she reports to the Head of the Procuring Organisation.

(3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The

Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.

(5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., Cochin.

(2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.

(5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Addendum Annexure - 9

Annex – II (Schedule-B)

Timeline of works in the Project

S. No.	Project Stage	NO. OF MONTH																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Completion of Piling work	■	■			■	■			■	■								
2	Completion of Foundation work		■	■			■	■			■	■							
3	Completion of structural civil work till 1st floor level/ 1st Floor Slab casting				■	■	■	■	■	■	■	■	■						
4	Completion of structural civil work till 2nd floor level/ 2nd Floor Slab casting					■	■	■	■	■	■	■	■	■					
5	Completion of structural civil work till roof level						■	■	■	■	■	■	■	■	■				
6	Completion of all finishing work in Auction Hall 3 & 4, Fish Dressing Area									■	■	■	■	■	■	■			
7	Completion of all finishing work in Packaging Unit									■	■	■	■	■	■	■			
8	Completion of all									■	■	■	■	■	■	■			

Addendum Annexure -10

SCHEDULE - G

(See Clauses 10.1.4 and 19.3)

CONTRACT PRICE WEIGHTAGES

1.1 The Contract Price for this Agreement is Rs. *****

1.2 Proportions of the Contract Price for different stages of Construction of the Project shall be as specified below:

S. No.	Project Stage	Description	Weightage in percentage to Contract Price
1	Completion of Piling work		21
2	Completion of Foundation work		25
3	Completion of structural civil work till 1st floor level/ 1st Floor Slab casting	inclusive of tie beam, column from tie beam till 1st floor level, slab and beam at slab till 1st floor level	25
4	Completion of structural civil work till 2nd floor level/ 1st Floor Slab casting	inclusive of tie beam, column from tie beam till 2nd floor level, slab and beam at slab till 2nd floor level	3
5	Completion of structural civil work till roof level/ 1st Floor Slab casting	inclusive of tie beam, column from tie beam till roof level, slab and beam at slab till roof level	2
6	Completion of all finishing work in Auction Hall 3 & 4, Fish Dressing Area	inclusive of flooring, wall finishing, electrical work, plumbing work, air conditioning, doors and windows, firefighting etc.	2
7	Completion of all finishing work in Packaging Unit	inclusive of flooring, wall finishing, electrical work, plumbing work, air conditioning, doors and windows, firefighting etc.	3
8	Completion of all finishing work in Auction Hall 1 & 2, All Common areas	inclusive of flooring, wall finishing, electrical work, plumbing work, air conditioning, doors and windows, firefighting etc.	2
9	Completion of all finishing work in Offices and Control room	inclusive of flooring, wall finishing, electrical work, plumbing work, air conditioning, doors and windows, firefighting etc.	3
10	Dredging (100%)		1

S. No.	Project Stage	Description	Weightage in percentage to Contract Price
11	Installation of Machinery & Equipment (50%)		1
12	Completion of Net mending shed and store	All works	2
13	Refurbishment of drivers' waiting area and canteen	inclusive of flooring, wall finishing, electrical work, plumbing work, AC, doors and windows, firefighting and minor repair and restoration of civil work as and where necessary	1
14	Completion of Roads and Pavement (50%)	including under bedding and RCC work	1
15	Completion of Roads and Pavement (100%)	including under bedding and RCC work	1
16	Completion of ETP, WTP, UGWR, OHWR	All works	1
17	Installation of entire electrical substation	All works	2
18	Completion of infrastructure for electrical work, firefighting work, plumbing work	electrical work: inclusive of solar panel (if reqd.), street lighting; firefighting work: inclusive of ring line, installation of fire pumps etc; plumbing work: inclusive of sewerage and drainage lines from building to ETP as and where necessary; completion of all external water line to and from WTP as & where necessary	2
19	All external miscellaneous infrastructure work	inclusive of landscaping, boundary wall, entry/ exit gates etc.	1
20	Installation of Machinery & Equipment (100%)		1

APPENDIX – I:
FORMATS FOR TECHNICAL BID

ANNEXURE A
Letter Comprising the Bid

Dated:

To

The Chief Engineer,
Cochin Port Authority,
Willingdon Island, Kochi, Kerala
India, Tel: + 91 484 2666414

Sub: ***Bid for Selection of Engineering, Procurement and Construction Contractor for Modernisation and Upgradation of Cochin Fisheries Harbour including providing machineries & equipment and dredging work at Thoppumpady, Kochi, Kerala***

Dear Sir,

1. With reference to your RFP document dated 27.04.2022, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the Selection of Engineering, Procurement and Construction Contractor for Modernisation and Upgradation of Cochin Fisheries Harbour at Thoppumpady, Kochi, Kerala, and we certify that all information provided in the Bid and in Appendix I and Appendix II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as the Contractor for the engineering, procurement and construction of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.

5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last 3 (three) years, we/any of the Consortium Member 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, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I do not have any Conflict of Interest in accordance with Clause 2.1.13 of the RFP;
 - c) I 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, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Authority, Central or State; and
 - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We believe that we satisfy(ies) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP;
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the provisions of this RFP.
10. I/ We declare that we/ any Member of the Consortium are/is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth and Turnover criteria and meet(s) all the requirements as specified in this RFP;
12. I/We declare that we/ any Member of the Consortium are not disqualified or debarred from participating in this Bidding Process.
13. I/ We certify that in regard to matters other than security and integrity of the country, I/ we/any Member of the Consortium of any of our/their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on

our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

14. I/We further certify that in regard to matters relating to security and integrity of the country, I/we/any Member of the Consortium or any of our/their Associates have not been charge-sheeted by any agency of the government/Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
15. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of the Consortium or any of our/their Associates or against our CEO or any of our Directors/ Managers/ employees.
16. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of provisions of this RFP, we shall intimate the Authority of the same immediately.
17. I/We undertake that the Statement of Legal Capacity as per format provided at Annexure – B of the RFP document, and duly signed, is enclosed. The Power of Attorney for Signing of Bid& Lead Member and Bid Security, as per format provided at Annexure C and D respectively of the RFP, are also enclosed.
18. We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of its Members. We further agree and acknowledge that the consortium members shall be jointly and severally responsible for the obligations contained in the Bidding Documents’
19. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of selection of the EPC under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the EPC Contract, it would, notwithstanding anything to the contrary contained in the EPC Contract, be deemed a breach thereof, and the EPC Contract shall be liable to be terminated without the Authority/Authority being liable to us in any manner whatsoever.
20. I/We understand that the Selected Bidder shall be an existing Company incorporated under Companies Act, 1956/2013 or any other single entity who qualifies the eligibility criteria.
21. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
22. In the event of my being declared as the Selected Bidder, I/We agree to enter into an EPC Contract in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

23. I/We have studied all the Bidding Documents carefully and also surveyed the sites. We understand that except to the extent as expressly set forth in the EPC Contract, 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 it.
24. The Contract Price has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, EPC Contract, our own estimates of costs call volumes and after a careful assessment of the Site and all the conditions that may affect the Contract Price and implementation of the Project.
25. The Bid Security in accordance with this RFP and in the form of a Bank Guarantee is attached.
26. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the Project/ contract is not awarded to us or our Bid is not opened.
27. I/We have read the clause regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to contractors from such countries under the proviso to Clause 2.2.1(b) of the RFP; I/We certify that this Bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in this RFP and the aforesaid Order and is eligible to be considered. This shall be accompanied by, wherever applicable, evidence of valid registration by the Competent Authority, in the manner provided in the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division, which shall be attached along with this Letter Comprising the Bid, in order to demonstrate compliance with Clause 2.2.1 (b) of the RFP.
28. I/We agree and undertake to abide by all the terms and conditions of the RFP.
29. I/We/ Consortium Members agree and undertake to be severally liable for all the obligations of the Contractor under the EPC Contract

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

Place:

(Signature of the Authorised signatory)
(Name and designation of the of the Authorised signatory)
Name and seal of Bidder

ANNEXURE B

General Information of Bidder

1.
 - a) Name¹:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Name of Bidder

No.	Criteria	Yes	No
1.	Has the Bidder/its Associate been barred by the {Central/State} Authority, or any other government institution in India, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

¹Relevant documents/ chartered documents/ constitutional documents related to incorporation and nature of the company must be attached along with this as mentioned in Clause 2.2.1 (b)

4. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3(A) should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*
1		
2		
3		

* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for **each Member** of the Consortium and/or Associate²:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium/its Associate been barred by the {Central/State} Authority, or any other government institution in India, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

5.

- 6. A statement by the **Bidder** disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

7. **Statement of Legal Capacity**

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

²Provide details of only those Associates whose technical capacity and Net Worth are to be evaluated

To

The Chief Engineer,
Cochin Port Authority,
Willingdon Island,
Kochi, Kerala - 682003
India
Tel: 0172-2920235
Fax:

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Bid document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

ANNEXURE C
Power of Attorney for Signing of Bid
(Refer Clause 2.1.9)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. _____ / Ms _____ (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 *Selection of Engineering, Procurement and Construction Contractor for Modernisation and Upgradation of Cochin Fisheries Harbour including providing machineries & equipment and dredging work at Thoppumpady, Kochi, Kerala* ("Project") proposed or being developed by the Cochin Port Authority (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all documents and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the EPC Contract with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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)

Witnesses:
(Name, Title and Address)

- 1.
- 2.

[Notarized]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Also, 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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under Applicable Laws).*

ANNEXURE C(A)
Power of Attorney for Lead Member of Consortium
(Refer Clause 2.1.9)

Whereas the Cochin Port Trust ("the Authority") has invited bids for 'modernisation and upgradation of the Cochin Fisheries Harbour including providing Machineries & Equipment and dredging work at Thoppumpady in Kochi, Kerala' ("Project").

Whereas, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s _____ having our registered office at _____ and M/s. ____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at ____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the EPC Contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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/ Consortium.

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

For _____

(signature)
(Name & Title)

For _____

(signature)
(Name & Title)

(Executants)
(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

- 1.
- 2.

Notes:

- *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.*
- *Also, 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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution(if required under Applicable Laws).*

ANNEXURE D
Format for Bid Security (Bank Guarantee)
(Refer Clauses 2.1.7 and 2.20.1)
(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

In consideration of you, the Chief Engineer, Cochin Port Authority, Kochi, Kerala having its office at Kochi, Kerala having agreed to receive the Bid of{a Company registered under the provisions of the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for *Selection of Engineering, Procurement and Construction Contractor for Modernisation and Upgradation of Cochin Fisheries Harbour including providing machineries & equipment and dredging work at Thoppumpady, Kochi, Kerala* (hereinafter referred to as the "Project") pursuant to the RFP Document dated 27.04.2022 issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at Kochi(hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Chief Engineer, COPA, Kochi an amount of Rs. (Rupeesonly) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Chief Engineer, COPA, Kochi, Kerala stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Chief Engineer, COPA, Kochi, Kerala is disputed by the Bidder or not merely on the first demand from the Chief Engineer, COPA, Kochi, Kerala stating that the amount claimed is due to the Chief Engineer, COPA, Kochi, Kerala by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including *inter alia* the failure of the Bidder to:
 - (a) keep its Bid valid and open during the Bid validity period, as set forth in the said Bidding Documents, for any reason whatsoever.

- (b) sign the Letter of Award and/or the EPC Contract, within the specified time limit;
- (c) furnish the Performance Security within the period prescribed thereof in the EPC Contract;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupeesonly).

3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Chief Engineer, COPA, Kochi, Kerala and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
We, the Bank, further agree that the Chief Engineer, COPA, Kochi, Kerala shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents. The decision of the Chief Engineer, COPA, Kochi, Kerala, that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Chief Engineer, COPA, Kochi, Kerala and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
4. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
5. In order to give full effect to this Guarantee, the Chief Engineer, COPA, Kochi, Kerala shall be entitled to treat the Bank as the principal debtor. The Chief Engineer, COPA, Kochi, Kerala shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Chief Engineer, COPA, Kochi, Kerala, and the Bank shall not be released from its liability under these presents by any exercise the Chief Engineer, COPA, Kochi, Kerala of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Chief Engineer, COPA, Kochi, Kerala or any indulgence by the Chief Engineer, COPA, Kochi, Kerala to the said Bidder or by any change in the constitution of the Chief Engineer, COPA, Kochi, Kerala or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for the Chief Engineer, COPA, Kochi, Kerala to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Chief Engineer, COPA, Kochi, Kerala may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
9. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Chief Engineer, COPA, Kochi, Kerala in writing.
10. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. ____ ____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

ANNEXURE D(A)
Joint Bidding Agreement
(Refer Clause 2.2.3 (A))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company/partnership/firm incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

1. {....., a company/partnership/firm incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

2. {....., a company/partnership/firm incorporated/registered under the} and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

- (A) Chief Engineer, Cochin Port Authority, Kochi, Kerala (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal dated(the “**RFP**”) for *for Selection of Engineering, Procurement and Construction Contractor for Modernisation and Upgradation of Cochin Fisheries Harbour including providing machineries & equipment and dredging work at Thoppumpady, Kochi, Kerala* (the “**Project**”).

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and

- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall execute the Project itself acting through the Lead Member with other members as confirming party(s) for entering into a EPC Contract with the Authority and for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

The Lead Member M/s would be responsible for the following obligation in the EPC Contract for the Project

-
-
-

The Second member M/s would be responsible for the following obligation in the EPC Contract for the Project.

-
-

The Third member M/s would be responsible for the following obligation in the EPC Contract for the Project.

-
-

The Parties are together responsible for performing all its obligations in terms of the EPCContract for the Project.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract.

6. Contribution in the Capital Investment proposed for the Project

6.1 The Parties agree that the proportion of [Capital investment] OR [proportion of equityshareholding and voting power] shall be as follows:

Lead Member:

Second Member:

Third Member:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such

Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associate/affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Appointed Date of the Project. However, in case the Consortium is either not declared as a Qualified Bidder by the Authority or does not get selected as the Selected Bidder for the Project, the Agreement will stand terminated upon return of the Bid Security by the Authority to the Bidder in terms of the Bidding Documents.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART by:

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

ANNEXURE E
Technical Capacity of Bidder
(Refer to Clause 2.2.2 of the RFP)

Form 1: Summary of Experience

The information regarding the relevant experience of the firm should be provided in the format below.

Name of Bidder:

Experience in: List down as per categories in Clause 2.2.2 of the RFP	
Project Name:	Location of Project:
Project Brief (Narrative description of Project)	Current status of the Project
Description of actual Contract provided: •	
Name of Client:	Address of Client: Contact phone number and e-mail of Client:
Start date (month/year): Completion date (month/year):	Approximate value of Project:

Signature of Bidder

The Project Data Sheets should necessarily be accompanied with certificates from clients for successful completion of Contract or client certificate or Statutory Auditor/Chartered Accountant Certificate, and agreement copy/work order or Letter of Award, as proof of experience. The proof of the total Project cost, completion year and description of the works undertaken must be provided by the Bidder for consideration as a sufficient proof of experience. Projects without proof of experience shall not be considered for evaluation.

ANNEXURE F
Financial Capacity of Bidder

(to be certified by the statutory auditor of Bidder)

(Refer to Clause 2.2.2 of the RFP)

I. Turnover and Net Worth:

(In INR Crore)

Bidder Type	Annual Turnover			Net Worth
	As on	31st March 2019	31st March 2020	31st March 2021
Single entity Applicant				

It is certified that the calculation of Net Worth and Turnover have been carried out as the formula presented in the Clause 2.2.2 of the RFP.

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:
 - a. reflect the financial situation of the Bidder where the Bidder is relying on its Associate's financials;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; andcorrespond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

ANNEXURE G
Bid Checklist

S. No.	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix - I - ANNEXURE A);		
2	General Information of Bidder & Statement of Legal Capacity (Appendix - I -ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix - I - ANNEXURE C)duly supported by a charter document or board resolution in favour of executant;		
4.	Power of Attorney for Lead Member in the prescribed format (Appendix - I - ANNEXURE C(A))duly supported by a charter document or board resolution in favour of executant;		
5	Bid Security in the prescribed format (Appendix - I - ANNEXURE D);		
6	Joint Bidding Agreement in the prescribed format (Appendix - I - ANNEXURE D(A))		
7	Technical Capacity of the Bidder (Appendix - I - ANNEXURE E);		
8	Financial Capacity of the Bidder (Appendix - I - ANNEXURE F);		
9	Other documents, if any required as per Bidding Documents		
10	A copy of the EPC Contractwith eachpage initialed by the person signing the Bid inpursuance of the Power of Attorney(along with all addendum, corrigendum and responses to Pre-Bid Queries published by the Authority with each page initialed by the person signing the Bid)		

Annexure H

ELECTRONIC PAYMENT SYSTEM MANDATE FORM

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

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

