



कोचिन पत्तन प्राधिकरण
Cochin Port Authority

COCHIN PORT AUTHORITY

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

Telefax:91-0484-2666414

E-mail: ce@cochinport.gov.in;
coptce@gmail.com

Website: www.cochinport.gov.in

**TENDER FOR PROVIDING CONSULTANCY SERVICES FOR
PREPARATION OF DETAILED PROJECT REPORT, CONDUCTING EIA
STUDY, PROVIDING PROJECT MANAGEMENT CONSULTANCY
INCLUDING STATUTORY CLEARANCES AND O & M CONSULTANCY
FOR THE PROPOSED WATER AERODROMES AT VARIOUS LOCATIONS
IN LAKSHADWEEP ISLANDS, KOCHI & OTHER LOCATIONS IN INDIA**

BID DOCUMENT

(Tender No.T9/T-1993/2023-C)

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

Price : Rs.2360/- (2000/- + 18% GST)

COCHIN PORT AUTHORITY

CONTENTS

TENDER FOR PROVIDING CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT, CONDUCTING EIA STUDY, PROVIDING PROJECT MANAGEMENT CONSULTANCY INCLUDING STATUTORY CLEARANCES AND O & M CONSULTANCY FOR THE PROPOSED WATER AERODROMES AT VARIOUS LOCATIONS IN LAKSHADWEEP ISLANDS, KOCHI & OTHER LOCATIONS IN INDIA

Sl. No	Contents	Page No
	Tender Notice	4
Section –1 Invitation for Proposal		8
1.1	Background	8
1.2	General	8
1.3	Request for Proposal	9
1.4	Minimum Eligibility Criteria	9
1.5	Other Eligibility Considerations	10
1.6	Subcontracting	10
1.7	Due Diligence by the Bidders	10
1.8	Cost of Bid Document and EMD	10
1.9	Validity of the Bid	11
1.10	Brief Description of the Selection Process	11
1.11	Pre Bid Meeting / Clarifications	11
1.12	Amendment of Bid Document	11
1.13	Integrity Pact (IP)	12
1.14	Communications	12
Section-2 Site Information		13
2.1	Project Locations at Union Territory of Lakshadweep	13
2.2	Project Location in Kochi & Other Locations in India	14
Section-3 Instructions to Bidders		15
3.1	Scope of the Proposal	15
3.2	Conflict of Interest	15
3.3	The Bidder	17
3.4	Number of Bids	17
3.5	Cost of the Bid	17
3.6	Site Visit & Inspection of Data	17
3.7	Acknowledgement by Bidder	17
3.8	Right to reject any or all Bids	18
3.9	Contents of Bid Document	18
3.10	Amendment to Bid Document	18
3.11	Language of the Bid	19
3.12	Format and Signing of Bid	19
3.13	No Alternative Proposals by Bidders	19
3.14	The Bid	19
3.15	Financial Quote	20
3.16	Submission of Bid	21
3.17	List of Documents to be Submitted	21
3.18	Late Bids	21
3.19	Opening of Bids	21
3.20	Bid Contents	22

3.21	Responsiveness of Proposals	22
3.22	Acceptance of Bid	22
3.23	Currency	22
3.24	Negotiations	22
3.25	Award of Work	22
3.26	Signing of Agreement	22
3.27	Substitution of Key Personnel	22
3.28	Fraud and Corrupt Practices	23
3.29	Commencement and Completion of Work	24
Section-4 General Terms & Conditions		25
4.1	Definitions and Interpretation	25
4.2	General Provisions	25
4.3	Earnest Money Deposit/ Bid Security (EMD)	26
4.4	Discount on delay in completion	26
4.5	Incentive on early completion	26
4.6	Care and diligence	26
4.7	Taxes & duties	27
4.8	Confidentiality	27
4.9	Suspension of Assignment	27
4.10	Termination of Assignment	27
4.11	Termination Procedure	28
4.12	Force Majeure	28
4.13	Dispute between the Consultant and Cochin Port	28
4.14	Completion Certificate	30
4.15	Obligations of the Consultant	30
4.16	Facilities to be made Available to the Consultant	31
4.17	Performance Security	31
4.18	Insurance to be taken by the Consultant	31
4.19	Safety Measures	32
4.20	Additions and Alterations	32
4.21	Bids with conditions	32
Section -5 Proposal Evaluation		33
5.1	General	33
5.2	Evaluation of The Bid	33
Appendices		
Appendix-I	Terms of Reference (ToR)	37
Appendix-II	Letter of Submission	60
Appendix-III	Proforma of Power-of-Attorney for Signing of Bid	63
Appendix-IV	Proforma of Pre-Contract Integrity Pact	65
Appendix-V	Format of Corporate Information of Bidder	70
Appendix-VI	Format of Relevant Experience - Sheets 1-3	71
Appendix-VII	Composition of Team Personnel, Format of CV etc.-Sheets 1-3	74
Appendix-VIII	Description of approach, methodology and work plan	78
Appendix-IX	Technical Bid - Undertaking I	79
Appendix-X	Technical Bid - Undertaking II	80
Appendix-XI	Performa of Bank Guarantee towards Performance Security	81
Appendix-XII	Form of Agreement	83
Appendix-XIII	Format for Furnishing Bank Information for e-Payment	85
Appendix - XIV	NEFT/RTGS Mandate Form of EMPLOYER	86
Appendix - XV	Undertaking for Financial Quote	87
Appendix - XVI	Price Bid for the assignment	88

COCHIN PORT AUTHORITY

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

Chief Engineer's Office,
Cochin – 682 009.

No.T9/T-1993/2023-C

Dated: 31/05/2023

TENDER NOTICE

Electronic Tenders (e-tenders) on lump sum basis are invited for **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India”** from experienced and reputed firm/group/consultant in the field.

2. Details of downloading / submission of Bids are as under:

Download period	From 01.06.2023 to 14.30 hours on 21.06.2023
Last date and time of submission of Bid	14.30 hours on 21.06.2023
Date and time of opening the Bid	15.00 hours on 21.06.2023
Estimated Cost	Rs.8 crore
Earnest Money Deposit (Rs.)	Rs.8 lakh
Cost of Bid Document	Rs. 2360/- (Rs.2000/- + 18% GST) (Non refundable) furnished either through Demand Draft / Pay Order / Banker's Cheque drawn in favour of the FA & CAO, Cochin Port Authority (CoPA), payable at Kochi, from any Nationalised Bank/ Scheduled Bank in India.Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-XIV
Pre Bid Conference	09.06.2023

3. CoPA intends to engage an experienced and reputed firm/group/consultant with proven technical and financial capabilities and a team of multi-disciplinary professionals for **Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India** (hereafter referred to as the “Assignment”).
4. Scope of work broadly consists of following activities but not limited to:
- (i) Conducting various studies and investigations which includes Site Survey, Geotechnical investigations, Bathymetric / Hydrographic Survey, Obstacle Limitation Surface (OLS) Survey, CRZ mapping, Identification of the location of jetty, runway & associated infrastructures for Seaplane, Feasibility Study and

- necessary administrative approvals from statutory bodies & competent authorities.
- (ii) Preparation of Detailed Project Report (DPR) which includes preparation of Concept Design Report, Layout Plan, Detailed Design and Drawings (Architectural & Structural) of Key components such as Civil, Electrical and IT & Airport System etc. as required for operation of water aerodromes, BoQ & Cost Estimates with rate analysis of all infrastructures etc. for each water aerodrome and necessary administrative approvals from statutory bodies & competent authorities.
 - (iii) Conducting Environmental Impact Assessment (EIA) study for each location, prepare Environmental Management Plan (EMP) and assist CoPA in getting necessary Environmental Clearance (EC) / CRZ clearance from UTLA / MoEF&CC/ Other statutory bodies for each water aerodrome.
 - (iv) Providing Project Management Consultancy (PMC) including Preparation of Tender Document for inviting tenders in EPC mode which includes Bill of Quantities, Tender Specifications, Drawings (Architectural and Structural), General Conditions of Contract, Special Conditions of Contract, Employer's Requirements with Payment Schedule, Preparation of replies to pre-bid queries etc., Bid Process Management for selection of EPC Contractor, Review and vetting of detailed design and drawings (Architectural and Structural), Supervision and management of contractor's work, Certification of Contractor's invoices for payment and complete technical support including getting permissions and liaison with other government bodies for each Water Aerodrome.
 - (v) Obtaining various statutory clearances for operation of water aerodromes and Project implementation support till handover to Airline Operator.
 - (vi) Providing Consultancy for selection of Operation & Management (O & M) Agency / Contractor for the Water Aerodrome areas and the Terminal Building Complex including other ancillary facilities.
5. **The Employer at its discretion may descope any of the above locations & shortclose the assignment and this will not entitle the Consultant to raise an additional claim towards this. The proposed development of water aerodrome at Kochi will be subject to the approval from MoCA and this will not entitle the Consultant to raise an additional claim towards this.**
6. Bid received from all parties will be considered only, if they meet the following **minimum eligibility criteria:**
- (i) **Experience Criteria :**
The Bidder should have successfully completed at least
 - (i) one similar Assignment of value not less than Rs.1.60 crore
 - OR**
 - (ii) two similar Assignments, each of value not less than Rs.1.0 crore
 - OR**
 - (iii) three similar Assignments, each of value not less than Rs.0.80 croreduring the last three years i.e. the current financial year (2023-2024) and the last three financial years of submission of Bids (2022-2023; 2021-2022 & 2020-2021).
 - (ii) **Financial Criteria :**
Financial Turnover
Average Annual Financial Turnover of the Bidder during the last three financial years ending 31st March 2023 shall not be less than Rs.2.40 crore (2022-2023, 2021-2022, 2020-2021). In case audited financial statements are not available for 2022-2023, statements relating to 2019-2020 shall be furnished.

Explanatory notes:

- (a) Similar Assignment(s) means “**Providing Consultancy Services for Preparation of Detailed Project Report for development of aerodromes / airports including preparation of Environmental Impact Assessment Report, providing Project Management Consultancy services etc.**”
- (b) Following enhancement factors will be used for the costs of Assignments carried out for bringing the financial figures to a common base value in respect of the Assignments completed in past years.

Table - 1

Year Before	Multiplying Factor
2021-2022	1.07
2020-2021	1.14

- (c) Satisfactory Client/ Owners’s Certificate or documentary proof shall be submitted in support of the Assignments performed and claimed by the Bidder to fulfill the eligibility criteria for qualification. A statement duly certified by the Chartered Accountant / Firm showing the average Annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted. The registration number of the Chartered Accountant / Firm has to be mentioned.
- (d) The Assignment(s) reckoned for the above purpose are those executed by the Bidders as prime contractor or proportionately as member of joint venture.

7. Other Eligibility Considerations

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

- i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, black listing / debaring by Government departments or financial failures etc.; and/or
- iii) Black listed / Debarred by any Govt. of India Organizations / PSU / PSE / Govt. Depts. / reputed Private Sector Companies etc. during the last three years.

8. Subcontracting is not permitted for this Assignment.

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

10. The consultancy services shall be available up to the completion of Defect Liability Period as mentioned in Section 4 of the Bid Document.

11. Bid Documents can be downloaded from the e-Tendering portal www.tenderwizard.com/COPT on the dates specified in the above table by making online requisition. Bid Document will also be available in Cochin Port website (www.cochinport.gov.in) as well as Central Public Procurement (CPP) Portal which can be downloaded for submission. The cost of Bid Document shall be furnished in the form of Demand Draft/ Pay Order/Banker’s Cheque drawn in favour of FA & CAO, CoPA along with the submission of Bid. Payment can also be made online mode (NEFT/RTGS) as per Bank details at Appendix-XIV.

12. The Bidders need to obtain the one time User ID & password for log-in to **e-Tendering** system from the service provider M/s.**KEONICS** by paying registration amount of **Rs.1124/-** by online payment using Credit/Debit Card/Net banking or DD in favour of “KSEDCL, Bangalore”.

13. The intending Bidder must have valid Class-II or III digital signature certificate to submit the Bid. For further details and to obtain the digital signature please contact e-Tender Help Desk No.080-49352000 / 9605557738.
14. Bids shall be submitted “**online**” on the website **www.tenderwizard.com/COPT**, strictly in accordance with the Instructions to Bidders and Terms & Conditions given in the Bid Document. No Bids shall be accepted off-line (Hard copy).
15. The Bidder is responsible to download Addenda/ Amendments/ Errata/ Replies to the Queries of Bidders etc., if any, issued by CoPA, from the e-Tendering Portal or CoPA website or CPP Portal before submission of the Bid. Bids with any shortfall in submissions of the said Addenda/ Amendments/Errata/Replies to the queries of Bidder etc. duly signed along with the downloaded Documents while submitting the Bid, are liable for rejection. Incomplete Bid Documents may be rejected.
16. Cochin Port Authority will not be held responsible for any technical snag or network failure during online Bidding It is the Bidders’ responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at Bidder’s premises to access the e-Tender portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them, arising out of incorrect use of the e-Tender system or internet connectivity failures.
17. The complete Bid Document shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of financial instruments towards cost of Bid Document and EMD shall be uploaded with the Bid Document while submitting the tender electronically in the e-Tendering Portal. The Bidder shall submit the originals of: (i) DD/ Pay Order/ Banker’s Cheque towards (a) the cost of Bid Document and (b) EMD, (ii) Integrity Pact and (iii) Power of Attorney, if applicable, **along with letter of submission** in a sealed cover duly mentioning the Tender No. & Name of Assignment, due date of opening of Bid and Name of the Bidder to the **Chief Engineer, Cochin Port Authority, W/Island, Cochin – 682 009, KERALA**, on the Bid Due Date. **Non submission of the original financial instruments towards the Cost of Bid Document and EMD, Integrity Pact and Power-of-Attorney, if applicable, within the above period leads to disqualification of Bids.** Bids received after the stipulated last date and time for receipt, due to any reasons will not be considered.
18. MSME Bidders who are registered with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by the Ministry of MSME for similar nature of works shall be eligible for issue of Bid Document free of cost. They are required to submit documentary proof of such registration along with the offer, for claiming the available exemptions and a scanned copy of Exemption Certificate duly notarized shall be uploaded in the e – Tender Portal. If the Registration Certificate does not pertain to “Consultancy services”, the Bid will be rejected.
19. The undersigned reserves the right to reject/cancel/postpone any one or all Bids at any stage of the Bid, which will be binding on all Bidders.

Sd/-

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

SECTION - I

INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

With current growth scenario in civil aviation sector, particularly in India, the Central Government has launched RCS-UDAN to reach out to remote areas. Sea plane operation from coastal/ river/ canal as well as terrestrial water bodies will extend the connectivity to those areas where there is no land based airport.

Water Aerodromes are also being proposed in India under the Regional Connectivity Scheme (RCS). These Aerodromes are aimed at servicing seaplane services in the country. Amidst overall worldwide growth of aviation industry, India is also witnessing tremendous growth in aircraft operations. Seaplane operations in India are yet an untapped market even though a tremendous potential exists, being a vast country with magnificent waterfronts & long coastline.

1.2 General

Water aerodrome is a defined area, primarily on water, intended to be used either wholly or in part for the arrival, departure and movement of seaplanes, and any building and equipment on ground or water.

A seaplane is a fixed winged aeroplane which is designed for taking off and landing on water and includes amphibians operating as sea planes. A seaplane is in the unique position of being able to provide air service which is practically impossible with any other kind of craft.

As per directives of MoPS&W & MoCA, Cochin Port is going to take up the works for the water aerodromes in various islands of Lakshadweep as requested by Union Territory of Lakshadweep Administration, Kochi & other locations in India. However, the Work Order will be placed on receipt of grant from MoCA.

As Phase I of development, water aerodrome is proposed to be developed at 4 locations viz., Kavaratti, Agatti & Minicoy in Lakshadweep Islands and Kochi. **The Employer at its discretion may descope any of the location in Phase – I & shortclose the assignment and this will not entitle the Consultant to raise an additional claim towards this. The proposed development of water aerodrome at Kochi will be subject to the approval from MoCA and this will not entitle the Consultant to raise an additional claim towards this. Port reserves the right to cancel the Work Order at any point of time or stage of the assignment on Administrative reasons.**

As Phase II development, CoPA proposes to develop water aerodromes in other parts of India on getting directions from MoPS&W & MoCA. The successful Bidder shall be bound to take up the works related to additional locations also at the same rate as of Phase I development subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 25%. Any further additional work beyond the specified 25%, may be taken up by the Consultant as per the mutually agreed rates and conditions.

The pre-feasibility studies for development of water aerodromes at some Islands at Lakshadweep have been carried out by CoPA, which will be shared to the successful Bidder. According to the pre-feasibility study reports, the locations of water aerodromes are proposed to be undertaken for further analysis.

In pursuance of the above, CoPA now proposes to invite Bids for the Assignment **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water**

Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India.”

The Scope of Assignment/duties of the Consultant and other project details shall be as detailed in Appendix - I: Terms of Reference (ToR). The duration of the assignment is 18 months from the commencement date of the Assignment, which is extendable at the discretion of CoPA. The entire Assignment shall preferably be completed within the specified period and preferably each sub event shall be completed within the time allotted to perform such events as per ToR.

1.3 Request for Proposal / Bid

Cochin Port invites Bids for selection of a Consultant for **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India”** who shall formulate actionable strategies/action plans for the proposed Water Aerodomes.

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

1.4 Minimum Eligibility Criteria

Bid received from all parties will be considered only, if they meet the following **minimum eligibility criteria**:

(i) **Experience Criteria :**

The Bidder should have successfully completed at least

(i) one similar Assignment of value not less than Rs.1.60 crore

OR

(ii) two similar Assignments, each of value not less than Rs.1.0 crore

OR

(iii) three similar Assignments, each of value not less than Rs.0.80 crore

during the last three years i.e. the current financial year (2023-2024) and the last three financial years of submission of Bids (2022-2023; 2021-2022 & 2020-2021).

(ii) **Financial Criteria :**

Financial Turnover

Average Annual Financial Turnover of the Bidder during the last three financial years ending 31st March 2023 shall not be less than Rs.2.40 crore (2022-2023, 2021-2022, 2020-2021). In case audited financial statements are not available for 2022-2023, statements relating to 2019-2020 shall be furnished.

Explanatory notes:

- (a) Similar Assignment(s) means **“Providing Consultancy Services for Preparation of Detailed Project Report for development of aerodromes / airports including preparation of Environmental Impact Assessment Report, providing Project Management Consultancy services etc.”**
- (b) Following enhancement factors will be used for the costs of Assignments carried out for bringing the financial figures to a common base value in respect of the Assignments completed in past years.

Table - 1

Year Before	Multiplying Factor
2021-2022	1.07
2020-2021	1.14

- (c) Satisfactory Client/ Owner's Certificate or documentary proof shall be submitted in support of the Assignments performed and claimed by the Bidder to fulfill the eligibility criteria for qualification. A statement duly certified by the Chartered Accountant / Firm showing the average Annual Financial Turnover over the last 3 financial years and audited financial statements for the last three years shall be submitted. The registration number of the Chartered Accountant / Firm has to be mentioned.
- (d) The Assignment(s) reckoned for the above purpose are those executed by the Bidders as prime contractor or proportionately as member of joint venture.

1.5 Other Eligibility Considerations

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

- i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, black listing / debarring by Government departments or financial failures etc.; and/or
- iii) Black listed / Debarred by any Govt. of India Organizations / PSU/ PSE / Govt. Depts./ reputed Private Sector Companies etc. during the last three years.

1.6 Subcontracting

Subcontracting is not permitted for this Assignment. However, if the Consultant needs to engage any external agency for any specific assignment, the same can be done with the prior approval of CoPA. The Environmental Impact Assessment (EIA) studies shall be carried out through an Accredited EIA Consultant of MoEF&CC / National Accreditation Board for Education and Training (NABET).

1.7 Due Diligence by the Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Bid by paying a visit to the Lakshadweep Islands and the other Project Sites and sending written queries to CoPA on or before the date and time specified in Clause 1.11.

1.8 Cost of Bid Document and EMD

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

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

1.9 Validity of the Bid

- 1.9.1 The Bids shall be valid for a period of at least 180 (One hundred and eighty) days from the Bid Due Date. The CoPA reserves the right to reject any Bid, which does not meet this requirement.
- 1.9.2 In exceptional circumstances, prior to expiry of the above Bid Validity Period, CoPA may, by a request in writing, require the Bidders to extend the period of validity for specified additional periods. Bidders who are willing for such an extension shall have to communicate their acceptance, within the specified time as mentioned in the request made by the Port Authority for validity extension. A Bidder may also refuse the request for extension. However, no claim from such Bidders, whatsoever, concerned with this Bidding, will be entertained by the Port Authority. A Bidder agreeing to the request will not be allowed to modify its Bid.

1.10 Brief Description of the Selection Process

- 1.10.1 The Price Bid of only those Bidders who meet the Bid requirements relating to Cost of Bid Document & EMD, Minimum Eligibility Criteria and the requirements fulfilling Threshold Experience Score and found responsive in the evaluation of Technical Bid, will be opened on any other day as intimated through website.
- 1.10.2 **The selection of the successful Bidder will be based on the Technical and Financial Evaluation of their Bids under Quality and Cost Based Selection (QCBS) methodology, with weightage of Technical and Financial score in ratio of 60:40.**

1.11 Pre-Bid Meeting / Clarifications

- 1.11.1 Pre-Bid meeting will be held for the Bid on 09.06.2023. The Bidders who need clarifications on any specific issue shall inform CoPA in writing (in editable word/doc/docx format only) on or before 08.06.2023 at the address given in the Clause 1.14.1 below. Queries/clarifications submitted in any other format shall not be considered for giving clarifications. Queries/clarifications on Bid Document sought after 08.06.2023 may not be entertained.
- 1.11.2 CoPA shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Bid Due Date. The replies/clarifications/decisions shall be hosted at the Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal without identifying the source of queries.
- 1.11.3 CoPA reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obligating CoPA to respond to any query or to provide any clarification.

1.12 Amendment of Bid Document

- 1.12.1 At any time prior to the deadline for submission of Bid, CoPA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document by the issuance of Addenda/Corrigenda/Amendment.
- 1.12.2 Any Addenda/ Corrigenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port website www.cochinport.gov.in, e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the website before submission of Bid. Bids with any shortfall in submissions of the said Addenda/ Corrigenda/ Amendments/ Errata/ Replies to the queries of Bidder etc. duly signed along with the downloaded documents while submitting the Bid, are liable for rejection. In order to afford Bidders with reasonable time to take an Addendum/Corrigendum into account, or for any other reason, the CoPA may, at its discretion, extend the Bid Due Date and the Bid extension notice shall be hosted in the websites only.

1.13 Integrity Pact (IP)

Integrity Pact shall cover this tender throughout its various phases, and IP would be deemed as a part of the contract through an appropriate provision. The Bidders should sign and submit an “Integrity Pact” to be executed between the Bidder and Cochin Port Authority in the Bid. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection. IP would be implemented through the following Independent External Monitor (IEM) for this Bid or the IEM subsequently appointed.

1. Shri. M J Joseph, ICAS (Retd),
37, Da Costa Square,
3rd Cross, Cooke Town,
Bangalore – 560 084
Email : mohan.joseph@gmail.com
2. Shri. Punati Sridhar, IFoS (Retd.)
8C, Block – 4, 14-C Cross,
MCHS Colony, HSR 6th Sector,
Bangalore – 560 102
Email : poonatis@gmail.com

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

1.14 Communications

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

The Chief Engineer,
Chief Engineer’s Office,
Cochin Port Authority,
Willingdon Island,
Cochin – 682 009. Kerala, India.
Ph:- 91-0484-2666414/2582400/ 2582404.
Fax:-91-0484-2666414.
Email: ce@cochinport.gov.in / coptce@gmail.com/

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

Tender No. : No.T9/T- 1993/2023-C
Tender Name: Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

SIGNATURE OF BIDDER

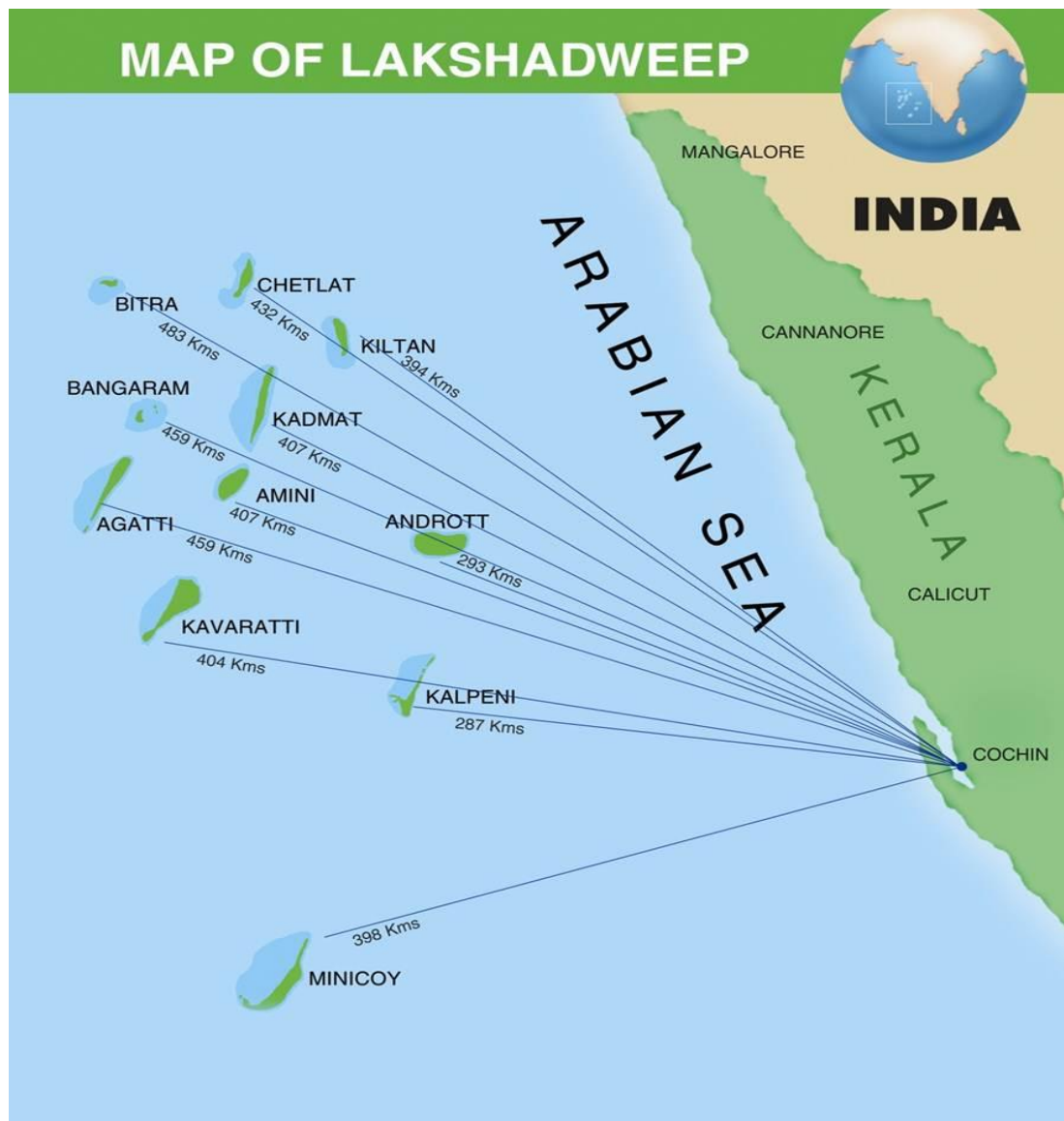
SECTION - 2

2. SITE INFORMATION

2.1 Project Locations at Union Territory of Lakshadweep

The Union Territory of Lakshadweep is an archipelago situated in the Arabian Sea between 08° 00' N and 12° 30' N latitude and 71° 00' E and 74° 00' E longitude and at a distance of about 220 to 440 km from the west coast of India. Lakshadweep is the tiniest Union Territory of India and lies about 220-440 km from Kochi, Kerala. The length of the coastline is 132 km, which is approximately 1.6% of India's total coastline. The islands have a lagoon area of about 4000 sq. km., territorial waters covering an area of 20,000 sq. km, continental shelf of 4000sq. km and an EEZ of 0.4 million sq. km. There are 11 major islands and lagoons (Kavaratti, Kalpeni, Agatti, Chetlat, Bitra, Kiltan, Kadmat, Amini, Bangaram, Suheli, Minicoy) and 4 submerged reefs (Baliapani, Cheriapani, Perumalpar, Androth) and 5 banks (Bassas de Pedro, Sessostris, Coradivh, Aminipitti, Elikalpeni). Kavaratti is the capital city of these islands. The location of the islands is presented in Figure – I.

FIGURE - I



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

The water aerodromes are proposed to be developed at 3 islands in Lakshadweep viz., Kavaratti, Agatti & Minicoy and Kochi.

2.2 Project Location in Kochi & Other Locations in India

Cochin Port is an all weather Major Port. Cochin Port is located on the South West Coast of India in the state of Kerala at latitude 90° 58' N and longitude 76° 16' E. The existing harbor basin is within the naturally protected area of Cochin lagoon. The Willingdon Island forming major part of the Port area offers excellent connectivity by means of road and rail. The international airport is located 40 kms from Cochin Port.

In addition to Kochi, CoPA proposes to develop Water Aerodromes in various parts of India on getting directions from of MoPS&W & MoCA.

SIGNATURE OF BIDDER

SECTION - 3

3. INSTRUCTIONS TO BIDDERS

A. GENERAL

3.1 Scope of the Proposal

- 3.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Document. Bids for providing the required services are invited from experience and reputed firm/group/consultant in the field. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this Document.

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

The Bidder shall submit its Bid in the form and manner specified in this Bid Document. The proposal shall be submitted in the form at **Appendix - II** and the Price Bid shall be submitted in the form at **Appendix - XVI in e-tender mode only**. Upon selection, the Bidder shall be required to enter into an agreement with CoPA in the form specified at **Appendix - XII**.

3.2 Conflict of Interest

- 3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

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

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

3.2.4 **Prohibition of conflicting activities**

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

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

3.2.5 Guidance Note on Conflict of Interest is given below:

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

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

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

contracts provide built in incentives for Consultants to extend the length of their assignment.

- 7) Every Project contains potential Conflicts of Interest. Consultants should not only avoid any Conflict of Interest, they should report any present/ potential Conflict of Interest to CoPA at the earliest. Officials of CoPA involved in development of a project shall be responsible for identifying and resolving any Conflicts of Interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any Conflict of Interest arising at any stage in the process.

3.3 The Bidder

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

3.4 Number of Bids

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

3.5 Cost of the Bid

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

3.6 Site Visit and Inspection of Data

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Authority,
Cochin – 682 009, Kerala, India.
Tel : 91-0484-2666414, 2582400, 2582404
Fax : 91-0484-2666414
E-mail: ce@cochinport.gov.in; coptce@gmail.com

For the sites at Lakshadweep, the Bidder have to provide at least seven days notice to the Nodal officer of Lakshadweep Administration / CoPA, the details of Officer shall be provided in due course.

3.7 Acknowledgement by Bidder

- 3.7.1 It shall be deemed that by submitting the Bid, the Bidder has:
 - a) Made a complete and careful examination of the Bid Document;
 - b) Received all relevant information requested from CoPA;
 - c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Document or furnished by or on behalf of CoPA or relating to any of the matters referred to in Clause 3.6 above;
 - d) Satisfied itself about all matters, things and information, including matters referred to in Clause 3.6 herein above, necessary and required for

submitting an informed Application and performance of all of its obligations thereunder;

- e) Acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

3.8 Right to Reject Any or All Bids

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

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

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

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

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

B. DOCUMENTS

3.9 Contents of Bid Document

The Bid Document comprises of the Contents as mentioned in this Document and would additionally include any Addenda/Corrigenda/Amendments, if any, issued in accordance with Clause 3.10.

3.10 Amendment to Bid Document

3.10.1 At any time prior to the due date for submission of the Bid, the Chief Engineer may for any reason, whether at her own initiative or in response to clarifications requested by a prospective Bidder, modify the Bid Document by issuance of addendum/corrigendum. **The Chief Engineer, Cochin Port Authority shall have the right to omit or suspend certain items of work or revise or amend the Bid Document prior to the due date of submission of the Bid. Any Addenda/ Corrigenda/ Amendments/ Errata/ Replies to the queries of Bidder etc., if any, issued by CoPA will be hosted in Cochin Port Authority website www.cochinport.gov.in, e-Tendering Portal and CPP Portal only and the Bidder shall be responsible to check and download those Documents, if any, issued by CoPA, from the websites before submission of Bid.** In order to afford Bidders with reasonable time to take an Addendum into account, or for any other reason, the CoPA may, at its discretion, extend the Bid Due Date and the Bid extension notice shall be hosted in the above websites only.

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

C. PREPARATION, SUBMISSION AND EVALUATION OF THE BID

3.11 Language of the Bid

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

3.12 Format and Signing of Bid

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

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

3.13 No Alternative Proposals by Bidders

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

3.14 The Bid

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

3.14.2 The Bid shall contain the following:

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

- (xii) Bank information for e-Payment system as per **Appendix-XIII**.
- (xiii) Bank Account details of Cochin Port Authority in **Appendix-XIV**.
- (xiv) **Undertaking for Financial Quote in the format as per Appendix–XV**.
- (xv) Copies of PAN and GST registration

3.15 Financial Quote

3.15.1 Applicants shall submit the Price Bid only **in e-tendering mode** in the format at **Appendix-XVI** clearly indicating the cost of the Consultancy for development of one Water Aerodrome in Phase I in Lumpsum charges/fees (In Indian Rupees) to be paid by the CoPA for the services/ assignment in both figures and words. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.15.2 As Phase I development, , the water aerodrome is proposed to be developed at 4 locations viz., Kavaratti, Agatti & Minicoy in Lakshadweep and Kochi. **The Employer at its discretion may descope any of the location in Phase – I & shortclose the assignment and this will not entitle the Consultant to raise an additional claim towards this. The proposed development of water aerodrome at Kochi will be subject to the approval from MoCA and this will not entitle the Consultant to raise an additional claim towards this. Port reserves the right to cancel the Work Order at any point of time or stage for the Administrative reasons.**

As Phase II development, CoPA proposes to develop water aerodromes in other parts of India on getting directions from MoPS&W & MoCA. The successful Bidder shall be bound to take up the works related to additional locations also at the same rate as of Phase I development subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 25%. Any further additional work beyond the specified 25%, may be taken up by the Consultant as per the mutually agreed rates and conditions.

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

NOTE:

- a) The Lumpsum fees/ charges quoted by the Bidder shall be paid as stage wise payments as prescribed in Clause 3.11 of ToR at Appendix – I. Income Tax, Professional Tax and any other tax as per statutory provisions of Govt. of India and Kerala State shall be deducted by CoPA from each invoice. A certificate in this regard shall be furnished by CoPA. Exemption from payment of taxes, if any, shall be intimated by the Bidder in advance and necessary Documents in this regard shall be furnished.
- b) It is the responsibility of the Consultant to find a feasible location in the proposed islands of Lakshadweep and at Kochi & other locations in India.
- c) If Environmental Clearance (EC) / CRZ clearance is not obtained after conducting the feasibility study and preparation of DPR at any location, the Consultant have to find out another location in the proposed islands of Lakshadweep and at Kochi without any additional cost implication to CoPA & other locations in India.
- d) The payment for PMC & Bid Process Management, Statutory Clearances and O & M contract will be subject to the feasibility of the project / location is established and approved.

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

3.16 Submission of Bid

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

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

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

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

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

3.17 List of Documents to be submitted

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

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

3.17.2 List of Documents to be submitted in original:

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

3.18 Late Bids

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

3.19 Opening of Bids

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

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

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

3.19.4 Opening of Price Bid

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

3.20 Bid Contents

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

3.21 Responsiveness of Bids

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

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

3.22 Acceptance of Bid

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

3.23 Currency

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

D. APPOINTMENT OF CONSULTANT

3.24 Negotiations

3.24.1 The Selected Bidder may, if necessary, be invited for negotiations for exploring possibility of arriving at a reasonable better offer and for re-confirming the obligations of the Consultant under this Bid. Issues such as, understanding of the ToR, methodology and quality of the work plan shall be discussed during negotiations and re-confirmed.

3.25 Award of Work

3.25.1 The contract will be awarded to the Bidder whose Bid is found to be responsive and has secured highest rank in the selection process by CoPA.

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

3.26 Signing of Agreement

3.26.1 The Consultant (Successful Bidder) shall execute an Agreement at his expense on Kerala State stamp paper of proper value in the format set out in **Appendix-XII** for the due and proper fulfillment of the Contract within six weeks from the date of the Letter of Acceptance or within such time as extended by the Employer. The Consultant shall submit 12 (Twelve) copies of signed agreement excluding original in bound volume at their own cost.

3.26.2 The Date of Commencement of Work shall be reckoned as the actual date on which the Consultant commences the works related to the Assignment OR 30 (Thirty) days from the date of Letter of Acceptance, whichever is earlier.

3.27 Substitution of Key Personnel

3.27.1 The Employer expects all the Key Personnel to be available during implementation of the Agreement and consultant will not substitute any Key Personnel without the approval of the Employer. The Employer will not normally consider substitution of Key Personnel except for reasons of any legal disqualification, incompetence, incapacity, major health issues or any other reasons beyond the control of the consultant. Such substitution shall ordinarily be permitted subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Employer. As a condition to such substitution, a sum equal to Rs. 5 lakh shall be deducted from the payments due to the Consultant for every substitution of each Key Personnel. However, no cost will be deducted if the substitution is carried out as per the requirement of the Employer.

3.27.2 CoPA will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Employer.

3.28 Fraud and Corrupt Practices

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

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

(a) "corrupt practice" means

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

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

3.29 Commencement and Completion of Work

The Consultant shall commence the Work within 30 (Thirty) days from the date of Letter of Acceptance and carry out the same expeditiously at whatever point or points and in such portion as the Employer may direct. The submission of reports, presentation if any and completion of Assignment shall be as stipulated in this Bid Document.

SIGNATURE OF BIDDER

SECTION – 4

4. GENERAL TERMS & CONDITIONS

4.1 Definitions and Interpretation

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

- a) **“Employer / CoPA / Port / Cochin Port / Board / Authority”** means Board of Major Port Authority for Cochin Port constituted under Major Port Authority Act 2021, having its principal office at W/Island, Cochin-9, India and acting through its Chairperson, Deputy Chairperson or the Chief Engineer or any other officers, so nominated by the Board.
- b) **“Chief Engineer”** means the Chief Engineer of Cochin Port Authority.
- c) **“Engineer / Officer-In-Charge”** means Dy. Chief Engineer/ Superintending Engineer/ any other Officer in charge of this Assignment as nominated by the Chief Engineer.
- d) **“Bid Document / Bid /Tender Document / Proposal / RFP”** means this Document inviting Bids from the Consultants for the Assignment, in response to which the Consultant’s proposal for providing Services are accepted.
- e) **“Bidder/Applicant”** means the person or persons, firm, Corporation, Consortium or Company who submits a Bid for the subject Assignment.
- f) **“Award Price/Contract Price”** means the sum indicated in the Price Bid/Financial Quote submitted by the successful Bidder with any modification thereof or addition thereto or deduction there from as may be made under the provisions contained in the Bid Document.
- g) **“Work / Assignment / Contract”** means the works to be executed by the Consultants detailed in this Bid Document including Terms of Reference.
- h) **“Consultant / Contractor”** means the successful Bidder who is awarded the Assignment.
- i) **“Date of Commencement of Work”** means the actual date on which the Consultant commences the work related to the Assignment **OR** the 30th day from the date of Letter of Acceptance, whichever is earlier.
- j) **“Party”** means either the Employer or the Contractor, as the case may be.
- k) **“Defect Liability Period”** means the date on which the defect liability period of the Construction Contract expires or the commencement of O&M contract or 6 (six) months from commencement of operations by the Airline Operator, whichever is later.
- l) **“UTLA”** means Union Territory of Lakshadweep Administration.

4.1.2 Notes

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

4.2 General Provisions

4.2.1 Law Governing the Contract

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

4.2.2 Notices

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

The Chief Engineer,
Chief Engineer's Office,
Cochin Port Authority,
Cochin – 682 009, Kerala, India.
Tel: 91-0484-2666414, 2582400, 2582404
Fax: 91-0484-2666414
E-mail: ce@cochinport.gov.in, coptce@gmail.com

4.3 Earnest Money Deposit/ Bid Security (EMD)

4.3.1 Each Bid shall be accompanied by an Earnest Money as indicated in the Table in Clause 2 of the Tender Notice. EMD shall be deposited /furnished either through Demand Draft/ Pay Order / Banker's Cheque drawn in favour of Financial Adviser & Chief Accounts Officer, Cochin Port Authority from any Nationalized Bank / Scheduled Bank in India. Any Bid not accompanied by an acceptable EMD shall be treated as Non-responsive and shall be rejected by the Employer.

4.3.2 The EMD / Bid Security of unsuccessful Bidders other than H1 and H2, based on the ranking under QCBS selection, will be refunded immediately after ranking of the Bids. The EMD of the H1 and H2 Bidders will be discharged after H1 Bidder has furnished the required Performance Security and signed the Agreement.

4.3.3 Forfeiture of EMD / Bid Security

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

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

4.4 Discount on delay in completion

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

4.5 Incentive on early completion

4.5.1 In case the Assignment is completed earlier than the schedule prescribed in the Bid Document, incentive of 0.1% of total contract price per day, subject to a maximum of 5% will be granted. This is applicable only for the original contract period of the Assignment and will not be applicable for the early completion during the period of extension granted.

4.6 Care and diligence

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

contract and shall be fully responsible to the Employer for the proper, timely, efficient and effective execution of their duties.

- 4.6.2 The Consultant shall perform the Assignment in a professional manner, using sound engineering and design principles, management and supervisory procedures and in accordance with the standards employed by Airport Authority of India / other statutory bodies, leading engineering firms in the field. By submitting the Bid, the Consultant represents that it has the required skills and capacity to perform the Assignment in the foregoing manner.

4.7 Taxes & duties

- 4.7.1 The Bidder and his staff shall be responsible for payment of all personal income taxes to the concerned authorities as per the law in force from time to time. Deduction of Income Tax shall be made by the Employer from each certificate of payment to the Bidder at the applicable rate from time to time, on the gross amount of the Consultant's bill for payment.
- 4.7.2 The Bidder shall comply all the GST Regulations viz. timely uploading of bills, issue of debit/ credit notes etc.

4.8 Confidentiality

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

4.9 Suspension of Assignment

- 4.9.1 If any of the following events shall have happened and be continuing, then CoPA may, by written notice to the Consultant, suspend in whole or in part, payment due thereafter to the Consultant under the Contract:
- a) A default shall have occurred on the part of the Consultant in the execution of the Contract.
 - b) Any other condition which makes it unable for either party by reason of "Force Majeure" as referred to in Clause 4.12 to successfully carry out the Assignment or to accomplish the purpose of the Contract.

4.10 Termination of Assignment

4.10.1 Termination of Assignment by CoPA

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

- a) Any of the conditions referred to in Clause 4.12 shall continue for a period of two weeks after CoPA shall have given written notice to the Consultant of the suspension of payment to the Consultant under the contract.
- b) In any event, CoPA may terminate the Contract at any time by giving not less than two weeks prior notice to the Consultant.

4.10.2 Termination of the Assignment by the Consultant

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

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

4.11 Termination Procedure

- a) Upon termination of the Contract under Clause 4.10 or receipt of notice of Termination under Clause 4.10.1 or giving notice of termination under Clause 4.10.2, the Consultant shall take immediate steps to terminate the Assignment in a prompt and orderly manner and to reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the Contract (unless such termination shall have been occasioned by the default of the Consultant), the Consultant shall be entitled to be reimbursed in full for such costs as shall have been duly incurred prior to the date of such termination.

4.12 Force Majeure

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

4.13 Dispute between the Consultant and Cochin Port

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

4.13.1 General

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

If the Consultant considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within

15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within a period of one month from the receipt of the Consultant's letter.

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

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

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

- d) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Enterprises (CPSEs) / Port Authorities inter-se or CPSE and Government Departments, it shall be referred for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD).
- 4.13.1.2 It is a term of this Contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairperson of the appeal.
- 4.13.1.3 It is also a term of this contract that no person other than person / persons appointed as aforesaid should act as arbitrator / arbitrators and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 4.13.1.4 It is also a term of this contract that if the Consultant does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that the final bill is ready for payment, the claim of the Consultant shall be deemed to have been waived

and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

- 4.13.1.5 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 4.13.1.6 It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him/them and give separate award against each dispute and claim referred and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- the arbitrator shall give reasons for the award.
- 4.13.1.7 It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- 4.13.1.8 It is also a term of the contract that the arbitrator/arbitrators shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be at Cochin. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

4.13.2 Settlement of Disputes through Conciliation

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

4.14 Completion Certificate

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

4.15 Obligations of the Consultant

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

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

4.15.2 Limitation of liability of the Consultant

The Consultant shall be liable to the Cochin Port Authority for the satisfactory performance of the Services in accordance with the provisions of this Contract and

for any loss suffered by CoPA as a result of a default in the designs, specifications, contract drawings, execution of the works etc. The total liability of the Consultant under the Contract is limited to the fees received by the Consultant under the Contract. The liability of the Consultant, if any, shall expire on satisfactory completion of the assignment i.e., the Defect Liability Period. In case, the Consultant fails to perform the performance of the services under the Contract, Cochin Port Authority will be at the liberty to forfeit the performance security amount.

4.16 Facilities to be made available to the Consultant

The Cochin Port Authority would provide access to Documents and data relating to the Lakshadweep Islands and Kochi as per availability but may not be exhaustive, that may be reasonably needed for the proposed assignment of the Consultant. The pre-feasibility studies for development of Water Aerodromes at some Islands at Lakshadweep have been carried out by CoPA, which will be shared to the successful Bidder.

4.17 Performance Security

Within 21 (twenty one) days of date of the Letter of Acceptance from CoPA, the Successful Bidder shall furnish to CoPA a Performance Security for satisfactory completion of the assignment, in the form of a Bank Guarantee of a Nationalized/Scheduled Bank, operating in India, for an amount equivalent to 10% of the Award Price / Contract Price as per the draft annexed at **Appendix-XI** to the Bid Document. Failure of the Successful Bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the termination of the Contract and forfeiture of EMD. The Performance Security shall remain in force till 30 days after the satisfactory completion of the Contract, i.e., Defect Liability Period and will be discharged thereafter subject to the condition stated therein. Obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder.

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

The Consultant (i) shall take out and maintain, and shall cause to take out and maintain, at their own cost, insurance against the risks, and for the coverage, as mentioned below, and (ii) at the Employer's request, shall provide evidence to the Employer within 30 days of Letter of Acceptance (LoA), showing that such insurance has been paid.

The risks and the coverages shall be as follows:

a) Professional Indemnity Insurance

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

b) Third Party Insurance

i) Workers' Compensation Insurance in respect of the Personnel of the Consultant in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health,

accident, travel or other insurance as may be appropriate. The policy should cover the period of Consultancy and Defect Liability Period.

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

4.19 Safety Measures

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

4.20 Additions and Alterations

If the Consultant is required to carry out the development of water aerodromes in other locations as required by CoPA the successful Bidder is bound to take up the works related to additional locations also at the same rate as of Phase I development subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 25%. Any further additional work beyond the specified 25%, may be taken up by the Consultant as per the mutually agreed rates and conditions. If the Consultant is required to carry out any additional work outside the scope of the study as required by CoPA, the Consultant shall perform such services, on terms and conditions to be mutually agreed upon by both the parties, at the discretion of the Port.

4.21 Bids with Conditions

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

SIGNATURE OF BIDDER

SECTION – 5

5. PROPOSAL EVALUATION

5.1 General

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

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

TABLE 2

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

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

5.2 Evaluation of the Bid

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

TABLE 3

Sl. No.	Description	Marks
1.	Past experience in consultancy in the relevant field in terms of no. of completed assignments. Every Bidder has to provide details in respect of eligible assignments undertaken by him as per the format set out in Appendix-VI Sheets 1 to 3.	60
1.1	Past relevant experience of successfully executed/completed/ongoing assignments of providing consultancy services for Preparation of Detailed Project Report (DPR) which includes Feasibility Study, Preparation of Concept Design Report, Layout Plan, Detailed Design and Drawings (Architectural & Structural) of Key components such as Civil, Electrical and IT & Airport System etc. as required for operation of aerodromes / airports, BoQ etc. with necessary administrative approvals from statutory bodies & competent authorities for the development of aerodromes / airports over the last three years i.e. the current financial year and the last three financial years of submission of Bids. Project cost for each Assignment shall not less than Rs.20 crore or Assignment cost not less than Rs.2 crore. (Max. Marks - 30) (i) No. of Assignments - 1 No. - 10 marks (ii) No. of Assignments - 2 Nos. - 20 marks (iii) No. of Assignments - 3 Nos. - 30 marks	30
1.2	Past relevant experience of successfully executed/completed/ongoing assignments of providing consultancy services for Conducting Environmental Impact Assessment (EIA), preparation of Environmental Management Plan (EMP), CRZ mapping and assisting the client in getting necessary Environmental Clearance (EC) / CRZ from statutory bodies for the development of Projects at Ports / Airport Authorities /	15

	<p>recognized Govt. or Public Sector organisations over the last three years i.e. the current financial year and the last three financial years of submission of Bids. Project cost for each Assignment shall not less than Rs.20 crore.</p> <p>(Max. Marks - 15)</p> <p>(i) For completing Assignments upto preparation of Final EIA report No. of Assignments - 1 No. - 5 marks</p> <p>(ii) For completing Assignments upto preparation of Final EIA report No. of Assignments – 2 Nos. - 10 marks</p> <p>(iii) For completing Assignment upto Presentation before the Committee for obtaining EC No. of Assignments – 1 No. - 10 marks</p> <p>(iv) For completing Assignments upto Presentation before the Committee for obtaining EC No. of Assignments – 2 Nos. - 15 marks</p>	
1.3	<p>Past relevant experience of successfully executed/completed/ongoing assignments of providing consultancy services for Providing Project Management Consultancy (PMC) including Preparation of Tender Document for inviting tenders in EPC mode etc., Bid Process Management for selection of EPC Contractor, Review and vetting of detailed design and drawings (Architectural and Structural), Supervision and management of contractor's work, Certification of Contractor's invoices for payment and complete technical support including getting permissions and liaison with government bodies for the development of Infrastructure Projects / Airports / Water Aerodromes at Ports / Airport Authorities / recognized Govt. or Public Sector organisations over the last three years i.e. the current financial year and the last three financial years of submission of Bids. Project cost for each Assignment shall not less than Rs.20 crore.</p> <p>(Max. Marks - 15)</p> <p>(i) No. of Assignments - 1 No. - 5 marks</p> <p>(ii) No. of Assignments – 2 Nos. - 10 marks</p> <p>(iii) No. of Assignments – 3 Nos. - 15 marks</p>	15
<p>Note: Marks will be awarded based on completion certificates issued by the Employer of assignments of consultancy, enclosed along with the Technical Bid. Ongoing projects shall be eligible for only 50% credit of the respective scores assigned against each item subject to the condition that atleast 50% physical progress of the respective projects have been achieved by the Bidder. The Bidder has to submit the certificate from the respective Employer regarding the progress of the work.</p>		
2	<p>Skills & Competencies of Team - Details of the Key Personnel</p> <p>Every Bidder has to provide the list of the Key Personnel nominated by him along with their Curriculum Vitae indicating details like educational qualifications, past experience, publication of papers, etc. signed by the respective Personnel and countersigned by the Bidder. The CVs shall contain an undertaking from the respective Key Personnel about his/her association for the assignment during the period specified in the Bid. Photocopy or unsigned / countersigned CVs shall not be accepted.</p> <p>Every Bidder has to provide details of experience in respect of the Assignments undertaken by each of the Key Personnel nominated by him as per the format set out in Appendix-VII Sheet 1 enclosing certified copy of certificates / testimonials therewith to prove the experience. CoPA would assign an appropriate score to each of the personnel based on the number of assignments handled by him. The aggregate score of the personnel nominated by a Bidder shall constitute the Skill and Competency score of the Team for that Bidder.</p> <p>Bidders shall indicate the status of the personnel (Team Leader and</p>	35

	Team members) nominated (whether in the permanent pay roll of the Bidder or outsourced) in the format set out in Appendix-VII Sheet 2 . The Bidders who propose to deploy outsourced personnel(s) as against the requirement will have to furnish documentary evidence of their willingness to work for the Assignment together with the Bid.	
2.1	<p>Team Leader Team Leader has to coordinate the team. The Team Leader shall be the single point contact from the Consultants side and all correspondence on this assignment with the Consultants shall be with the Team Leader only. The Team Leader shall be available for all meetings with CoPA.</p> <p>Minimum Qualification: Post Graduate in Civil / Mechanical / Environmental / Port & Harbour / Ocean Engineering or MBA in Construction Management / Finance</p> <p>Minimum Experience: 15 years in the field of Port or Airport Planning or Development / Port or Airport Upgradation and modernization projects / Construction of Infrastructure projects or Aerodromes and should have completed at least one or more such project with total costing more than Rs. 80 crore. Only Projects costing not less than Rs.20 crore shall be taken for consideration.</p>	15
2.2	<p>Infrastructure Expert Minimum Qualification: Post Graduate in Civil Engineering / Port & Harbour / Ocean Engineering</p> <p>Minimum Experience: 10 years in the field of construction of Infrastructure projects / aerodromes / airports and should have completed at least one or more such project with total costing more than Rs.80 crore. Only Projects costing not less than Rs.20 crore shall be taken for consideration.</p>	10
2.3	<p>Environmental Expert Minimum Qualification: Post Graduate in Environmental Engineering</p> <p>Minimum Experience: 10 years in the field of preparation of EIA / EMP reports and obtaining EC / CRZ clearance for the projects and should have completed at least one such project, costing not less than Rs.20 crore.</p>	10
	* Outsourced personnel shall be eligible for only 75% credit of the respective scores assigned against each of the team members. Incumbent will be considered as outsourced personnel if his tenure in the firm is less than 2 years.	
3	<p>Approach, Methodology & Work Plan Proposed & Presentation To assess experience and capabilities of handling similar projects as consultants and to evaluate the consultant regarding their understanding and preparedness for the present assignment. The bidder has to submit Power Point Presentation on this before CoPA & MoCA / AAI.</p> <p>The Bidder shall furnish together with his Bid a write up on the recommended approach and proposed methodology and work plan for the implementation of the services as per the format set out in Appendix-VIII which shall be covered in approximately 5,000 words.</p>	5
	Total	100 Marks

Explanatory notes:

- a) The team should constitute minimum 3 members including the Team Leader.
- b) Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation /selection criteria.
- c) The above Team members would need to be involved in providing the Services to CoPA. Team Leader should be present in all meetings with CoPA and other members have to be present in the meetings relevant to their discipline as requested by CoPA.

- d) The manpower requirement of the Assignment is not limited to the above Key Personnel. The above Key Personnel detailed is only for evaluation purpose. The minimum manpower requirement is detailed in **Appendix-I** – Terms of Reference (ToR) of this Bid Document.

5.2.2 Technical Score

The Total Technical Score of any Bidder would be an arithmetic sum of the Scores obtained by the Bidder in respect of the parameters stated above viz. Relevant Experience, Skill and competency of Team and Approach Methodology & Work Plan Proposed & Presentation. **Any Bidder who achieves a minimum total technical marks of 60 (Threshold Experience Score) would be deemed to have technically qualified for the next Bidding stage viz. Price Bid Stage.** The Price Bids of only the technically qualified Bidders will be opened.

The technical score (Tn) of the eligible Bidders will be calculated as follows:

$$\begin{aligned} \text{Technical Score of a Bidder (Tn)} \\ &= \frac{\text{Technical Marks of the Bidder (T)}}{\text{(Highest Technical Mark of all Bidders (T}_{\text{high}}))} \\ \text{Tn} &= T/T_{\text{high}} \end{aligned}$$

5.2.3 Financial Score

Each Price Bid will be assigned a financial score (Fn).

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

The Employer will determine whether the Price Bids are complete, qualified and unconditional. The cost indicated in the Price Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the ToR within the total quoted price shall be that of the Consultant. If L1 is the lowest financial quote among all Bidders,

The financial score (Fn) of the eligible Bidders will be calculated as follows:

$$\begin{aligned} \text{Financial Score of a Bidder (Fn)} &= \frac{\text{Price Bid of L1 (F}_{\text{low}})}{\text{Price Bid of the Bidder (F)}} \\ \text{Fn} &= F_{\text{low}}/F \end{aligned}$$

5.2.4 Combined Evaluation

The Technical and Financial score secured by each bidder will be added using weightage of **60%** and **40%** respectively to compute a Composite Bid Score (Bn). Proposals will finally be ranked according to their combined Technical (Tn) and Financial (Fn) scores as follows:

$$\text{Combined Bid Score, Bn} = (\text{Tn} \times 0.60) + (\text{Fn} \times 0.40)$$

The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Assignment (the first ranked Bidder).

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

The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements, as the case may be.

SIGNATURE OF BIDDER

APPENDICES

Appendix-I

Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

TERMS OF REFERENCE (ToR)

1. BACKGROUND:

With current growth scenario in civil aviation, particularly in India, the Central Government has launched UDAN-RCS to reach out to remote areas. Seaplane operation from coastal/ river/ canal as well as terrestrial water bodies will extend the connectivity to those areas where there is no land based airport.

Water Aerodrome is a defined area, primarily on water, intended to be used either wholly or in part for the arrival, departure and movement of seaplanes, and any building and equipment on ground or water.

As per directives of MoPS&W & MoCA, Cochin Port is going to take up the works for the water aerodromes in various islands of Lakshadweep as requested by UTLA, Kochi & other locations in India.

In pursuance of the above, CoPA now proposes to invite Bids for the Assignment **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India.”**

2. However, the Work Order will be placed only on receipt of grant from MoCA/ MoPS&W. OBJECTIVE AND VISION:

Water Aerodromes are being proposed in India under the Regional Connectivity Scheme (RCS). These Aerodromes are aimed at servicing seaplane services in the country. Amidst overall worldwide growth of aviation industry, India is also witnessing tremendous growth in aircraft operations. Seaplane operations in India are yet an untapped market even though a tremendous potential exists, being a vast country with magnificent waterfronts & long coastline.

3. SCOPE OF WORK :

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

- (i) Conducting studies and investigations which includes Site Survey, Feasibility Study, Geotechnical investigations, Bathymetric / Hydrographic Survey, Obstacle Limitation Surface (OLS) Survey, Identification of the location of jetty, runway & associated infrastructures for Seaplane and necessary administrative approvals from statutory bodies & competent authorities.
- (ii) Conceptual Plan / Design (Architectural & Structural) of Water Runway, Apron, Mooring Area and other ancillary structures for safe operation of sea plane with water survey analysis.
- (iii) Conduct Environmental Impact Assessment (EIA) for each location, propose Environmental Management Plan (EMP) and assist CoPA in getting necessary Environmental Clearance (EC) / CRZ Clearance from UTLA /MoEF&CC/Other statutory bodies for each water aerodrome.
- (iv) Preparation of Detailed Project Report (DPR) which includes preparation of Concept Design Report, Layout Plan, Detailed Design and Drawings (Architectural & Structural) of Key components such as Civil, Electrical and IT &

Airport System etc. as required for operation of water aerodromes, BoQ & Cost Estimates with rate analysis of all infrastructures etc. for each water aerodrome and necessary administrative approvals from statutory bodies & competent authorities.

- (v) Structural Design and Detailed Architectural Design & Drawings of Jetty (fixed or floating as per requirement)/ water structures/reef and other water structures based on water survey (Bathymetric/Hydrographic) and as per requirements. Detailed Design and Drawings of Terminal Building/ Car Park/ Approach Road etc. and other miscellaneous structures as required for operation of water aerodromes.
- (vi) Providing Project Management Consultancy (PMC) including Preparation of Tender Document for inviting tenders in EPC mode which includes Bill of Quantities, Tender Specifications, Drawings (Architectural and Structural), General Conditions of Contract, Preparation of replies to pre-bid queries etc., Bid Process Management for selection of EPC Contractor, Review and vetting of detailed design and drawings (Architectural and Structural), Supervision and management of contractor's work, Certification of Contractor's invoices for payment and complete technical support including getting permissions and liaison with other government bodies for each Water Aerodrome.
- (vii) Obtaining various statutory clearances for operation of water aerodromes and Project implementation support till handover to Airline Operator.
- (viii) Providing Consultancy for Operation & Management (O & M) of the water aerodrome areas including the Terminal Building Complex and other ancillary facilities.

Note:

- (i) The pre-feasibility study for the proposed Water Aerodromes at 3 Islands in Lakshadweep, viz., Kavaratty, Agatti & Minicoy have already been carried out by CoPA and will be shared to the Consultant.
- (ii) The existing buildings / infrastructures near the proposed locations can be utilized to convert to the Terminal Building Complex, wherever possible.
- (iii) For getting CRZ clearance, Lakshadweep islands are placed under the purview of a separate notification called the Island Protection Zone (IPZ) Notification, 2011. The Island Protection Zone (IPZ) Notification, 2011 regulates developmental activities in the Islands of Andaman and Nicobar and Lakshadweep. The proposed Water Aerodromes in Lakshadweep Islands fall under the IPZ area and hence under purview of the IPZ Notification needing to obtain necessary IPZ / CRZ Clearance for Project implementation. Accordingly, recommendations need to be obtained from Lakshadweep Coastal Zone Management Authority (LCZMA).
- (iv) It is the responsibility of the Consultant to find a feasible location in the proposed islands of Lakshadweep and at Kochi & other locations in India.
- (v) If Environmental Clearance (EC) / CRZ clearance is not obtained after conducting the feasibility study and preparation of DPR at any location, the Consultant have to find out another location in the proposed islands of Lakshadweep and at Kochi & other locations in India without any additional cost implication to CoPA.
- (vi) The payment for PMC & Bid Process Management, Statutory Clearances and O & M contract will be subject to the feasibility of the project / location is established and approved.

3.1 Conducting various studies and investigations

3.1.1 Site Survey

The Consultant should make thorough site survey at the locations as required for the development of new water aerodromes.

The Consultant shall provide site specific layout and terminal building drawings and design, for each location.

3.1.2 Geo-technical investigation

Geo-technical investigation and testing of water has to be carried out and soil / water investigation report should be prepared and submitted by the Consultant.

Consultant shall examine availability and suitability of water for meeting the requirement for construction, fire-fighting, general purpose etc., test report of which shall be provided in the DPR.

Soil investigation and water testing report in Six hard copies and one soft copy to be provided by the Consultant to CoPA

3.1.3 Bathymetric/ Hydrographic Survey

The scope of work covers the bathymetric survey and hydrological observations at par with IHO Standards S-44, 5th edition, Special Order Surveys, including the specifications set out here in after for development of the Water Aerodromes. The detailed bathymetric survey is to be carried out by using Automated Hydrographic Survey System (using digital Echo measurement, DGPS Receivers for position fixing and sounder for depth Hypack or equivalent software for data logging & processing), so as to achieve the desired S-44 accuracies.

Hydrological observation includes current velocity observation, tidal data collection, bed sampling and analysis etc., wherever applicable.

- i) **Horizontal Control:** Positions should be referenced to WGS84 datum. Positions from GTS Bench Marks or positions established at bridges, barrages, etc., if available in the vicinity, should be cross-checked with the established horizontal control.
- ii) **Horizontal Uncertainty:** The uncertainty of a position is affected by many different parameters; the contributions of all such parameters to the total horizontal uncertainty (THU) should be accounted for a statistical method, combining all uncertainty sources, for determining positioning uncertainty should be adopted. The position uncertainty at the 95% confidence level should be recorded together with the survey data.
The position of soundings, dangers, other significant sub-merged features, navigational aids (fixed and floating), features significant to navigation, the coastline and topographical features should be determined such that the horizontal uncertainty meets the requirements specified in S-44.
- iii) **Vertical Control:** The navigation of aircraft requires accurate knowledge of the water depth in order to exploit safely the maximum passenger carrying capacity, and the maximum available water for safe navigation. The measured depth and drying heights shall be referenced to a vertical datum, i.e. the chart datum, which needs to be clearly referenced to the Mean Sea Level. Standard method may be adopted for transfer of datum in rivers/canals. For tidal reaches, standard transfer of datum as per Admiralty Manual may be adopted. Sounding datum already established by Port Authorities (Chart Datum), Central Water Commission and at their gauge stations along the river/canal/reservoir may be accepted.

The chart datum established such will have to be approved by an officer of CoPA before processing of collected raw data.

For larger stretches, tide gauges will need to be established at regular intervals, in consultation with officers of CoPA.

- iv) **Vertical uncertainty:** Vertical uncertainty is to be understood as the uncertainty of the reduced depths. In determining the vertical uncertainty, the sources of individual uncertain ties need to be quantified. All uncertainties should be combined statistically to obtain a total vertical uncertainty(TVU). The maximum allowable vertical uncertainty for reduced depths asset out in S-44 (IHO standards) specifies the uncertainties to be achieved to meet special order of survey.

An appropriate assessment of the uncertainty of the depths at each incidence angle (within each beam for a MBES, if MBES is used) should be made. If any of the depths have unacceptable uncertainties, the related data should be excluded.

- v) **Line planning:** Check lines should be run at discrete intervals. These intervals should not normally be more than 15 times the spacing of them in sounding lines.

If MBES is used, the spacing between check lines may be extended in areas where adjacent waths have a significant overlap. Officers of CoPA may, if it is so felt, ask for additional lines to be sounded for better mapping of any significant under water area.

- vi) **Water Level Gauges:** Water level gauges may need to be erected temporarily at regular intervals along the stretch of the water bodies to be surveyed. Manual readings of such gauges or of existing gauges are to be taken at 15 minute intervals for the entire period of actual survey, if the area is having tidal effect.

The gauges are to be connected to an ear by bench mark by leveling and its datum value shall be established with respect to MSL & CD.

- vii) **Bathymetric & Topographic Survey:** Bathymetric survey of above sites is to be conducted in the scale of 1:5000.

For topographical details to be incorporated in the chart, data collection on the bank lines is also to be conducted at both the areas extending at least 100m in shore. Any prominent object (point, line or area object), even beyond 100m from the waterline, also needs to be mapped in and shown on the chart. For any ambiguity about which objects need to be shown on the final chart, officers of CoPA may be consulted.

Surveys in non-approachable areas, if any, are to be informed by the Consultant and a joint inspection with CoPA will be held to confirm the non-approachable areas.

- viii) **Final Bathymetric Chart:** The soundings are to be reduced to the chart datum established at the survey area. The final bathymetric chart would contain the layout of the bank lines, shore objects, established benchmarks within the plot area, etc. along with the reduced soundings.

The final survey chart is to be prepared on a scale of 1:5000.

Contours of 0m, 1m, 2m, 3m, 5m and 10m are to be indicated on the charts with respect to Chart Datum.

- ix) **Current Velocity & Discharge Measurement:** The current velocity and discharge shall have to be observed. Two cross sections at each site will be shown by the officers of CoPA where these observations will have to be taken.

If current meters are deployed, 13-hour observations are to be carried out at four positions on each section (positions to be given by officers of CoPA), at surface, 0.75d, 0.5d, 0.25d and bed. If ADCP is deployed, half-hourly run on both the sections over a 13-hour period will require to be observed. The 13-hour observation period should preferably be from 0500 hrs to 1800hrs.

All the hydrological data thus collected are to be submitted in the final report, including the raw data.

- x) **Water & Bottom Bed Samples:** Water and bottom samples are to be collected from the positions demarcated by officers of CoPA and are to be tested and the results/characteristics of the soil and the water are to be incorporated in the report. Soil sample may be collected by a grab and water sample at 0.5d (d-measured depth of water) by any approved systems. The following tests are to be carried out for bottom samples:-

- i) Grain size distribution
- ii) Specific gravity
- iii) PH value
- iv) Cu, Cc
- v) Clay silt%
- vi) Sediment concentration for Water Samples.

- xi) **Collection of Topographical Features:** All prominent shore features (locks, bridges, aqueducts, survey pillars, etc.) and other conspicuous objects (buildings, conspicuous trees, chimneys, funnels etc.) are to be fixed and indicated on the chart and included in the report. Photographs of the prominent features are to be

taken. Permanent structures/cross structures located within the survey area are all required to be indicated on the report & charts. Positions of all point objects shown on chart are to be included in the final report in WGS84 (Lat-Long mode).

Details of bridges (including vertical clearances), aqueducts, electric lines (including vertical clearances at their lowest levels), telephone lines, pipelines, cables (including under water ones), etc. are to be collected and indicated on the chart and also included in the report along with their co-ordinate and location. Details of water intake jetties/shore line constructions/structures, berthing place, existing jetties, ferry ghats, approach roads, etc. are to be collected and shown on the charts and included in the report.

During the survey, conditions of the banks area also required to be collected. It is to be noted whether the banks are pitched (protected) or not protected. Any apparent signs of bank erosion must be included in the report.

Approachable roads/rails/places outside the 100m line from the bank lines may be incorporated from Topo-sheets / Google Map / Google Earth / Indian Satellite Images available in Bhuvan website.

- xii) **Survey personnel:** Consultants are required to employ personnel who are well versed and experienced in hydrographic & land surveying, etc.

A list containing the details of the technical personnel with their qualifications, who will undertake the bathymetric survey and hydrological observations, will need to be submitted before the commencement of work.

- xiii) **Instrument Specifications:**

a) **Vessels/Boat:** Consultants are free to deploy any vessel/boat suitable for bathymetric surveys, subject to safety of personnel & equipment. It is advisable to use inflatable boat for shallow depths. Fuel, logistic etc. will be responsibility of the Consultant.

b) **Echo sounders:** Can be single / dual frequency / MBES type with a range up to 60m or more and sufficient resolution. They should be working on the higher frequency band, i.e. within 200–250 KHz.

Calibration of the echo sounders by bar check method for single beam and by universally approved methods for MBES (e.g. patch test) is to be carried out before start and end of survey. Necessary corrections in soundings are to be applied, if any. The calibration data in its entirety should be included in the final report. Officers of Authority, State might require the calibration to be repeated in their presence, if required.

c) **Position Fixing:** The position fixing should be done by using differential global positioning system not less than 12 channel receivers for sub-metre accuracy. Using RTKDGPS receivers is recommended.

d) **Shore Survey Equipment:** Land survey party should be equipped with land survey equipment like Theodolite, Auto levels, Total Stations, etc. with required accuracy standard for Horizontal and Vertical Control.

e) **Current Meter:** Consultants may use either calibrated Acoustic based (ADCP) or Impeller based Current Meter. Calibration certificate from OEM would suffice.

f) **Samplers:** Suitable Water samplers and Grab samplers are to be deployed for collecting water samples and bed samples. Several weighted floats are also required to carry out Float observations at each site.

g) **Computer and Hydrographic Survey Software:** An automatic hydrographic survey and processing software like Hypack or equivalent is to be used for the survey purpose. All other computer peripherals like colour plotter, printer, etc. are to be used for generating outputs.

Survey data is to be submitted in Hypack format (RAW data, Edit data, Sort data, Planned lines, etc.). Drawings are to be submitted in Geo-TIF, Geo-referenced

PDF and DWG format. If the data needs to be converted to any other GIS format, the Consultant will be notified before submission of the final report.

Please note that the above list is indicative only, and is neither mandatory nor exhaustive. While Consultants are free to deploy additional instruments in order to better achieve the purpose of the work, they are also free not to deploy several of the listed items above. However, if required, detailed investigations at areas for safe navigation of seaplanes, shall be carried out for which they might requisition additional deployment of certain instruments.

- xiv) **Deliverables:** All raw data and processed data of Automatic Hydrographic Survey System are required to be submitted along with reports. Standard procedure is to be adopted for data processing. All RAW, EDIT, SORT and field books maintained are required to be submitted by the Consultants.

All surveyed field data including leveling data (in.csv file) are required to be submitted along with reports. All position data of ground features, waterway structures are to be submitted in both hard copies and softcopies. One copy of the draft survey chart and report (hard & soft copies both) shall be submitted well in time. Four copies of the final survey charts & reports (hard & soft copies both) shall be submitted within 10 days after communicated modification/comments on draft report / charts by CoPA.

3.1.4 Obstacle Limitation Surface (OLS) Survey

OLS survey includes establishment of the Primary Airport Control Station (PACS) and Secondary Airport Control Station (SACS) in accordance with AAI aeronautical survey Manual-PartII and meeting ICAO and DGCA norms. CoPA will forward the report to AAI/ MoCA for acceptance.

OLS Survey includes:

- i. Location of Site and surroundings.
- ii. Delineate the Area of Interest (AOI) for Obstruction Limitation Survey Work.
- iii. Establishment of the Primary Airport Control Station (PACS) and Secondary Airport Control Station (SACS) in accordance with AAI aeronautical survey Manual-Part II PACS/ARP (if not established or available) is required to be established near the approximate geographical Centre of the proposed airport site.
- iv. The survey work is required to be carried out by taking the references from the established Benchmark for determining the location and elevation of all the significant objects within the water aerodrome land and water area and within the radius decided by consultants as per ICAO from the approximate centre of the airport.
- v. Geographical coordinates for the survey work should be in WGS-84 System. All the elevation should be in Meters and should be related to the elevation of the ARP/PACS established.
- vi. Survey will include identification of all man-made as well as natural structures/features (Roads, buildings, high ground, electric/telephone lines, towers/chimneys, nallahs/ water streams /rivers, hills etc.) falling in the Obstacle Limitation Surfaces (OLS) with terrestrial LiDAR and aerial photogrammetry using RTK/PPKUAVs, as per accuracy requirements laid down in DGCACAR.
- vii. The OLS shall include but not be limited to the following:
 - a. Transitional surface
 - b. Approach surface/Take-off climb surface
 - c. Inner horizontal surface
 - d. Conical surface
 - e. Outer horizontal surface

3.1.5 Approach Surface Area

Approach surface areas in both the directions of the runway are to be surveyed to ensure the procedures are meeting ICAO and DGCA norms Considering CODE-4 (Instrument), Runway strip width of 300m, divergence 15%, 1:50 or 2% Approach slope

for calculation of obstacles in the Approach funnel up to 3000m and 1:40 or 2.5% between 3000m to 6600m and 1:7 in the Transitional surface.

The survey will include identification of all man-made as well as natural structures & features (Roads, buildings, high ground, electric/telephone lines, towers / chimneys, nallahs/ water streams / rivers, hills etc.) falling in the approach area on both side and establishing their location and elevation (top & base) on a plan.

The objects are required to be shown along with their location and elevation (Top & base) in the following manner:

- a. Distance 0-500m - all objects to be shown.
- b. Distance 500-1000m - all objects with more than 5m height from ground level and all objects having top elevation more than runway elevation +5m AMSL to be shown.
- c. Distance 1000-2000m – all objects with more than 10m height from ground level and all objects having top elevation more than runway elevation +10m ASML to be shown. Four or five prominent / highest trees in the group of trees in radius of 150m may be shown (instead of showing all trees). In case of building / houses, four or five prominent / highest buildings / houses in the radius of 150m may be shown (instead of showing all buildings).
- d. Distance 2000-6600m - all objects with more than 20m height from ground level and all objects having top elevation more than runway elevation + 20m ASML to be shown. Four or five prominent / highest trees in the group of trees in radius of 150m may be shown (instead of showing all trees). In case of building / houses, four or five prominent / highest buildings / houses in the radius of 150m may be shown (instead of showing all buildings).
- e. Distance 6600–15000m -all objects with more than 75m height from ground level and all objects having top elevation more than runway Elevation +75m ASML to be shown. Four or five prominent / highest trees in the group of trees in radius of 150m may be shown (instead of showing all trees). In case of building/houses, four or five prominent / highest buildings / houses in the radius of 150m may be shown (instead of showing all buildings).
- f. Distance 15Kms–20Kms – all objects with more than 75m height from ground level and all objects having top elevation more than runway elevation +75m AMSL to be shown.
- g. Hill Features – Hill features should be shown by marking peak of the hill and a few prominent contours.

DEM, DTM and Coordinates and elevation of objects which may protrude OLS within the above - mentioned area/ surfaces with required accuracy, resolution, and geo-referencing is also required for assessment of in fringements and orientation of Runway.

All GCP's (Ground Control Points) required for Geo-referencing purpose, etc. are to be taken by the concerned survey firm itself at its own cost and means, using minimum technical specifications of the survey equipment as mentioned.

- DGPSRTKGNSS Receiver
- Accuracy (RMS):
- Static & Fast Static:
- Horizontal accuracy– (5mm±0.5ppm) or better
Vertical accuracy– (10mm±1ppm) or better
- Kinematic, RTK
- Horizontal accuracy– (10mm±1ppm) or better
- Vertical accuracy– (20mm±1ppm) or better

Deliverables:

- a. Base Map in the scale of 1:5000 with proposed Runway orientation and Runway end points as per proposed Runway length.
- b. Approach Chart in the scale of 1:5000 with obstacle table as per ICAO Annex 14 and DGCA CAR.
- c. Objects of vertical significance chart in the scale of 1:50,000 covering significant objects upto the range as per the regulatory requirements.
- d. Obstacle Free Zone (OFZ) chart in case of precision approach CAT-II & III operations at the airport
- e. Survey report as per AAI format.
- f. Digital Ortho imagery in tiles and seamlessly mosaic over the survey area and videography file in case of aerial photography and both Digital Ortho imagery in tiles and seamlessly mosaic over the survey area and classified point cloud data in LAS format with colorized point cloud videography file in case of Aerial survey, Terrestrial LiDAR DATA.
- g. DEM, DTM and Coordinates and elevation of objects which may protrude OLS within the mentioned area/surfaces with required accuracy, resolution, and geo-referencing.
- h. Contour interval of 1m should be provided within proposed runway strip area and contour interval of 10m should be provided upto 500 m all around from the proposed runway strip.
- i. BIM and GIS based data to be submitted in Raw and Processed Formats.

Four copies of all the final maps, survey charts, reports etc. (in both hard & soft copies both - ARCGIS / AUTOCAD & PDF) shall be submitted within 10 days after communicated modification/comments on draft report / charts by CoPA.

3.1.6 Soil Test at the location

After selection of suitable site as per Clause 3.2.1 below, soil tests are to be performed as per IS Codes / requirements / other standards at the location for design of a suitable Docking Structure with a trestle from Land to provide connectivity to the Docking Structure from Land. The soil reports at the locations are to be documented in the DPR.

3.2 Detailed Project Report (DPR)**3.2.1 Identification of the location of Jetty for Docking of Seaplane / Boarding & De-boarding of Passenger / Crews:**

Upon consideration of Bathymetric survey, Topographic Survey, Obstruction Limitation Survey, suitability of the site considering all the data of water depth, Wave data / tidal variation at the location & calmness of the region required for operation of Seaplane, Selection of zone of Water Aerodrome based on various criteria of design inclusive of various categories of Sea plane variant like Flyboats, Floats & Amphibious and other criteria as may be necessary, suitable site for the location of jetty for Docking of Seaplane / Boarding & De-boarding of Passenger/Crews shall be identified with proper reasoning.

Analysis & reasoning for selection of suitable site of the location of jetty for Docking of Seaplane with trestle/ gangway for connectivity of land should be given along with drawing.

3.2.2 Selection of suitable pontoon/docking structure with an approach from Land through trestle / gangway based on design criteria with regard to Seaplane

Upon identification of various soil properties through Soil Report & selection of Seaplane Variant based on study and logical conclusion, suitable pontoon/docking structure with an approach from Land through

trestle/gangway should be designed based on design criteria and its compliance with standards.

Detailed design of Docking Structure with trestle / gangway are to be given along with various drawings like General Arrangement, Structural, anchoring devices & other necessary drawings for detailing, illustration and execution at site. If a floating structure is proposed as a Docking Structure, then certification of design by a Naval Architect will also be necessary regarding its suitability, stability and other required criteria as per Code/Standards available.

3.2.3 Preparation of DPR shall include but not limited to the following activities / reports:

3.2.3.1 Inception report

- a. Prepare the inception report after site visit with site specific details of water aerodrome.
- b. The water levels, wind levels, water runway its direction, floating jetty location, apron, mooring area and other ancillary structures for safe operation of sea plane shall be included.
- c. Stakeholder consultation, as required, prior to finalization of site.

3.2.3.2 Technical Studies

- a. Site survey/ Topographical Survey
- b. Geo-technical investigation
- c. Bathymetric/ Hydrographic Survey
- d. Obstacle Limitation Surface (OLS) Survey

3.2.3.3 Concept Design Report, Layout Plan, Detailed Design and Drawings (Architectural& Structural), Cost estimation etc.

It shall cover:

- Preparation of Conceptual Plan / Design (Architectural & Structural) of Water Runway, Apron, Mooring Area and other ancillary structures for safe operation of sea plane
- Structural Design and Detailed Architectural Design & Drawings of Jetty (fixed or floating as per requirement) / water structures/ reef and other water structures based on water survey (Bathymetric/Hydrographic) and as per requirements
- Structural Design and Detailed Architectural Design & Drawings of Terminal Building/ Car Park/ Approach Road etc. as per requirements
- Detailed Design and Drawings of other miscellaneous structures as required for operation of water aerodromes.
- Cost Estimation

3.2.3.4 Architectural Drawings

Consultant has to develop the detailed architectural drawings including layout plan as per works detailed above and the finishing schedule (finishing items to be selected based on local availability of materials and suitability of the same as per site/ climatic condition and cost optimization).

Consultant shall design different façade for the terminal building of each water aerodrome in conformity with the local culture and heritage.

Consultant shall give presentation with conceptual and architectural drawings to AAI/ MoCA at New Delhi, if required.

Re-submission after modification / changes suggested by AAI/ MoCA if any, shall be done by the Consultant.

Only after the approval of conceptual and architectural drawings, Consultant shall proceed further for all other works as stipulated in 'Scope of Work' of this Bid Document.

3.2.3.5 Perspective View

After approval of detailed architectural drawings by AAI / MoCA, the Consultant shall submit 3 (three) sets of perspective view for terminal building with interior layout, colour shade etc.

3.2.3.6 Detailed Design

a) Structural Design and preparation of Structural Drawings of various structures of Jetty and all the buildings and allied structures.

The design shall be as per relevant BIS Code and sound engineering practice. Major engineering decision and specifications shall be reviewed by CoPA to the extent desired.

b) Approval of any design /system by IIT/ NIT shall, however, not relieve the Consultant in discharging his responsibilities regarding the adequacy of design and proper execution of the work. The Consultant shall be fully responsible for adequacy, accuracy and quality of the entire services performed by him and shall be in accordance with the accepted standards of safety, environment and public health. The Consultant shall be solely responsible for the adequacy of the structural design and safety of the structures.

c) Detailed design of all the structural elements are to be given along with various drawing like General Arrangement, Structural, anchoring devices & other necessary drawing for detailing, illustration and execution at site.

d) The Planning and Designing should also be considered in purview of Vulnerability Atlas of India.

It is mandatory for the Bidders to refer Vulnerability Atlas of India formulating hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic Zone (II to V) for earthquakes
- ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33m/s)
- iii) Area liable to floods and Probable max. surge height Thunder storms history
- iv) Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- v) Landslides incidences with Annual rainfall normal
- vi) District wise Probable Max. Precipitation

3.2.3.6.1. Civil Works : It shall cover

- i. Structural Design and Detailed Architectural Design & Drawings of Jetty (fixed Or floating as per requirement) / water structures/ reef and other water structures based on water survey (Bathymetric/Hydrographic) and as per requirements for movement of passengers to/from seaplane to terminal building.
- ii. Structural Design and Detailed Architectural Design & Drawings of Terminal building.
- iii. Architectural & Structural Design of City side car parking for cars, VIP parking for cars, Taxi parking, coach parking and utility buildings i.e. Public toilet & Snacks counter in car park area.
- iv. Architectural & Structural Design and Layout of approach road.
- v. Horticulture - Landscaping, drainage system, water supply and sewage disposal system on the city side area.

- vi. Architectural & Structural Design of city side compound wall with Gates etc., as per site requirements.
- vii. Retro reflective road signages in the car park and approach road.
- viii. Architectural & Structural Design of Substation building (if required) and fire fighting, water pump room, septic tank and overhead /underground water tank etc.
- ix. Design and drawings including layout plans for providing augmented water supply, internal water supply, plumbing, sanitary installations, external storm water drain, sewer disposal etc.
- x. Detailed Design and Drawings of other miscellaneous structures as required for operation of water aerodromes.

3.2.3.6.2. Electrical & Mechanical Works : It shall cover

- i. Internal and external electrification for jetty, terminal building complex, associated buildings, car park and roads, boom barriers etc.
Illumination levels for different area of the building shall be selected as per relevant IS/NBC as applicable. The Lux level calculations shall be submitted accordingly. Internal & External EI shall be designed as per AAI specification / CPWD specification latest amended up to date. The layout of mains, sub-main, group, circuit and point wirings shall be prepared accordingly.
- ii. Provision of main power supply, substation equipments, DG sets for secondary power supply and associated ancillary buildings.
The power Supply scheme shall be submitted taking into account the existing loads & facilities, existing power supply arrangement and load details of proposed buildings etc.
The design & selection of substation equipments i.e. transformer, DG sets, HT & LT panels, cables, bus ducts, protective relays & meters etc. shall be based on CPWD specification/relevant IS codes/sound engineering practice. Detailed layout of equipment / cable tray / trenches for substation etc. shall be prepared.
- iii. Air-Conditioning of terminal building complex - Suitable Air-conditioning system for proposed buildings shall be designed and submitted along with heat load calculation, basis of selection and layout of plant etc. by adopting ISHRAE/ASHRAE standards & relevant IS codes as applicable.
- iv. Provision of advance lightening protection system, water supply pumps, air curtains, water cooler, RO system, hand dryer.
- v. Fire detection, alarm and protection system – It shall be designed based on the NBC and relevant IS codes as applicable. Layout of fire alarm panel, detectors, control module etc. shall be prepared. Layout of pump room, external & Internal hydrants, sprinklers, gas suppression system for control tower etc. shall be prepared.
- vi. Provision of automatic sliding doors at exit & entry points of terminal building complex.
- vii. Provision of adequate number of signages, inside and outside the terminal building complex, car park area & city side approach road and air side area for guidance of passengers and visitors.
- viii. IT & Airport System works as required for operation of Water Aerodromes.
- ix. Identify the appropriate way for procurement of Fire and Rescue Boats with rescue equipments and Disaster Management facilitation at Water Aerodromes.
- x. Any other items as required for operation of the Water Aerodromes.

3.2.3.7. Detailed Estimates

- i) The Consultant shall prepare detailed estimates including specifications for various components of Docking Structures and its various accessories like bollards, anchor chains/shackle sets along with gangways / trestles and their foundation / all infrastructures involved in construction for the proposed structures and other features for all the works.
- ii) The detailed estimates shall be based on approved designs and drawings.

3.2.3.8 Deliverables

All the reports/ documents to be submitted in six hard copies and one soft copy in editable mode.

1. **Inception Report:** Preparation and submission of Inception Report along with layout of proposed structures for development of new Water Aerodromes and its presentation, as required;
2. **Draft DPR:** Preparation and submission of Draft Detailed Project Report to CoPA and its presentation, as required;

Draft DPR shall be got vetted by MoCA & AAI in order to ensure compliance of ICAO and CAR requirements for operations, safety etc.
3. **Final DPR:** Preparation and Submission of Final Detailed Project Report along with cost estimates including architectural and structural design of structures for development of new Water Aerodromes incorporating the observations of CoPA, AAI & MoCA. It shall also include final Vetting of DPR by MoCA & AAI in order to ensure compliance of ICAO and CAR requirements for operations, safety etc.
4. Consultant shall assist CoPA in obtaining site approval and in-principle approval of proposed Water Aerodromes by Steering Committee for Greenfield Airports in MoCA.

3.3 Carrying out Environmental Impact Assessment (EIA) for all the locations and propose Environmental Management Plan (EMP), CRZ mapping and assist CoPA in getting necessary Environmental Clearance (EC) from UTLA / MoEF&CC/ Other statutory bodies for each Water Aerodrome.

- 3.3.1 The Consultant shall carry out the EIA Study for each aerodrome along with the suggested sites & propose Environment Management Plan (EMP), conduct public hearings, obtain NOC from statutory regulatories and obtain Environmental clearance from UTLA/ MoEF&CC.
- 3.3.2 The Consultant shall provide all assistance to CoPA to submit applications and to make presentations before the Technical Committee/ Other statutory body(ies).
- 3.3.3 The Consultant shall conduct CRZ mapping and shall provide all assistance to CoPA to submit applications / register in the portals and to obtain CRZ clearance from CZMA/ MoEF&CC.

3.4 Project Management Consultancy - Preparation of Bid Documents, Bid Process Management for Selection of EPC Contractor

- a) The Consultant shall, prepare and submit Bid Document(s) for the execution of the project on EPC mode. The Bid Document(s) shall be in sufficient detail explaining the nature, type and magnitude of works involved, with relevant drawings, detailed specifications and other details necessary to enable the intending Bidders to submit their Bids. The documents shall spell out in detail the requisite data that should be furnished by the Bidders to assess their technical and financial capabilities to undertake and successfully complete the works as per the detailed specifications and time schedule.

- b) The Bid Document shall be prepared based on limiting the Engineering responsibility of the EPC Contractor to: (a) the review the Designs & Drawings (Architectural & Structural) prepared and furnished and confirming its soundness and adequacy; and (b) filling of gaps, if any found and preparing balance drawings, if any required. Such additional drawings and any other drawings if found necessary/suggested by CoPA shall be prepared and/or verified and vetted by the Consultant along with supporting design documents. The EPC Contractor shall execute the works broadly based on those Drawings prepared by the Consultant except for any changes which are found required, as approved by the Consultant/CoPA. No option for Design change will be given to the EPC Contractor though minor changes as required will be permitted under special circumstances with the concurrence of CoPA on the basis of proper justification by the Consultant. All the Good For Construction drawings shall be prepared by the EPC Contractor and scrutiny and approval thereon by the Consultant.
- c) The draft Bid documents shall be got approved by CoPA before the preparation of the final version for issuing to the intending Bidders. Draft of the advertisement inviting tenders if required, shall be furnished by the Consultant for approval. 10 copies of each of the finalised Bid documents along with soft copy (in editable mode) shall be furnished to the CoPA. The CoPA shall invite e-tenders but the Consultants shall provide all assistance by preparing necessary e-tender formats / templates, documents as per CoPA's requirements so as to enable floating of tender in 2 cover system, meeting the latest CVC guidelines and ensuring transparency. All the documents shall be given as draft to CoPA for approval (3 hard copies & 1 soft copy) and only on approval, it shall be released for publication.
- d) An indicative QAP for all the works / purchases indicating stage wise checkpoints, acceptance levels and reference to relevant codes shall be incorporated in the Bid document to facilitate a clear understanding for the scope of works & appropriate quote.
- e) The Consultants shall assist CoPA for concluding the contract with the shortlisted Bidders by preparing Technical comparative statements, Price comparative statements, assistance for document verification with originals in CoPA office and getting necessary confirmation from the Employers regarding the experience certificates submitted by the Bidders, giving recommendations for decisions to be taken by CoPA officials. The Consultant shall also be available to assist CoPA in conducting the pre-bid meetings and the meetings of negotiations with the Bidders, if required. The Consultants shall through CoPA, issue clarifications to the queries, if any, from the intending Bidders/Applicants and make modifications, if necessary, by issuing amendments etc. in consultation with CoPA.
- f) The Technical Bids submitted by the Bidders shall be scrutinised by the Consultants and a detailed report shall be submitted to CoPA for shortlisting the eligible Bidders. On opening of the Price Bids, the Price Bids shall be scrutinised by the Consultants and a detailed report shall be submitted to CoPA with the recommendation for award of Contract. Work orders will be issued by CoPA, but draft work order shall be prepared and submitted to CoPA by the Consultant within 5 days of competent approval for the successful Bidder. Consultants shall provide all documents for execution of the contract agreement, complying with CoPA's practice.

- g) The Consultant shall be present in the Kick off meetings held with the Contractors / Vendors, without any additional cost to CoPA. Minutes of the Kick off meeting shall be prepared by the Consultant and submitted to CoPA for approval.

3.5 Project Management Consultancy - Technical, Implementation Support & Assistance while executing the works by Contractors

- a) The Consultant shall identify the various elements of work, their interdependencies and review action plan submitted by the Contractor in line with Authority's requirement.
- b) The Consultant shall review and vetting of the Architectural design & drawings, design basis report / detailed engineering report, structural designs & drawings and as executed drawings / charts for the components furnished by the EPC Contractor based on relevant Building Codes / IS codes / standard engineering practices etc.
- c) The Consultant shall scrutinize the construction methods and activity proposed by the Contractor for all works of the project, to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspect as well as safety of works, personnel and general public.
- d) Preparation of QA/ QC plan and safety plan.
- e) The Consultant shall review the detailed implementation methodology submitted by the Contractor including but not limited to, co-ordination procedure with Authority and the Contractor / Vendor.
- f) The Consultants shall review design, drawing and any other document, though not specifically mentioned in the tender but is required for the execution of the project, during execution and a detailed report of the analysis and recommendations shall be submitted to CoPA.
- g) Provide technical staff as required for day to day site supervision and management of Contractor's work. The Consultant shall ensure sufficient staffs are deployed at site during execution of work. The Consultant or the Associate Firms shall deploy minimum of 1 no. in each discipline for supervision as per the progress of work at each Water Aerodrome.
- h) Witnessing all test and inspections.
- i) Conducting regular review meetings with Contractors / vendors.
- j) Submitting weekly/ fortnightly progress report to CoPA.
- k) Recording measurements, Preparation of Running Account bills, Check measurement, Certification of Contractor's invoices for payment and forwarding payment recommendations to CoPA.
- l) Conduct factory acceptance tests wherever required.
- m) Certifying the testing and commissioning of all systems.
- n) Provide assistance to obtain all requisite approvals / permissions and liaison with other government bodies etc.
- o) Consultant shall initiate and provide assistance for obtaining any other clearances, if any, required / renewal of existing clearances from the Government of India and any other statutory bodies.
- p) A Revised Cost estimate (RCE) is required to be prepared and submitted to CoPA by the Consultant, if the expenditure on the Project is likely to exceed the

estimate sanctioned (SE) by CoPA by more than 10%. The revised estimate shall contain the following analysis:

- (i) Variation between RCE & SE for each sub-head of SE.
 - (ii) Break up of each variation into –
 - 1) Change in the scope of work (variation in quantities or quality).
 - 2) Additional items of work.
 - 3) Increase in the prices of labour and material.
 - 4) An explanation for each variation.
 - (iii) Any other analysis as required for obtaining CoPA approval.
- q) The Consultant shall ensure that all the issues related to various contracts are settled amicably with the Contractors/ Vendors. It shall provide necessary guidance to CoPA and prepare suitable replies to address the claim / grievances / disputes of the Contractors / Vendors as and when they arise. **Despite the above, if any Arbitration / Court cases arise the Consultants shall be responsible for providing necessary assistance to CoPA in connection with these proceedings from the date of award of Consultancy contract upto a period of five years from the date of handing over of last location on completion.** The rates quoted by the Consultant shall be all inclusive and such cost of providing assistance for arbitration proceedings shall be borne by the Consultants. All records are to be maintained by the Consultant for a period of above cited five years.
- r) The Consultants shall assist CoPA to co-ordinate the activities of all Contractors / Sub Contractors / Vendors in such a way that the project is successfully commissioned within the time specified.
- s) Commissioning of the project.
- t) The Consultants shall provide complete technical support / assistance and furnish information as may be required by the CoPA/ AAI/ MoCA in connection with audit comments and queries from Central Vigilance Commission, Government of India and any other statutory bodies etc.

3.6 Project Management Consultancy - Preparation of Bid Documents, Bid Process Management for Selection of Contractor for O & M of the infrastructures developed including water aerodrome areas

- a) The Consultant shall prepare and submit Bid document for selection of Contractor for O & M of the infrastructures developed including water aerodrome areas. The Bid Document shall be in sufficient detail explaining the nature, type and magnitude of works involved, with relevant drawings, detailed specifications and other details necessary to enable the intending Bidders to submit their Bids. The documents shall spell out in detail the requisite data that should be furnished by the Bidders to assess their technical and financial capabilities to undertake and successfully complete the operation and maintenance as per the detailed specifications and time schedule for the proper functioning of the facility.
- b) The draft Bid Documents shall be got approved by CoPA before the preparation of the final version for issuing to the intending Bidders. Draft of the advertisement inviting tenders if required, shall be furnished by the Consultant for approval. 10 copies of each of the finalised Bid documents along with soft copy (in editable mode) shall be furnished to the CoPA. The CoPA shall invite e-tenders but the Consultants shall provide all assistance by preparing necessary e-tender formats / templates, documents as per CoPA's requirements so as to enable floating of tender in 2 cover system, meeting the latest CVC guidelines and ensuring transparency. All the documents shall be given as draft to CoPA

for approval (3 hard copies & 1 soft copy) and only on approval, it shall be released for publication.

- c) An indicative QAP for all the works / purchases indicating stage wise checkpoints, acceptance levels shall be incorporated in the Bid document to facilitate a clear understanding for the scope of works & appropriate quote.
- d) The Consultants shall assist CoPA for concluding the contract with the shortlisted Bidders by preparing Technical comparative statements, Price comparative statements, assistance for document verification with originals in CoPA office and getting necessary confirmation from the Employers regarding the experience certificates submitted by the Bidders, giving recommendations for decisions to be taken by CoPA officials. The Consultant shall also be available to assist CoPA in conducting the pre-bid meetings and the meetings of negotiations with the Bidders, if required. The Consultants shall through CoPA, issue clarifications to the queries, if any, from the intending Bidders/Applicants and make modifications, if necessary, by issuing amendments etc. in consultation with CoPA.
- e) The Technical Bids submitted by the Bidders shall be scrutinised by the Consultants and a detailed report shall be submitted to CoPA for shortlisting the eligible Bidders. On opening of the Price Bids, the Price Bids shall be scrutinised by the Consultants and a detailed report shall be submitted to CoPA with the recommendation for award of Contract. Work orders will be issued by CoPA, but draft work order shall be prepared and submitted to CoPA by the Consultant within 5 days of competent approval for the successful Bidder. Consultants shall provide all documents for execution of the contract agreement, complying with CoPA's practice.
- f) The Consultant shall be present in the Kick off meetings held with the Contractors / Vendors, without any additional cost to CoPA. Minutes of the Kick off meeting shall be prepared by the Consultant and submitted to CoPA for approval.

3.7 Obtaining various Statutory Clearances for operation of water aerodromes and Project implementation support till handover to Airline Operator.

- 3.7.1 The Consultant shall obtain various statutory clearances for operation of Water Aerodromes for the Employer / Owner as per extant rules and regulations from the relevant Authorities / agencies. CoPA will extent all assistance for submitting the required applications to the relevant Authorities.
- 3.7.2 All technical support shall be extended to CoPA for implementation of the Project till handover to Airline operator.

3.8 Man Power Requirement

- 3.8.1 The Consultant shall comprise a multi-disciplinary team for the subject Assignment having all the requisite & necessary skills for professional management of the Project on behalf of CoPA. Team members may be located at various levels that are most appropriate for the efficient management of the Project. The prime responsibility of the Consultant shall be to assist CoPA to complete the Project, within the scheduled time with no cost / time overrun, including taking appropriate corrective action in case of any substantial deviations from the Project path.
- 3.8.2 The requirement of officials/experts and staff during the Assignment shall be as per the following man power deployment presented in Table 4 : Team Personnel Requirement. Any external/ internal experts as and when required for tackling

technical / environmental / legal matter, shall be arranged by the Consultants at no extra cost to CoPA.

Table 4 : Team Personnel Requirement

Sl. No.	Particulars	Minimum Educational Qualification	Minimum experience
1	Team Leader	Post Graduate in Civil / Mechanical / Environmental / Port & Harbour / Ocean Engineering or MBA in Construction Management / Finance	Min. 15 years in the field of Port or Airport Planning or Development / Port or Airport Upgradation and modernization projects / Construction of Infrastructure projects or Aerodromes and should have completed at least one or more such project with total costing more than Rs.80 crores. Only Projects costing not less than Rs.20 crores shall be taken for consideration.
2	Infrastructure Expert	Post Graduate in Civil Engineering / Port & Harbour / Ocean Engineering	Min. 10 years in the field of construction of Infrastructure projects / aerodromes / airports and should have completed at least one or more such project with total costing more than Rs.80 crores. Only Projects costing not less than Rs.20 crores shall be taken for consideration.
3	Environmental Expert	Post Graduate in Environmental Engineering	Min. 10 years in the field of preparation of EIA / EMP reports and obtaining EC & CRZ clearance for the projects and should have completed at least one such project, costing not less than Rs.20 crores.
4	Geotechnical Expert	Post Graduate Degree in Geotechnical Engineering	Min. 10 years in Construction of infrastructure projects with atleast one work costing not less than Rs.20 Crores
5	Electrical / Mechanical Expert	Graduate in Electrical / Mechanical Engineering	Min. 10 years in Construction of infrastructure projects with atleast one work costing not less than Rs.10 Crores
6	Contract Expert	Graduate in Engineering	Min. 15 years in Contract Management of Construction/ Contract Management of infrastructure projects costing not less than Rs.20 Crores

7	Finance Specialist	MBA (Finance)/CA/ICWA	Min. 07 years in the field of Financial Management for infrastructure projects costing not less than Rs.20 Crores
8	Civil Site Engineer	Min. Diploma in Civil Engineering	Min. 05 years in the field of construction of Infrastructure projects.
9	Electrical / Mechanical Site Engineer	Min. Diploma in Electrical / Mechanical Engineering	Min. 05 years in the field of construction of Infrastructure projects.
10	Resident Consultant	Graduate in Civil Engineering	Min. 05 years in the field of construction of Infrastructure projects. The resident consultant will be posted throughout the Assignment at the office of the Employer at Kochi or Lakshadweep and will work under overall supervision of the Employer as well as the Consultant.

Out of the above personnel, min. of 1 No. of Civil Site Engineer shall be available at the site of each Water Aerodrome during execution in their respective discipline. 1 No. of Electrical / Mechanical Site Engineer shall be available for the Assignment during the execution. Non availability of Civil Site Engineer, Electrical / Mechanical Site Engineer and Resident Consultant will result in deduction of Rs.50,000/- per person per month.

3.9 Role of the Consultant

- 3.9.1 The Consultant shall assist CoPA in obtaining site approval and in-principle approval of proposed water aerodromes by Steering Committee for Greenfield Airports in MoCA.
- 3.9.2 The Consultant shall provide the services in line with/ taking into account provisions of relevant code / manuals updated/issued from time to time/as per BIS/IRC/CPWD/ NBC/IEC/EN/ IMG/DGCA CAR/ICAO etc. norms.
- 3.9.3 Estimated cost of the project shall be worked out by the Consultant. The breakup of cost of all elements of infrastructures including marine structures for various in-situ works/systems including bought out items to be incorporated in the work.
- 3.9.4 It is further clarified that all system designs / planning for various components of Water Aerodromes as detailed as follows but not limited to jetty, water structures, infrastructures like terminal station complex, external roads, power supply system, compound wall, gates, CCTV/Security, Passenger movement system and Access system, Fire Fighting system, Fire alarm & detection system, Automatic Sliding doors, Signages, Solar System,, Airport systems, & IT/ Electronics/ Security systems, Boom barriers etc. shall be incorporated in the DPR and cost estimation in consultation with CoPA.
- 3.9.5 The Consultant shall conceptualize the proposal in line with Green Building Norms.

- 3.9.6 The Consultant shall identify structures, services/ facilities which are likely to fall within area of proposed Water Aerodrome & other associated structures and which are required to be relocated.
- 3.9.7 The Consultant shall submit 3D model for each Water Aerodrome of size not exceeding 1.5m x 0.9m and Walkthrough of the project facilities.
- 3.9.8 The Consultant has to, however, ensure that the submissions are complete in all respect and cover the scope of work in its entirety. Further, it will be ensured by Consultant that the clarifications sought by CoPA/AAI/MoCA are attended to in a prompt manner.
- 3.9.9 In case of incorrect or incomplete submission or inordinate delay in replying to Queries raised by CoPA/AAI/MoCA the onus for consequential delay in approval shall rest with the Consultant.
- 3.9.10 Soft and hard copies landscape planning/ preliminary design for Water Aerodrome and all other associated areas shall be submitted.
- 3.9.11 All travel expenses by the Consultant to visit site or client's office or other offices for attending meetings etc. for completion of services assigned (till their approval) for all packages is deemed to be included in the fees quoted by the Consultant. No extra payment shall be made on this account.

3.10. Deliverables to CoPA

3.10.1 Site Survey

Site specific layout and terminal building drawings and design, for each location.

3.10.2 Geo-technical investigation

Soil investigation and water testing report in six hard copies and one soft copy in editable mode

3.10.3 Bathymetric/ Hydrographic Survey

All raw data and processed data of Automatic Hydrographic Survey System along with reports. All RAW, EDIT, SORT and field books maintained.

All surveyed field data including leveling data (in.csv file) along with reports. All position data of ground features, waterway structures in both hard copies and softcopies. One copy of the draft survey chart and report (hard & soft copies both). Four copies of the final survey charts & reports (hard & soft copies both) within 10 days after communicated modification/comments on draft report / charts by CoPA.

3.10.4 Obstacle Limitation Surface (OLS) Survey

- a. Base Map in the scale of 1:5000 with proposed Runway orientation and Runway end points as per proposed Runway length.
- b. Approach Chart in the scale of 1:5000 with obstacle table as per ICAO Annex 14 and DGACAR.
- c. Objects of vertical significance chart in the scale of 1:50,000 covering significant objects upto the range as per the regulatory requirements.
- d. Obstacle Free Zone (OFZ) chart in case of precision approach CAT-II & IIIILS operations at the airport
- e. Survey report as per AAI format.
- f. Digital Ortho imagery in tiles and seamlessly mosaic dover the survey are and videography file in case of aerial photography and both Digital Ortho imagery in tiles and seamlessly mosaic dover the survey area and classified point cloud datain LAS format with colorized point cloud videography file in case of Aerial survey, Terrestrial LiDAR DATA.
- g. DEM, DTM and Coordinates and elevation of objects which may protrude OLS within the mentioned area/surfaces with required accuracy, resolution, and geo-referencing.

h. Contour interval of 1m should be provided within proposed runway strip area and contour interval of 10m should be provided upto 500 m all around from the proposed runway strip.

i. BIM and GIS based data to be submitted in Raw and Processed Formats.

Four copies of all the final maps, survey charts, reports etc. (in both hard & soft copies both - ARCGIS / AUTOCAD & PDF) shall be submitted within 10 days after communicated modification/comments on draft report / charts by CoPA.

3.10.5 Detailed Project Report (DPR)

All the reports/ documents to be submitted in six hard copies and one soft copy in editable mode.

a. Inception Report: Preparation and submission of Inception Report along with layout of proposed structures for development of new Water Aerodromes and its presentation, as required;

b. Draft DPR: Preparation and submission of Draft Detailed Project Report to CoPA and its presentation, as required. Draft DPR shall be got vetted by MoCA & AAI in order to ensure compliance of ICAO and CAR requirements for operations, safety etc.

c. Final DPR: Preparation and Submission of Final Detailed Project Report along with cost estimates including architectural and structural design of structures for development of new Water Aerodromes incorporating the observations of CoPA, AAI & MoCA. It shall also include final Vetting of DPR by MoCA & AAI in order to ensure compliance of ICAO and CAR requirements for operations, safety etc.

3.10.6 Project Management Consultancy for EPC Contract & O & M contract

All the reports/ documents to be submitted in four hard copies and one soft copy in editable mode for each contract.

- a. Draft Bid Document
- b. Final Bid Document
- c. Minutes of Pre-Bid meetings including responses to Bidder's queries
- d. Evaluation Report of Technical Bids
- e. Evaluation Report of Price Bids

3.10.7 Statutory Clearances for operation of Water Aerodromes

Necessary statutory clearances for operation of Water Aerodromes from relevant Authorities.

3.11. Time and Payment Schedules

3.11.1 The total duration of the entire Assignment is expected to be approximately 18 months. The Consultant is required to ensure that the total envisaged work including submission of the deliverables is completed within 18 months.

3.11.2 The following table details the time frame and payment structure, which is applicable for the respective aerodrome:

Table - 5

Sl. No.	Activity	* Time Schedules from the Commencement Date	# Percentage of Agreed Total Lumpsum fee for the respective aerodrome
A	Technical Feasibility, Technical Studies & Submission of Reports	2 months	15%
(i)	Inception report along with site specific layout of proposed structures		

(ii)	Geotechnical investigation, water testing report		
(iii)	OLS survey for the Identified sites and Bathymetric / Hydrographic survey		
(iv)	CRZ mapping from Accredited Agency of MOEF & CC		
(v)	Identification of the location of jetty, runway & associated infrastructures for Seaplane		
(vi)	Feasibility Study Report for seeking EC / CRZ clearance with necessary administrative approvals from statutory bodies & competent authorities.		
(vii)	Acceptance of Feasibility Report and submission of all documents in Soft & Hard copies to CoPA as per satisfaction of Officer-in-Charge		
B	Preparation & Submission of DPR	2 months	15%
(i)	Concept Design Report, Layout Plan, Detailed Design and Drawings (Architectural & Structural) of Key components such as Civil, Electrical and IT & Airport System etc.		
(ii)	BoQ & Cost Estimates with rate analysis of all infrastructures etc. and Draft DPR		
(iii)	Final DPR along with cost estimates, Detailed Design and Drawings (Architectural & Structural) with necessary administrative approvals from statutory bodies & competent authorities.		
(iv)	Acceptance of Final DPR, Delivery of 3D model and all documents in Soft & Hard copies to CoPA as per satisfaction of Officer-in-Charge.		
C	EIA study, Environmental Management Plan and obtaining Environmental / CRZ Clearance from UTLA /MoEF&CC/Other statutory bodies	6 months (including 3 months of Bid process of Activity D)	15%
(i)	Preparation of draft EIA report		
(ii)	Submission of application for EC / CRZ clearance along with draft EIA report		
(iii)	Submission of final EIA report after Public hearing, if required.		
(iv)	Grant of EC/CRZ clearance		
D	Project Management Consultancy & Bid Process Management	15 months	45%
(i)	Preparation of Bid document for inviting tenders in EPC mode with Bill of Quantities along with rate analysis (all infrastructure etc.) tender specifications, drawings (Architectural and Structural), General	6 months	

	Conditions of Contract		
(ii)	Bid Process Management for selection of EPC Contractor, Preparation of replies to pre-bid queries etc. & Award of contract to the EPC Contractor	6 months	
(iii)	Review and vetting of detailed design and drawings (Architectural and Structural), Supervision and management of Contractor's work, Certification of Contractor's invoices for payment and complete technical support including getting permissions and liaison with other government bodies for the marine works	15 months	
(iv)	Review and vetting of detailed design and drawings (Architectural and Structural), Supervision and management of Contractor's work, Certification of Contractor's invoices for payment and complete technical support including getting permissions and liaison with other government bodies for the infrastructure works at land	15 months	
E	Obtaining Statutory Clearances and Project Management Consultancy & Bid Process Management for finalizing the O & M Contractor	18 months	10%
(i)	Preparation of Bid document for inviting tenders with Bill of Quantities along with rate analysis, General Conditions of Contract, Preparation of replies to pre-bid queries etc.	15 months	
(ii)	Bid Process Management for selection of O & M Contractor & Award of contract to the O & M Contractor	18 months	
	Total		100%

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

The quoted fee shall include all expenses whatsoever, such as legal fees and all out of pocket expenses etc. to be incurred by the Consultant to complete the Assignment. GST as applicable, shall be indicated on total fee, as extra. **The fee to be paid to the statutory body(ies) for obtaining clearances etc. shall be paid by the Employer as per the actual cost on submission of the receipt.**

The percentage shown against each item in the Table – A are generally fixed, but may vary in exceptional circumstances with the approval of the Employer. The percentage for the sub-items will be finalized with the successful Bidder / Consultant after award of the Assignment on submission of the break up of the components, which will be vetted and approved by CoPA. Minimum interim invoice shall be 5% of the total Consultancy Fee.

3.11.3 In case CoPA decides to abandon the Assignment for any reason, whatsoever, at any time, the payment of the Consultant shall be restricted upto the stage the services have actually been provided by the Consultant.

- 3.11.4 Remuneration towards Performance of Assignment by the Consultant shall be as per terms and conditions of accepted "Price Bid" against invoices of the Consultant.
- 3.11.5 In the event of termination of construction contract or removal of contractor, no further payment beyond 15 days shall be made to the Consultant, till it is decided by CoPA, if the services of the Consultant/ Personnel are required or not and in which case the entire situation shall be reviewed.
- 3.11.6 As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to CoPA, the Final Statement of Eligible payments.
- 3.11.7 Final payment pursuant to Price Bid shall be made by CoPA only after the Final Statement and the Final Report have been submitted by the Consultant and approved by CoPA. The Consultant shall submit the Final Statement to CoPA within 120 calendar days of the date of approval by CoPA of the Final Report. Should any discrepancy be found to exist between the actual payments made by CoPA and the costs authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by CoPA to reflect such discrepancy. The Consultant shall reimburse any amount that CoPA has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred to CoPA within 3 days after receipt by the Consultant of notice thereof.
- 3.11.8 CoPA shall pay to the Consultant the amounts claimed within 21 (twenty one) calendar days after receipt of satisfactory statements and supporting documents. CoPA may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.
- 3.11.9 Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- 3.11.10 Payments shall be made in accordance with Clause 3.11.2. No interest is admissible on outstanding amounts by CoPA.

3.12. Remuneration

- 3.12.1 It is understood that the Fee quoted by the Consultant shall be the all inclusive firm price (excluding GST) which shall be valid till completion of all related works and it shall cover: (A) such salaries and allowances as the Consultant shall have to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of back supporting by home office staff not included in the Personnel listed and (C) the Consultants' fee, (D) bonuses or other means of profit-sharing, if any (E) Cost of site visits by Consultants personnel / professionals from their other offices or any third party offices as required or as directed by CoPA for project monitoring, presentation & meetings at CoPA/Union or State Ministry, etc, inspection as required for the successful completion of the Project etc.

3.13. Documents to be made available by the Authority

Available data as may be required by the Consultant will be provided by CoPA on request. The Officer-in-Charge shall facilitate handing over of such information to the Consultant.

The pre-feasibility studies for development of Water Aerodromes at three Islands at Lakshadweep have been carried out by CoPA, which will be shared to the Consultant.

Signature of Bidder

THE PROPOSAL

Letter of Submission
(On Bidder's letter head)

(Reference No and Date)

To

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

Sub: Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

Dear Sir,

With reference to your Bid Document dated, I/we, having examined all relevant Documents and understood their contents, hereby submit our Bid for **Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India**, as the case may be and the Bid is unconditional.

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

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

18. I/We have studied Bid and all other Documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any Documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Quote/ Price Bid is being submitted in e-mode. This Bid read with the Financial Quote/ Price Bid shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the Bid Document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Document.
21. We also certify that further Bid related communication can be sent to the following e-mail IDs by CoPA:
- (i)
 - (ii)
- (Furnish two nos. current active email addresses)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

SIGNATURE OF BIDDER

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

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

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

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

For

(Signature, name, designation and address)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1.....(Notarised)

Notes:

1. The mode of execution of the Power-of-Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter Documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

PROFORMA OF PRE CONTRACT INTEGRITY PACT
(To be signed on Plain Paper)
(To be submitted as part of Technical Bid)

Bid No.....; Bid Title:

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 2023 at _____, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Chief Engineer, Smt., D/o Sri....., aged years residing at (address) (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. _____ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

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

Section 1 - Commitments of the "The Principal"

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

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

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

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

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

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

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

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

Section 8 - Independent External Monitor

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

1. Shri. M.J. Joseph, ICAS (Retd.)
37, Da Costa Square, 3rd cross, Cooke Town, Bangalore -560084
Email: joseph.iem@cochinport.gov.in
- 3 Shri. Punati Sridhar, IFoS (Retd.)
8C, Block-4, 14-C Cross, MCHS Colony,
HSR6thSector, Bangalore-560 102
E-mail id: sridhar.iem@cochinport.gov.in

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

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

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

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Consultant(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and rescue himself/ herself from that case.

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

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

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

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

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

(10) In the event of any dispute between the Management and the Contractor/ Consultant, incase, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.

(11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.

(12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

(13) In case of Joint Ventures all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor/ Consultant shall take the responsibility of the adoption of IP by the sub – contractor. It is to be ensured that all sub-contractors also sign the IP.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor / Consultant 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail

disqualification of the Bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 - Other provisions

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

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

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

For and on behalf of the Principal

Place

Date

Witness 1: (Name & Address)

Witness2 : (Name & Address)

FORMAT OF CORPORATE INFORMATION OF BIDDER

1. Generals Details:
 - a) Name
 - b) Country of incorporation
 - c) Address of the corporate headquarters and the branch office (s), if any in India
 - d) Date of incorporation and / or commencement of business

2. (a) Brief description of the Company.

3. Details of individual or individuals who will serve as the point of contact / communication for the Port Authority within the Company with following information
 - a) Name
 - b) Designation
 - c) Company
 - d) Address
 - e) Telephone number (Land line & Mobile No.)
 - f) e- mail address (2 Nos.)
 - g) Fax number

4. Name, designation, address and phone number of authorized signatory of the Bidder
 - a) Name
 - b) Designation
 - c) Address
 - d) Phone No.
 - e) Fax No.
 - f) e- mail address

CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

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

B - Consultant’s Experience

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

FIRM’S EXPERIENCE:

Relevant Services carried out in the last three years (i.e. the current financial year and the last three financial years of submission of Bids) that best illustrate fulfillment of Eligible works as per Clause 1.4 of Invitation of Proposal and Clause 5.2.1 of Proposal Evaluation

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

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

Firm’s Name.....

ORGANIZATIONAL EXPERIENCE

Eligible Assignment Number:

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

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Assignment in this section with all supporting documentary evidence from the client i.e., copy of work order/ completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal. The Assignment cited must comply with the criteria specified in Clause 3.2.
2. A separate sheet should be filled for each of the Eligible Assignment.
3. The completion certificate shall preferably contain the following among the other things.
 - a. Details of services provided.
 - b. Project cost.
 - c. Assignment cost
 - d. Date of commencement of the assignment; and
 - e. Date of completion of the assignment.
4. CoPA reserves the right to seek further supporting documents (s) in respect of the Assignment from the Consultant / his client.

5. 'Project Cost' under Sl. No.5 means the estimated cost of the project for which the Consultancy Services was provided by the Consultant.
6. 'Assignment cost' under Sl. No.6 means the Consultant's fee /remuneration for the Assignment.

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

Sl. No.	Name of person	Position	Task*
1			
2			
3			

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

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

Proposed Position :

Name of firm:

Name of Staff :

Profession :

Date of Birth:

Years with Firm/Entity: Nationality:

Membership of Professional Societies :

Details of task assigned in the previous engagements:

.....
Key Qualification

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

Education:

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

Experience:

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

Employment Record:

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

Languages:

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

Undertaking:

I, the undersigned, hereby undertake that I am willing to associate for the Assignment of **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India”** (Tender No. T9/T-1993/2023-C) for the duration of 18 months as specified in the Bid Document as

_____ Date: _____

(Signature of Key Personnel) Day/Month/Year.

Certification:

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

_____ Date: _____

(Signature of Key Personnel and countersigned by the Bidder)

Day/Month/Year.

SKILL, COMPETENCIES & TEAM SIZE

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

(Seal & Signature of Bidder)

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

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters with not less than 5000 words:

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

TECHNICAL BID - UNDERTAKING I

Subject : Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

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

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

SIGNATURE OF BIDDER
Name & Designation

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

TECHNICAL BID - UNDERTAKING II

Subject : Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

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

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

SIGNATURE OF BIDDER

Name & Designation:

PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

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

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

Date :.....

To

The Chief Engineer,
Cochin Port Authority,
Willingdon Island,
Cochin 682009.

Dear Sirs,

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

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

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

released of its obligations under these presents by any exercise by Port Authority of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Port Authority or any other indulgence shown by Port Authority or by any other matter or thing whatsoever which under Laws would, but for this provision, have the effect of relieving the Bank.

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

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

Dated thisday of

WITNESSES:

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

Bank's Rubber Stamp

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

+ Attorney as per Power of Attorney

No.

Dated

Notes:

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

FORM OF AGREEMENT

(To be submitted on Kerala State Stamp Paper of appropriate value)

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

WHEREAS the Employer is desirous that certain tasks to be performed by the Consultant viz. **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India”** (hereinafter called “The Assignment”) and has accepted a Bid by the Consultant as referred in the Assignment.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Bid Document hereinafter referred to.
2. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Bid Document for **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India”**.
 - (b) All amendments to the Bid Document for **“Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India”** in the form of “Addenda/ Corrigenda” or otherwise as issued by the Employer including queries from Bidders and its reply by the Employer, if any prior to submission of the Bids.
 - (c) All documents submitted by the Consultant along with the Bid Document.
 - (d) Price Bid submitted by the Consultant quoting Lumpsum Consultancy fee for one aerodrome only.
 - (e) Acceptance letter issued by the Employer vide No..... dated and all correspondence exchanged between the Employer and the Consultant up to the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the works in conformity in all respects with the provisions of the contract.
4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the works the contract price at the times and in the manner prescribed in the Bid Document and accepted by the Consultant.

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

SIGNED, SEALED AND DELIVERED

By the said:

By the said:

.....

.....

Name:.....

Name:.....

On behalf of the Consultant in the Presence of :

On behalf of the Employer in the Presence of :

Name :.....

Name:.....

Address:.....

Address:.....

.....

.....

.....

.....

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

SIGNATURE OF BIDDER

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

1	Vendor Name/Beneficiary Name	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 Authority
	C. Branch Code	6367
	D. Address	Cochin Port Authority , Willingdon Island -682009
	E. City Name	Cochin
	F. Telephone No	2582614
	G. NEFT/IFSC Code	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

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

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

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

Bank Certificate

We certify that _____ has current account No _____ with us and we confirm that the details given above are correct as per our records.

Date :

Place:

Authorised Official of Bank

UNDERTAKING FOR FINANCIAL QUOTE

To

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

Sir,

Sub.: Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

~~~~~

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

Our price offer is inclusive of all incidentals, overheads, traveling expenses including the travelling expenses of the representative of the Employer required for witnessing survey / tests as stipulated in the Bid Document, stationery, expenditure related to presentations to be made during the execution, sundries/all other expenditure and all taxes, levies and duties but excluding GST, for execution of this Assignment covering scope as stipulated in the Bid Document. Our Financial Quote/Price Bid is inclusive of the Domestic Taxes. We hereby confirm that the Price Bid is unconditional and we acknowledge that any condition attached to Price Bid shall result in rejection of our Price Bid.

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

I/We agree to accept the stage-wise / percentage-wise payment schedule as detailed in **Clause 3.11.2 of ToR** of the Bid Document.

Yours Sincerely,

[Authorized Signature [in full and initials]:

[Name and title of Signatory:]

[Name of Firm:]

Address:

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

### PRICE BID FOR THE ASSIGNMENT

**Name of Assignment:** Providing Consultancy Services for Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O & M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi & other locations in India

| Sl. No. | Description of Assignment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Unit                                | Fees/ Amount in Indian Rupees                      |                                                    |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------|----------------------------------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                     | In Figures                                         | In Words                                           |
| 1       | <p>Providing Consultancy Services for <b>Preparation of Detailed Project Report, Conducting EIA Study, Providing Project Management Consultancy including Statutory Clearances and O &amp; M Consultancy for the proposed Water Aerodromes at various locations in Lakshadweep Islands, Kochi &amp; other locations in India</b> which include the following activities but not limited to:</p> <p>(i) Preparation of Detailed Project Report (DPR) which includes Feasibility study</p> <p>(ii) Carryout Environmental Impact (EIA) study, propose Environment Management Plan (EMP) and assist CoPA in getting necessary Environmental Clearance (EC) / CRZ Clearance from UTLA / MoEF&amp;CC/ Other statutory bodies</p> <p>(iii) Providing Project Management Consultancy (PMC) for the construction of infrastructures including Water Aerodrome areas</p> <p>(iv) Obtaining various statutory clearances for operation of each water aerodrome and the Project implementation support till handover to Airline Operator</p> <p>(v) Providing Consultancy for O &amp; M services for the infrastructures developed</p> <p>as per the Terms of Reference (ToR) at <b>Appendix-I.</b></p> <p>Assignment shall be completed as per the ToR, and other terms and conditions stipulated in the Bid Document inclusive of all incidentals, overheads, traveling expenses, and stationery, expenditure related to presentations to be made during the execution of this assignment, sundries / all other expenditure and all taxes, levies and duties but excluding GST.</p> | Lumpsum<br>for 1 No.<br>of location | <del>(To be submitted in e-tender mode only)</del> | <del>(To be submitted in e-tender mode only)</del> |



|  |                                                                                                                                |  |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|  | Locations of Water Aerodromes are as below:<br>Locations for Phase - I:<br>1. Agatti<br>2. Kavaratti<br>3. Minicoy<br>4. Kochi |  |  |  |
|  | <b>Total for 4 nos. Water Aerodromes</b>                                                                                       |  |  |  |

**Note:**

1. The Lumpsum fee quoted is for one aerodrome only and is applicable for all the aerodromes in Phase I and II. In Phase I, water aerodromes are proposed to be developed at 4 locations viz., Kavaratti, Agatti & Minicoy in Lakshadweep and Kochi. **The Employer at its discretion may descope any of the location in Phase – I and & shortclose the assignment and this will not entitle the Consultant to raise an additional claim towards this. The proposed development of water aerodrome at Kochi will be subject to the approval from MoCA and this will not entitle Consultant to raise an additional claim towards this. Port reserves the right to cancel the Work Order at any point of time or stage for the Administrative reasons. The payment for Consultancy of PMC, Statutory Clearances including O&M contract will be subject to the feasibility of the location / project.**
2. As Phase II development, CoPA proposes to develop water aerodromes in other parts of India on getting directions from MoPS&W & MoCA. The successful Bidder shall be bound to take up the works related to additional locations also at the same rate as of Phase I development subject to the condition that the total amount payable shall not exceed the Total Quoted Consultancy Fee by 25%. Any further additional work beyond the specified 25%, may be taken up by the Consultant as per the mutually agreed rates and conditions.
3. The interim / stage payment / Bill shall be released for the Assignment undertaken on pro-rata basis for each location, as per the payment schedule detailed at Terms of Reference (ToR) at Appendix – I of this Bid Document. Further in case of incomplete/ reduced / reduction in scope of work for particular Water Aerodrome the quoted amount shall be adjusted on pro-rata basis.
4. It is the responsibility of the Consultant to find a feasible location in the proposed islands of Lakshadweep and at Kochi & other locations in India.
5. If Environmental Clearance (EC) / CRZ clearance is not obtained after conducting the feasibility study and preparation of DPR at any location, the Consultant have to find out another location in the proposed islands of Lakshadweep and at Kochi without any additional cost implication to CoPA & other locations in India.
6. The intending bidder shall inspect the site of Project and acquaint himself with the nature of work before preparing his Bid. His attention is drawn to Clause No. 3.6 of Instruction of Bidders in this regard. No excuse on ignorance as to the site conditions, availability of space and approaches to site etc., will be entertained.

-----